

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2017-10841
Diane Koplewski	Division of	Revision No.: 1
Director	Wage Determinations	Date Of Last Revision: 11/30/2020

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State: Georgia

Area: Cobb

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Employed on DEPT OF DEFENSE contract for Base Operating Support Services.

Collective Bargaining Agreement between contractor: Pegasus Support Services, LLC, and  
union: International Association of Machinists and Aerospace Workers AF Local , effective 10/01/2020 through 09/30/2023.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended,  
employees employed by the contractor(s) in performing services covered by the  
Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits  
set forth in the current collective bargaining agreement and modified extension  
agreement(s).

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PEGASUS SUPPORT SERVICES, LLC and its assigns**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

**AFL-CIO DISTRICT LODGE 131 and it LOCAL LODGE 611**

**MARIETTA, GA**

**Effective October 1, 2020**

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## **PREAMBLE**

This Agreement, effective October 1, 2020 by and between Pegasus Support Services, LLC of Woodstock, Georgia, and its assigns, hereinafter referred to as the Company, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 131 and its LOCAL LODGE NO. 611 hereinafter referred to as the Union, their successors and assigns.

The intent and purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure sound and mutually beneficial industrial and economic relationships between the parties.

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 term “employee” or “employees” as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article of this Agreement. Any terms denoting the masculine gender such as “he” or “his” as used in this Agreement shall refer both to male and female employees of the Company.

## ARTICLE 1 - RECOGNITION

### 1.01

**Section 1.** Pursuant to and in accordance with all Federal, State, Local, Service Contract Act Provisions, and Air Force Regulations, the Company recognizes the Union as the sole exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

**Section 2.** The bargaining unit shall consist of hourly full-time, part-time, and temporary employees, employed at Dobbins Air Reserve Base, and exclude all management, confidential administrative assistants, management confidential purchasing agents supervisors, and management employees. Bargaining unit work will be performed only by bargaining unit members with the exception of emergencies (ie. when no bargaining unit members are available) or training.

### **Section 3. Employee Definitions**

1. Regular Employee: A “regular employee” is a person who has completed the ninety (90) day probationary period, has been accepted by the Company for employment.
2. Regular Full-time Employee: A “regular full-time employee” is an employee who has completed their ninety (90) day probationary period, whose normal assignment of work is in an established position requiring a regular schedule, typically of forty (40) hours per week, on a regular recurring basis throughout the year.
3. Regular Part-time  $\geq 30$ : A “part-time  $\geq 30$ ” employee is an employee who has completed the ninety (90) day probationary period, whose normal assignment of work in an established position requiring a regular schedule, typically of at least thirty (30) hours per week, on a regular recurring basis throughout the year.
4. Regular Part-time  $< 30$ : A “part-time  $< 30$ ” employee is an employee who has completed the ninety (90) day probationary period, whose normal assignment of work is in an established position requiring a regular schedule, typically of less than thirty (30) hours per week on a regular recurring basis throughout the year.
5. Temporary Employee (season / on-call): A temporary employee is an employee whose employment is obtained for a limited duration or season, such as in performing lawn maintenance and or snow plowing. This classification excludes those individuals supplied under contract by an outside vendor. Generally, a temporary employees’ term is at least ninety (90) days in duration, and with the exception of seasonal grass maintenance employees, not to exceed one-hundred and eighty (180) days unless mutually agreed upon by the Company and the Union.
  - a. Seasonal / Temporary – Grass Maintenance: A seasonal grass maintenance employee is an employee who is hired for the grass cutting season, typically April – October. Generally, this employee will be assigned a defined / regular schedule for a finite period.
  - b. On-Call / Temporary – Snow Removal Workers: A temporary, on-call snow removal worker is an employee who is hired to work on an “as needed”/ on-call basis only, which is intended to be infrequent or irregular in nature.
  - c. Temporary Employees – (seasonal /on-call): Temporary Employees (seasonal /on-call) who work beyond a ninety (90) day period will be subject to union dues, however, are not

subject to other benefits of the Collective Bargaining Agreement except as specified in Section 4 below.

Nothing above is intended to construe a guaranteed number of hours of work per day or per week.

**Section 4.** When an employee filling a job classification that is considered temporary / seasonal by the Company continues to be employed and work for more than ninety (90) days continuously, the employees will then, following the completion of ninety (90) days of continued employment, become eligible for benefit entitlements under the Agreement on a pro rata basis (as would be calculated for part-time employees) for his anniversary year (or for the contract year for such benefits calculated in that manner). Benefit entitlement will be limited to vacation, holidays, bereavement, and health insurance, and pension.

However, should the employee experience a break in service, or does not return to work for the Company for seasonal work (that has been contiguous) when called by the Company, then the benefit entitlements revert back to temporary status designation.

## **1.02 BARGAINING UNIT**

The bargaining unit is defined as full-time and regular part-time employees working for the Company, its successors and /or assigns at Dobbins Air Reserve Base as certified by the National Labor Relations Board in case# 10-RC-15679. The bargaining unit includes : Production Control Clerk, Planner Estimator, Motor Vehicle Mechanic, Motor Vehicle Mechanic Helper, Tractor Operator, Aircraft Servicer, Carpenter, Fuel Distribution System Mechanic, General Maintenance Worker, Pipe Fitter (O&M Lead), Travel Clerk II, Automotive Worker, Warehouse Specialists, Air Traffic Control, Specialists Station, Motor Vehicle, (Dispatcher, Mechanic), Laborer, Grounds Maintenance, Stock Clerk, Aircraft Servicer (lead), Electrician, Fuel Distribution System Operator, HVAC Mechanic, Plumber, Supply Technician, Material Coordinator, Electronic Technician, General Maintenance, General Maintenance Laborer, Maintenance Electrician, Fuel Distribution System Operator, Liquid Fuel Maintenance, Accountant Clerk II, Maintenance Carpenter, Electronics Tech III, Working Lead Man, Lead Electrician, Computer Operator III, Aircraft Arresