

# Collective Bargaining Agreement

Between



And

International Association of Machinists and Aerospace  
Workers, AFL-CIO



District Lodge 725,

Local Lodge 1125

Naval Air Station North Island, California

FRCSW ASE

**April 1, 2020 to March 31, 2023**

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## **PREAMBLE**

This Agreement is effective April 1, 2020 by and between Amentum, hereinafter referred to as the "Company", and District Lodge No. 725, and Local Lodge No. 1125 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union" with respect to work performed on the Ground Support Equipment maintenance contract at NAS North Island.

### **ARTICLE 1 - INTENT AND PURPOSE**

**Section 1.** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the government contract covered by this Agreement

**Section 2.** It is the intent of the parties to provide for the efficiency of operations and maximum production of the employees under methods which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will 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 with due regard to competitive conditions.

**Section 3.** It is recognized by the Agreement to be the duty of the Company, the Union and its employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances to be settled in a timely manner; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.

**Section 4.** The Union recognizes that the Company is a contractor to the U.S. Navy contract and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a Government contractor. The Union and the Company agree to comply with the requirements that the U.S. Navy may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

**Section 5.** There shall be no discrimination by the Company or the Union against any employee because of race, **gender**, creed, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state, or local law or regulations.

**Section 6.** There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union.

**Section 7.** Nothing in this Agreement shall prohibit the Union from fulfilling its legal obligation of representation.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**Section 1.** Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change, or combine work schedules and work assignments and collateral duties which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate for cause or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take measures as management may determine to be necessary to the orderly, efficient or economical operations of its business. It is understood and agreed that any powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company.

**Section 2.** Such rights of management include, but are not limited to; hire, promote, layoff, assign, transfer, suspend, and to discharge **for cause**, investigate, discipline employees in accordance with this Agreement; to increase or decrease that number; direct and schedule the work force including establishing and changing work days, work hours, and work weeks; establish, increase or decrease the number of work shifts and their starting and ending times; train employees and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed.

## **ARTICLE 3 – RECOGNITION AND BARGAINING UNIT**

**Section 1.** The Company recognizes the Union certified by the National Labor Relations Board Case No. 21-RC-252383 dated 18 December 2019, as the exclusive bargaining representative of all employees on contract number N6833517C0272 at NAS North Island and stipulated in the Board's Certification of Representation as follows. The Bargaining Unit shall consist of:

All full time and regular part time Production Control Clerks, Ground Support Equipment Mechanics, Ground Support Equipment Workers, Tool and Parts Attendants, Painters Automotive, Aircraft Structural Welders, Technical Order Librarians, NDI Technicians II, and Supply Technicians employed by the employer on contract number N6833517C0272 at its facility currently located at Naval Air Station North Island, San Diego, California; excluding all other employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined by the Act.

**Section 2.** The Company acknowledges the Union's rights specially designated by the terms of this Agreement, as the employee's representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company to support its efforts to assure a fair days' work by each employee, to cooperated in combating any practices which decrease efficiency and to maintain standards of quality and service.

**Section 3.** Union Bulletin Boards. The Company will provide three (3) Union bulletin boards (or part of a bulletin board) in the employee break room for the Union to post official business of

the Union. The Union may choose to provide a bulletin board. Legitimate Union notices are defined as:

- Meeting notices
- Official Union election results
- Notices of Union appointments
- Union social events
- All notices not listed above must be approved by Management

## **ARTICLE 4 – SHOP STEWARDS**

**Section 1.** Upon execution of this Agreement, the Business Representative shall promptly furnish the Site Manager in writing, the names of the Stewards and shall thereafter promptly advise the Company, in writing, of any changes. No Steward will be recognized by the Company prior to receipt of such written notice of appointment.

**Section 2.** There shall be a minimum of one (1) Chief Shop Steward and two (2) Shop Stewards and two (2) Alternate Shop Stewards. Additional Stewards may be added by mutual agreement. Reasonable time off from work shall be authorized to permit the Steward to carry out his/her responsibilities under the grievance procedure to employees in his/her area of representation, providing such time off will not unduly interfere with the assigned work duties of the Steward or the employee involved. Such time from work during straight-time working hours shall be authorized without loss of pay or benefits.

**Section 3.** The Steward shall secure the permission of his/her supervisor before leaving the work station or entering another work station for purposes of processing grievances, reporting back to his/her Site Manager upon return to his/her work station. The Steward shall not reasonably be denied such permission without good cause. If permission is denied, the supervisor and Steward will mutually establish an alternate time at which the Steward can carry out his/her responsibilities under this Agreement.

**Section 4.** Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union, shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the Site Manager or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Representatives of the Union may be escorted by a Company Representative at all times they are on Company premises. The Union Representative will be allowed to speak privately with bargaining unit employees. It is understood that Representatives may need to comply with required Customer security regulations for site access and customer requirements for protecting proprietary interests.

**Section 5.** The Company will excuse Union negotiators from their normal work duties for a reasonable amount of time to prepare for negotiations and for actual negotiations, with a five (5) business day notice from the Union, unless otherwise agreed upon.

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

**Section 1. Union Security.** All employees within the bargaining unit defined in Article 3 shall become members of the Union or pay agency fees within thirty-one (31) days following the execution of this Agreement, and shall thereafter maintain their membership in good standing in the Union during the life of this Agreement, as a condition of continued employment. Conditions of membership are contained on the Union membership application form.

**Section 2.** Satisfaction of obligation. Employees who are required either to become members of the Union or maintain membership in good standing in the Union, under section 1 Article 5, may satisfy that obligation by periodically tendering to the Union an amount equal to the Union's regular and usual monthly dues, as governed by IAM bylaws and IAM Constitution

**Section 3.** Union Payroll Deduction. It is agreed between the Employer and the Union that any employee in the bargaining unit defined in this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form. The employee's authorization shall remain in effect from year to year unless revoked in writing by the employee, irrespective of their membership status in the Union.

- a) Deduction of membership dues or agency fees shall be made in a bi-monthly flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee and will be forwarded to the Secretary-Treasurer of the IAM&AW District Lodge 725 by the 10<sup>th</sup> of the month.
- b) The Employer shall issue all Union payments for Union dues and Initiation Fees via check or electronic transfer of funds.
- c) In the event of termination of employment, the obligation of the Company to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.

**Section 4.** Indemnity. The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, or suits initiated against the Employer which are based on or arise out of any action taken by the Employer in accordance with or arising out of the foregoing provision of this Article 5.

**Section 5.** Failure to satisfy obligation. In the event an employee, who as a condition of continued employment, is required under this Article 5 to become a member of the Union, or maintain his/her membership in good standing therein, but in any such case does not do so, the Union will notify the Employer in writing, through the Human Resources, or through such other office as may be designated by the Employer, of such delinquency. The Employer agrees to advise such employee that his/her employment status is in jeopardy and that his/her failure to meet his/her obligation under this Article 5 within thirty-one (31) days will result in his/her termination of employment.

**Section 6.** Explanation to Employees. Either the Employer or the Union may explain to any employee or call to his/her attention his/her rights and obligations under any or all provisions of this Article.

## ARTICLE 6 - SENIORITY

**Section 1.** Seniority is defined as the length of continuous service within this bargaining unit, on the contract at NAS North Island, California, with the current, predecessor and/or successor contractors. In the event that employees begin their employment on the same day, the employee having the social security number with the lowest last four (4) numbers shall be considered as having the most seniority for tie breaking purposes.

- a) Employees who may be transferred from other Company locations into the NAS North Island FRCSW ASE contract will have their seniority based upon their date of hire into this Collective Bargaining Agreement. It is agreed and understood that such an employee shall retain the earlier date of continuous hire with the Company only for the purpose of benefit accruals.
- b) The Company will post a seniority list at least once every six (6) months (twice per year), and will provide the Union a copy upon their request.

**Section 2.** Employees shall be considered probationary for a period of ninety (90) calendar days of active employment from date of hire on the Contract. During this period, the Company may release such probationary employee as it finds advisable and such action shall not constitute a grievance.

**Section 3.** It is the intention of the Company to maintain a productive, qualified workforce at all times, even though periods of reduction in force. Therefore, the senior qualified employee, by job classification, will be kept. Recall will be conducted in reverse order of the layoff.

**Section 4.** An employee shall lose his/her seniority for the following reasons:

- a) Discharged for just cause and is not reinstated.
- b) Voluntarily resigns from the Company, or leaves the bargaining unit.
- c) Is laid off for a period greater than twenty-four (24) months.
- d) Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification made via mail with read receipt to both the employee and the Chief Shop Steward within seventy-two (72) hours of such recall notice or the employee's return within fourteen (14) calendar days following the receipt of such notice, unless a longer period is authorized by the Company.
- e) Absence of three consecutive work days without reporting to the Company, unless it is later proven that the employee was incapacitated and unable to contact the employer by phone due to circumstances out of the control of the employee.

**Section 5.** The Company will post all job openings, (promotions/transfers) at NAS North Island, California for a period of a minimum of five (5) working days. Employees on TDY will be notified of job openings via email by the Site Manager. The selection for the job will be awarded to the most qualified person who applies. Qualifications being equal, the job will be awarded to

the most senior employee. Employees on PTO or approved leave may bid on job openings through their Union Steward.

**Section 6.** The Company will notify the Union and the employees affected by pending layoffs at least ten (10) work days prior to layoff, if possible to do so; this is dependent as to when the Government notifies the Company, and such notice will be posted.

**Section 7.** Stewards will have top seniority within their classifications for the purpose of layoff.

**Section 8.** Promoted employees will serve a sixty (60) day probationary period. The Company shall meet with that employee (with the Chief Steward being present) and perform a review. A review will be completed at both the thirty (30) calendar day and the sixty (60) calendar day period. Should that employee not complete their sixty (60) calendar day probationary period, they will return to their previously held classification.

## **ARTICLE 7 – LEAVES OF ABSENCE**

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

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

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

For personal leaves of absence, the employee will pay the full cost of all benefit premiums they elect to continue for up to four (4) months at which time an option to continue under COBRA will be extended. For medical leaves of absence covered under FMLA, the employee will pay their portion while the Company pays the Company portion of any premiums, in accordance with Article 14, for up to twelve (12) months at which time an option to continue under COBRA will be extended.

**Section 4.** An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work, except in those cases where the employee's physician has provided an expected date of return.
- b. An employee may be returned to restricted duty provided the Company is able to accommodate said restrictions.

**Section 5.** Leaves of absence without pay for Union business not to exceed two (2) weeks, will be granted to Bargaining Unit employees of the Company, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and Union educational courses, provided at least ten (10) work days advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on such leave at any time. This section will not apply to contract negotiations.

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

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

**Section 8.** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications. When an employee fails to return to work at the expiration of an approved leave of absence, that employee may be disciplined, up to and including discharge, at the option of the Company.

**Section 9.** Any member of the Union elected or appointed to a full time Union position may, upon written request by the Union, be granted a leave of absence for Union activities for up to a three (3) year period with the option of requesting extensions. Employees on such leave shall continue to accrue seniority. Not more than one (1) employee shall be on such leave at any one time.

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

## ARTICLE 8 - HOLIDAYS

**Section 1.** The Company will observe the ten (10) holidays listed below:

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

**Section 2.** An employee who is not required to work on one of the designated holidays mentioned above, will be compensated for the holiday at his/her straight time rate. An employee must be on the active payroll in order to receive Holiday pay.

**Section 3.** Employees will be paid for Federally Mandated holidays or days designated by Executive Order when the Contracting Officer approves reimbursement to the Company. When reimbursement is not approved, employees will be allowed to utilize their PTO or approved LWOP for any additional holiday (or official day of mourning) designated by Federal Government mandate or Presidential Executive Order that is observed by the FRCSSW ASE customer at NAS North Island.

**Section 4.** Any observed holiday stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Federal Government.

**Section 5.** Any employee required to work on any of the above holidays, will be paid for hours worked at one and one half (1 ½ X) his/her normal straight time rate, plus the regularly scheduled (e.g. 8, 9 or 10 hours as scheduled) hours for holiday at the employee's regular straight time rate.

Employees assigned to shifts that span two (2) calendar days (i.e. Mid Shift) shall document holiday pay for the assigned shift day the holiday is being observed. Hours worked on the preceding or following calendar day that fall on the holiday are not entitled to the one and one-half times (1 ½x) pay.

**Section 6.** When a holiday, as defined in this Agreement falls within an employee's PTO period, such holiday shall not be charged as PTO hours.

**Section 7.** In the event the site is closed, employees shall be allowed to charge their time as PTO time or may take leave without pay (LWOP), at the request of the employee and if approved by the Site Manager or designee.

**Section 8.** Hours paid as holiday shall be utilized in the computation of overtime.

## **ARTICLE 9 – VACATION/PERSONAL TIME OFF (PTO)**

**Section 1.** For PTO purposes, all employees will be entitled to be paid PTO which will be based upon years of continuous service (no loss of seniority, consistent with Article 6) on this FCRSSW/ASE contract at Naval Air Station North Island, California or with the Company, whichever is earlier and each anniversary date thereafter, shall be the reference point for accrual of PTO. Employees will be credited with vacation annually as follows:

Employee will continue to earn PTO under the current practice through May 7, 2020. Employees will be credited with PTO annually as follows:

<b>Years of Service</b>	<b>Annual Vacation</b>	<b>Annual Carryover</b>
1 year but less than 5 years	80	80
5 years but less than 10 years	120	120
10 years +	160	160

Effective the first full pay period following May 8, 2020, employees will begin to accrue PTO on a biweekly basis as follows:

Years of Service	Annual	Accrual Changes	Biweekly	Annual Carryover
1 year but less than 5 years	144	0 Months	5.54	216
5 years but less than 10 years	184	48 Months	7.08	276
10 years but less than 15 years	224	108 Months	8.62	336
15+ years	264	168 Months	10.15	396

Accruals will accrue, bi-weekly, from the first week of service. When an employee moves to the next level of accrual, it is understood that the new accrual rate will begin on the first day of the next full pay period.

The intent of this provision is to cause each employee to use the PTO for time off. Employees denied PTO shall not lose payment for PTO. Employees must complete their probationary period to be eligible to schedule PTO time.

Following the beginning of biweekly PTO accrual, employees will receive a prorated deposit of vacation (PTO) on their next anniversary covering the period from their last anniversary to the point that accruals begin.

Any unused PTO may be carried over to the following year up to one and one-half (1 ½) times the maximum annual PTO entitlement. PTO accrual in excess of the maximum carry-over amount on the last day of the final pay period of each year will be paid out no later than the pay period which includes February 1<sup>st</sup> of the following year.

All PTO will be paid at the employee’s regular rate of pay, excluding all premiums.

Scheduled PTO should be requested as far in advance as possible but in no case less than three (3) business days immediately prior to the day being requested. The Company will make every effort to approve PTO requests unless prohibited by legitimate business reasons. When conflicts in requested PTO periods arise, the employees having the greater seniority shall be given the preference. However, an employee who has previously requested and had scheduled PTO approved will not be displaced by a more senior employee.

PTO may be scheduled for periods of six (6) minute increments or more. PTO may be taken while on an approved medical leave of absence. Unscheduled call-in’s (unscheduled PTO) will still require a request form to be submitted after return to work to ensure proper notification/documentation. Unscheduled Early Departures will also require a request be submitted to the working supervisor prior to departure.

Employee’s request for PTO leave must be approved by the Site Manager or his/her designee(s) before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work or depart early as scheduled, without a reasonable excuse, may be subject to appropriate disciplinary action for unexcused absence. The Site Manager or his/her designee(s) shall notify the employee within two (2) working days of approval or disapproval of the PTO. The Company reserves the right to cancel an approved PTO, if due to unforeseen events staffing falls below minimum required levels. The Company will make every effort not to cancel approved PTO where the employee has a monetary commitment (i.e. prepaid airline, cruise tickets, etc.)

**Section 2.** For the purpose of accruing PTO credits, a credited bi-weekly period shall be defined as follows:

Any bi-weekly period in which an employee is paid by the company for time worked, holiday pay, jury duty pay, military pay differential, or bereavement pay.

**Section 3.** All unused accrued PTO balances will be paid out upon termination/retirement or death. In the event of death, unused accrued PTO balance will be paid to the employee's spouse, beneficiary or employee's estate.

**Section 4.** The PTO herein satisfies the leave required by Executive Order 13706.

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

### **Section 1-Wages**

**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 one day advance notice when possible. The parties recognize that most overtime is circumstance driven and such notice may not be possible in order to meet contractual requirements.
- b) No overtime will be worked by an employee unless it has been authorized by the proper supervisory personnel of the Company.
- c) When overtime is assigned, employees will be compensated at a rate of one and one half (1½) times their base rate of pay plus any applicable shift differential for all hours worked or traveled in excess of forty (40) hours in their normal pay week. For the purpose of this Section, hours worked includes paid holidays.
- d) When Overtime is authorized the Company will divide overtime work as impartially as is practicable among employees by seniority within the classification needed for overtime. If overtime is required to complete a specific work in process, the task will be assigned to the employee(s) already working the task.
- e) A written record of overtime worked by the employees will be maintained by the Company. This record will be kept on a continuing basis. A copy of the record shall be furnished to the Union every six months.
- f) Employees will be credited with overtime worked by recording the number of hours worked. Employees unable to work overtime, when requested, will be credited as having worked such overtime hours.

### **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 hours of work for any period.
- b) The standard workday will consist of twenty-four (24) consecutive hours beginning at the normal shift start time.

- c) The pay week shall begin at 0001 hours on Friday and end at 2400 hours Thursday. In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days' notice.
- d) Changes to the normal Monday through Friday work week for the purpose of seven (7) day coverage required by the customer will be implemented. Employees will be given two weeks' notice before being assigned to such a changed schedule.

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

- a) Pay checks shall be direct deposited to employees within eight (8) days after the last day of the pay period and shall represent the earnings of the employee from Friday, the beginning of the first week through Thursday the evening of the second week.
- b) Payday will customarily be on Friday.
- c) In the event the Company accounting department changes pay periods, the Company will provide the Union and employees a thirty (30) day notice of such a change.
- d) The Company shall maintain the Compressed Work Schedule. The Compressed work schedule will be defined as commencing at mid-shift on Friday and operating through mid-shift on the following Friday. Although the actual start and end times above may vary an example of the Compressed Work schedule is as follows in a calendar week:
  - (1) Week 1: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday, and four (4) hours on Friday.
  - (2) Week 2: Four (4) hours on Friday and Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday.
- e) When a paid holiday occurs on a day in which an employee is scheduled to work a nine (9) hour day in a designated Compressed Work Week area, such an employee will be given Nine (9) hours Holiday pay.
- f) In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days' notice.

#### **Section 5 - Promotional Increases**

When an employee is promoted to a higher paid 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 by the Company 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 – Effective Date of Economic Improvements**

All economic increases in this Agreement shall become effective on the first day of the full pay period following the date specified.

## **Section 8 – Premiums**

All premiums will be paid for all hours worked

The Company shall determine the number of employees needed to receive premium and select those employees who are best qualified to receive premiums. In making such selection, consideration will be given to such qualification factors as ability, performance and skill. If ability, performance and skills are equal, seniority shall prevail in assignment of premiums. The applicable Steward shall be informed of decisions before such decisions are announced.

CDI – Effective May 1, 2020, employees (excluding inspectors) certified and performing as a CDI shall receive a premium of sixty-five cents (\$0.65) for all hours worked.

QAR- Effective May 1, 2020, employees (excluding inspectors) certified and performing as a QAR shall receive a premium of \$1.25 for all hours worked.

CDQAR- Effective May 1, 2020, employees (excluding inspectors) certified and performing as a CDQAR shall receive a premium of \$1.00 for all hours worked

Calibration Certifier – Effective May 1, 2020, employees certified as a Calibration Certifier shall receive a premium of \$1.00 for all hours worked

Programs – Effective May 1, 2020, employees managing any of the following programs (Tool Control, Weight Handling, Welding, NDI, Safety, Corrosion Prevention, Confined Space, Hazardous Material Control and Management, Training and License, Metrology & Calibration, Technical Directive Program) shall receive a premium of \$2.00 for all hours worked, regardless of the number of programs managed.

Production Lead - Employees designated by the Company as a Lead will receive a (\$4.00) premium for all hours worked

The Employer shall have the sole discretion in the number and selection of employees for the lead position. Leads may be utilized as determined by management. Leads shall not be assigned Statutory Supervisor duties.

Shop Lead - Employees designated by the Site Manager as a Lead will receive a (\$2.00) premium for all hours worked.

## **Section 9 - Report Time**

An employee reporting for work in the absence of reasonable prior notification not to report shall be given a minimum of four (4) hours of work. An employee called in to work on one of his or her scheduled days off shall be given a minimum of four (4) hours of work and shall be paid at the employee's base hourly rate and all applicable premiums. An employee called back to work (of no fault of his own) after completing a scheduled shift shall be given a minimum of four (4) hours of work and shall be paid at the employee's base hourly rate and all applicable premiums. This call back provision does not apply to shipboard duty. The above provisions apply except in cases beyond the Company's control.

## **Section 10 - Shift Differential**

Employees who are required to work a day shift as their regular working hours will not be paid a shift differential for regular hours worked.

The Company shall determine shift work schedules based on business needs of the organization. Adjustment to shift days or times shall not be adjusted without three (3) workday's notice. Shifts will be defined by their start times in the following:

Day Shift:	Beginning 4:00 a.m. to 12:00 p.m.
Night Shift:	Beginning 12:00 p.m. to 8:00 p.m.
Mids Shift:	Beginning 8:00 p.m. to 4:00 a.m.

Effective May 1, 2020, shift differential shall be paid at a rate of fifty cents (\$.50) per hour for all hours worked on the night shift and mid shift as well as any additional non-Day shifts that may be created. Effective May 1, 2021, shift differential shall be paid at a rate of seventy-five cents (\$.75) per hour for all hours worked.

## **Section 11 – Alternate Workweek Schedule**

- (1) The company may establish an Alternate Work Week Schedule (AWWS). This AWWS will be from Thursday through Sunday or Saturday through Tuesday from 05:59 through 17:00.
- (2) Employees will be selected to be assigned to an AWWS as follows:
  - Qualified volunteers will be selected in seniority order
  - If there are insufficient volunteers the least senior qualified employees will be selected.
- (3) An AWWS employee on an approved day of vacation on a regularly scheduled AWWS work day will be paid for ten (10) hours of paid vacation.
- (4) An AWWS employee who has a regularly scheduled work day on the day observed as a paid holiday will receive ten (10) hours of holiday pay and be given an opportunity to work up to two (2) additional hours in the pay week in which the paid holiday occurs.
- (5) Should Christmas Day, December 25 or New Year's Day, January 1 fall on a Saturday or a Sunday an employee assigned to an AWWS will not normally be assigned to work on that Saturday or Sunday. Such an employee will be given an opportunity to work up to ten (10) hours in the pay week in which one of such days occur.
- (6) An AWWS employee who is scheduled for Jury Duty will be re-assigned to a regular work week schedule during the week(s) that Jury Duty is scheduled.
- (7) An AWWS employee who is scheduled for Bereavement Leave on a regularly scheduled AWWS work day will be given ten (10) hours of pay on such day(s).

- (8) An employee assigned to an AWWWS may take a fifteen (15) minute break after eight hours of work on an AWWWS work day.

## **ARTICLE 11 – ABSENCE FROM WORK**

**Section 1.** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from proper supervisory personnel (PTO request must be submitted, see Article 9.1)

**Section 2.** Employees shall not be absent from work without notice to their Site Manager or designee, except in cases of illness, injury or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action.

**Section 3.** It is the duty of every employee who, for any reason (except PTO requests with prior approval), who will be absent from work on a scheduled workday, or who expects to report to work late, to notify the Site Manager or designee. Such notification shall be as early as possible but no later than up to thirty (30) minutes prior to the start of shift.

**Section 4.** The Company shall provide a copy of disciplinary policy to the stewardship to be able to brief employees as needed.

**Section 5.** Should an employee not have proper cause for failing to report to work or failing to report on time or for failing to report the reason, therefore as provided herein, such failure may be considered for disciplinary action.

## **ARTICLE 12 – GOVERNMENT SECURITY/RESPONSIBILITY**

**Section 1.** The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government.

**Section 2.** The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government, in U.S. Government facilities, and by use of U.S. Government equipment. It shall be the Companies responsibility to work with the proper base personnel to ensure a safe and healthy environment.

**Section 3.** Each employee shall be responsible for the reasonable care of the customer and/or Company furnished property or material, and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material.

**Section 4.** It is understood by and between the parties hereto, that as a necessary condition of employment, employees shall be subject to investigation for security clearances, base access, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the U.S. government on government work. Failure to apply, maintain or gain a security clearance, base access, and/or the denial or permanent loss of required clearances and unescorted entry authorization by such governmental agency may be cause for release from the Company, due to inability to meet job requirements.

**Section 5.** Should an employee lose their security clearance or Base access they shall be availed the opportunity to make their appeal with the proper government agency and attempt to

regain such access or security clearance and will maintain their seniority for a period not to exceed a two (2) year period of time.

### **ARTICLE 13 – NO STRIKES NO LOCKOUT**

**Section 1.** During the life of this Agreement or any written extension thereof, neither the Union nor its members will call, sanction, participate in, authorize, instigate, support, assist, acquiesce in or condone any strike including, but not limited to, any unfair labor practice strike, sympathy strike, sit-down, slow-down, sickout, walkout, picketing, work stoppage, slowdown, whether sanctioned by the Union or not, by any employee which curtails, interferes with or interrupts or threatens such curtailment, interference or interruption of the Employer's operation.

**Section 2.** During the life of this Agreement, the Employer reserves the right to take disciplinary action, including discharge, against the participants in any strike, slowdown, sickout, walkout, picketing, stoppage, or other interference with production, and such action may not be raised as a grievance or be subject to the arbitration provisions of this Agreement, except as to whether or not the employee participated in such action. The aforementioned does not pertain to activities that do not affect operations under this CBA.

**Section 3.** During the life of this Agreement, or any written extension thereof, the Employer will not lock out the employees covered under this Agreement.

### **ARTICLE 14 – BENEFIT PLANS and HEALTH AND WELFARE**

Group Medical & Dental Insurance: The Company will, during the life of the bargaining agreement, maintain and contribute to the cost of health and dental care insurance for bargaining unit personnel. The offered group insurance plans may be modified from year-to-year for cost containment, improved coverage, ACA compliance and other legally required or carrier-imposed changes. It is agreed that the Company may change vendors of health care, dental care, vision, or Life/AD&D insurance during the life of this Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan (ACA Compliant). Should there be a change in the benefit plans, the Company will inform all employees of the change.

Effective the first day of this Agreement, all benefits will continue as currently being offered to include employee contributions for the Health and Dental.

Effective May 1, 2020, employees will be provided \$6.25 per hour up to 80 hours paid per pay period for the purchase of the following benefits. Effective January 1, 2021 the amount will increase to \$6.50 per hour up to 80 hours paid per pay and effective January 1, 2022, the amount will increase to \$6.75 per hour up to 80 hours paid per pay period. Employees will pay 100% of the cost of all benefits. Any cost exceeding the monies provided will be deducted from the employees pay on a biweekly basis. Any monies remaining after any purchases will be placed in the employee's paycheck.

Medical	Life Insurance	Long Term Disability
Dental	AD&D Insurance	Employee Assistance Program
Vision	Short Term Disability	

Employees may purchase the Company's Optional Benefits at their own cost. Employee must provide evidence of coverage elsewhere (excluding government subsidized plans available under

the Affordable Care Act, but including VA Medical Coverage, Tricare, etc.) to opt out of the Company's health insurance plans.

## **ARTICLE 15 – 401K**

**Section 1.** All employees covered under this agreement shall be eligible to participate in the company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.

**Section 2.** Effective May 1, 2020, the Company will contribute fifty cents (\$0.50) per hour for each hour worked, up to 40 hours per week, to the employee's 401k account. There will be no matching funds.

## **ARTICLE 16 – DISCHARGE AND DISCIPLINE**

**Section 1.** It is understood and agreed the Company may only discipline or discharge any employee covered hereby for just cause. Should an employee feel such action improper and in violation of the employee's rights under this Agreement, the employee shall be extended all the rights and privileges accorded by the Grievance and Arbitration procedures contained herein, provided the employee has completed the probationary period defined in the seniority article of this Agreement.

**Section 2.** Employees are subject to a four (4) step progressive discipline process. Attendance related discipline will be treated independently from other categories of disciplinary action. Process includes:

- 1) Verbal warning - first offense; will not be used for progressive discipline following six (6) months.
- 2) Written warning - second offense; will not be used for progressive discipline following twelve (12) months.
- 3) Suspension - Third offense; 1 – 3-day suspension without pay based on the egregiousness of the offense; will not be used for progressive discipline following eighteen (18) months.
- 4) Termination - fourth offense.

It should be noted that although this system is intended to be progressive and corrective, the company may determine that certain infractions or conduct or a demonstrated history of various infractions or conduct may justify skipping or accelerating certain steps or levels of discipline.

**Section 3.** The Company will administer all non-attendance related discipline within ten (10) working days of becoming aware of the infraction or five (5) working days after return from a deployment; whichever is later. The Company may extend the investigatory period at their sole discretion for one (1) period of ten (10) working days by notifying the Chief Steward prior to the end of the initial period of ten (10) working days of becoming aware of the infraction or five (5) working days after return from a deployment; whichever is later.

**Section 4.** In all cases where an employee is being discharged, suspended, or will be receiving a written warning notice or written reprimand, the employee shall be advised of his/her right to Union representation and to have a Union Steward present. The Company will honor such requests. In cases involving suspension or discharge, the employee shall be provided a reasonable amount of time to discuss the matter with his/her Union Steward prior to leaving the

premises, except in the cases where a Steward is not available at the site or the continued presence of the employee would be disruptive.

## **ARTICLE 17 – GRIEVANCE PROCEDURE & ARBITRATION**

**Section 1.** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Site Supervisor and the employee involved, provided the Shop Steward has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance may be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the Section of this Agreement alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties. Grievances involving discharge shall be processed at Step 3 of this grievance procedure.

**Section 2.** Except for payroll adjustment or bona fide pay discrepancies, no grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than ten (10) working days (or ten working days following return from travel) before such grievance is filed. The Chief Steward may extend the filing period at their sole discretion for one period of ten (10) days by notifying the Site Manager prior to the end of the initial period. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

- Step 1.** The employee involved shall first confer with his/her Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably, then the employee or the Steward may file a grievance. Within three (3) working days after receipt of the grievance, the Supervisor shall submit a written answer to the affected employee or Steward.
- Step 2.** If the grievance is not settled in Step 1, the Union Steward may take the written grievance and submit it to the Company's Site Manager or designee within five (5) work days of receipt from 1<sup>st</sup> Step Answer. The Union and the Company will attempt to settle/resolve the issue. Both the Union Steward and Site Manager or designee shall either meet in person or by telephone within five (5) working days. If the issue is not resolved, the Site Manager or designee has ten (10) days to submit his/her answer, to the Union Steward.
- Step 3.** If not settled at Step 2, the Union may submit the grievance to the Company's Program Manager, or designee, within five (5) working days. The Company's Program Manager or designee, and Union's Business Representative or designee, will meet in person or by telephone conference within ten (10) work days and attempt to resolve any grievance. If unable to resolve the grievance, the Program Manager, or designee, shall submit a written answer to the Union within five (5) work days.

**Step 4.** The Union's Business Representative may submit, within ten (10) work days following the Company's Step 3 Answer, written notice to the Company Program Manager of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The remaining arbitrator after alternating strikes will be the arbitrator. The Union will notify the Arbitrator of his/her selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties. The Company and Union will continue to attempt to resolve the grievance prior to arbitration.

**Section 3.** The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement. The parties may file post-hearing briefs. The Arbitrator shall render his/her decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party.

The decision of the Arbitrator shall be final and binding on all parties. In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees of costs of the Arbitrator shall be shared equally by the parties. The arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be borne by the Arbitrator.

No more than one (1) grievance shall be submitted to the same Arbitrator, unless mutually agreed to.

## **ARTICLE 18 - INSTALLATION of NEW JOB CLASSIFICATIONS**

**Section 1.** When new bargaining unit jobs are required that cannot be properly encompassed within an existing job classification, the Company will notify the Union of the requirements and will negotiate with the Union the rate of pay prior to the Company establishing the new classification, qualifications and rate of pay. If there is a failure of the parties to reach a mutual agreement the new classification shall be paid the average percentage differential between the appropriate Area Wage Determination and the other classification. If no ready classification exists on the current AWD the new classification and its rate of pay will be based on similar or required tasks performed. Example; the average % differential between the AWD and the other established classification contained in the CBA shall be used for the new classification.

**Section 2.** The parties agree to abide by the SCA Directory of Occupation job descriptions in the interim, while bargaining. Job descriptions (JD) shall be provided within ninety (90) days following the close of negotiations.

**Section 3.** If the parties are unable to reach agreement after bargaining to impasse, the matter will be advance to Step 3 of the Grievance Procedure and will be subject to arbitration.

## ARTICLE 19 – BEREAVEMENT AND JURY DUTY

**Section 1.** Bereavement leave will be granted up to three (3) days paid (with an additional two (2) days unpaid, made available if requested) to attend the funeral of immediate family members as follows:

(Additional one (1) day paid when required to travel over 500 miles) Immediate family is defined as mother, father, stepmother, stepfather or legal guardian, sister, brother, spouse, daughter, son, stepdaughter or stepson, grandmother, grandfather, great grandmother, great grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepsister, stepbrother or grandchildren/step-grandchildren and great-grandchildren, or other relative who resides in their domicile. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides appropriate documentation.

**Section 2.** Employees may use PTO time, upon supervisor approval, for which they are eligible, for extended travel for bereavement.

**Section 3.** Jury Duty - Employees absent due to jury service will be paid their straight time rate of pay including premiums on their regular pay schedule (e.g. 8, 9 or 10 hours as scheduled). Employees shall provide verification of service upon request. This pay shall not exceed thirty (30) days in any twelve (12) month period. In no event shall jury pay for time lost be made for jury duty performed on an employee's regularly scheduled days off, holidays as defined herein, or for hours in excess of forty (40) per week.

**Section 4.** When an employee is summoned for jury duty, he will notify the Company as soon as possible and will not be required to work and will be excused for the entire day(s) he/she is required to report and be available.

**Section 5.** An employee who is subpoenaed to court as a witness and is not involved directly in the case shall receive all benefits and pay and operate under the same conditions as outlined in this Article. The employee must provide the Company with a copy of the subpoena.

## ARTICLE 20 – WAGE RULES

**Section 1.** The Company shall pay the scale of wages included in Appendix A, made part hereof.

**Section 2.** For the purpose of this Agreement, an employee's straight time hourly rate is defined as the employee's base hourly rate of pay as listed in Appendix A plus all premiums.

**Section 3.** Employees temporarily promoted to a higher job classification shall receive the rate of the job classification they are temporarily assigned to. They shall, upon return to their prior classification, assume the rate held prior to the temporary assignment as directed. An employee temporarily assigned to a lower paying job will continue to receive their normal rate of pay. Temporary changes to job classifications up or down will not change date of hire and will not have any effect on seniority.

**Section 4.** In cases of layoff, the employee with the least seniority in the affected job classification shall be laid off first. Employees selected for layoff may elect to bump into lower rated classifications for which they are qualified to perform and displace the junior seniority

employee. The employee shall inform the Company of their election of bumping rights within twenty-four (24) hours following written notice of layoff.

## **ARTICLE 21 – SAFETY AND SAFETY EQUIPMENT**

**Section 1.** Employees shall be provided with required safety gear; including protective hearing protection, head gear, safety glasses, goggle an gloves. The company will comply with all state worker’s compensation as applies to on the job injuries. It is the intent of the company to maintain safe and healthy conditions as necessary to protect employees from injury, and it is the desire of the parties to maintain high standards of safety in order to eliminate, as far as possible, industrial accidents and illnesses.

**Section 2.** Employees will be responsible for purchase of their own safety toed shoes and prescription safety glasses.

**Section 3.** Employees injured on the job will be provided with transportation to and from the doctor’s office for treatment, on the day of injury, and will be paid to the end of their shift as if the injury had not occurred.

**Section 4.** The Chief Steward will be appointed to serve on the existing Amentum safety committee. This committee will be tasked with meeting monthly to review past safety issues and incidents, and to discuss and implement any new safety procedures and equipment.

## **ARTICLE 22 – TEMPORARY ALTERNATE WORK**

**Section 1.** The Company may provide a Temporary Alternate Work (TAW) program to Bargaining Unit employees who are unable to perform their normal work assignments due to an on-the-job illness/injury or other medical limiting situation. The intent of which is to assist Bargaining Unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not to impede the recovery process of their illness or injuries, provided the Company has the work available and is able to accommodate the employee's medical restriction.

**Section 2.** The TAW assignment may be Bargaining Unit or non-Bargaining Unit work. The employee will receive his standard contractual hourly wage and benefits regardless of work performed. The employee's start time will be in accordance with the Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority.

**Section 3.** The Company, including the Site Supervisor, Human Resources personnel and Corporate Worker's Compensation personnel will continue the Company's practice of working with employees and their physicians to attain the intent of this Article.

## **ARTICLE 23 – GENERAL PROVISIONS**

**Section 1.** It is understood and agreed that this Agreement shall supersede any and all agreements, existing or previously executed between the Company and any individual covered by this Agreement.

**Section 2.** The waiver of any breach of any of the provisions or terms of this agreement by either party does not constitute a precedent for future waiver or enforcement of such breach.

**Section 3.** In the event that any provision of this Agreement shall be or becomes invalid by reasons of any Federal, State, County, Municipal or Court of competent jurisdiction, it shall be suspended while such law, regulation or court decree is in force and the remaining provisions of the Agreement shall not be affected thereby.

**Section 4.** The Company will not limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities or otherwise discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of race, religion, sex, age, national origin, veteran status, union membership, color or that prohibited by state, federal or municipal law, including the American's with Disability Act (ADA) and Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

**Section 5.** The Union reserves the right to grieve unreasonable work rules.

**Section 6.** Substance Abuse Policy: A program, including random drug testing, will be maintained as well as all actions necessary to comply with the Drug Free Workplace Act and all Naval Air Station North Island regulations.

**Section 7.** Employees may wear IAM&AW Machinists Union shirts and hats.

**Section 8.** Employees on layoff status or leave of absence who need to change their mailing address will use the following addresses:

<https://myadp.com>

IAM: District Lodge 725  
5150 Kearny Mesa Road  
San Diego, CA 92111  
Tel: (858) 292-5150  
Fax: (858) 292-5273

**Section 9.** In the event an employee is temporarily assigned to work in a classification for which the rate of pay is higher than the pay received by the employee in his regular classification, he/she shall receive the higher rate of pay for such hours worked in the higher classification. In the event an employee is assigned to work temporarily in a classification lower than his/her regular classification, he/she shall receive his/her working rate of pay.

## **ARTICLE 24 – FIELD DUTY**

**Section 1.** All employees going on TDY will be required to sign up for direct deposit. Employees who are temporarily assigned away from the work site, to which they are assigned to perform work for the Company, shall have their transportation, accommodations, Meals and Incidental Expenses provided for by the Company. Hotel, rental vehicles and airfare will be paid for directly by the Company. When possible, such employees shall be given an Allowance, prior to the date of travel, for the purpose of purchasing meals and incidentals, when a Company credit card is not issued. When emergent TDY occurs, monies for meals and incidental expenses will be direct deposited as soon as possible.

- a) Employees can request either a travel or pay advance based on the per diem rate of the arrival location, and other expenses that are estimated to occur. All requests for advances will be approved based on an accurate estimate of expenses. Additional advances will be issued if the travel is extended beyond the original estimated duration if logistically possible.
- b) It is the employee's responsibility to claim all travel advances on their expense reports.

- c) Reimbursement of expenses will be made by direct deposit if the expenses are claimed and approved on an expense report. The timing of the reimbursement is based on the employee's timely completion of an expense report and normal administrative processing of the expense report. Any overpayment of per diem made to the employee by the Company will be paid back by the employee by cashier's check or money order within fourteen (14) business days of return, or will be withheld from the employee's pay on an incremental basis.
- d) 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. Travel time is considered time worked for the purpose of computing overtime.
- e) Employees on TDY assignment will be paid their normal classification rate.

## **ARTICLE 25 - SCOPE OF AGREEMENT**

**Section 1.** 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 any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject of matter referred to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the right, and each agrees that 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 any of the parties at the time this Agreement was negotiated or signed.

**Section 2.** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. On the sale, transfer or lease of any facility and/or equipment only the specific provisions of this Agreement, including supplements or other conditions shall prevail. The Company shall give notice of the existence of this Agreement to any purchase, transferor, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof.

## **ARTICLE 26 – MACHINIST CUSTOM CHOICES**

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite after normal working hours, once per year.

The Company will honor payroll deduction requests and remit deductions to the underwriting Insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS.

The Company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provisions of this Article will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

### ARTICLE 27 – DURATION

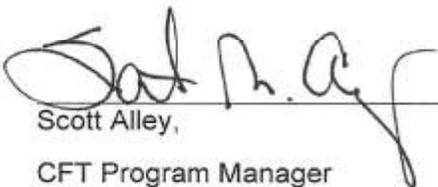
Upon ratification, this Agreement will be in full force and effect April 1, 2020, to and including March 31, 2023 and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by certified mail.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representatives this 2<sup>nd</sup> day of March, 2020.

**For**  
**Amentum**

  
\_\_\_\_\_  
Lester W. Jordan, Senior Director  
Employee & Labor Relations

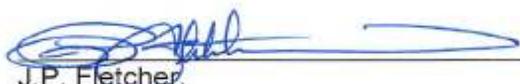
  
\_\_\_\_\_  
Brittne Bailey, Director  
Human Resources

  
\_\_\_\_\_  
Scott Alley,  
CFT Program Manager

  
\_\_\_\_\_  
Mark Agnew  
FRC ASE Program Manager

  
\_\_\_\_\_  
Evan Walters,  
Site Manager

**For**  
**International Association of**  
**Machinists & Aerospace Workers**  
**District Lodge 725**

  
\_\_\_\_\_  
J.P. Fletcher,  
Area Director IAM&AW DL 725

  
\_\_\_\_\_  
Brian Miller,  
Business Rep. IAM&AW DL 725

  
\_\_\_\_\_  
Morris A. Maraya,  
Committee Member

  
\_\_\_\_\_  
Alfonso Silva,  
Committee Member

  
\_\_\_\_\_  
Danny Smoot,  
Committee Member

## APPENDIX A – WAGES

<b>Job Classification</b>	<b>Current</b>	<b>5/1/20</b>	<b>5/1/21</b>	<b>5/1/22</b>
Aerospace Structural Welder	\$30.69	\$35.59	\$36.74	\$37.84
NDI Technician II	\$29.34	\$34.19	\$35.30	\$36.35
Ground Support Equipment Mechanic	\$29.34	\$34.19	\$35.30	\$36.35
Ground Support Equipment Mechanic Cranes	\$29.34	\$34.19	\$35.30	\$36.35
Technical Order Librarian	\$28.14	\$32.95	\$34.01	\$35.03
Supply Technician	\$27.60	\$32.39	\$33.43	\$34.43
Ground Support Equipment Worker	\$23.93	\$28.58	\$29.50	\$30.39
Production Control Clerk	\$22.44	\$27.03	\$27.91	\$28.74
Automotive Painter	\$18.45	\$22.89	\$23.63	\$24.34
Shipping & Receiving Clerk	\$16.49	\$20.86	\$21.53	\$22.18
Tool and Parts Attendant	\$16.17	\$20.53	\$21.19	\$21.82

All monetary increases occurring in this Agreement will become effective the first full pay period following the designated effective date.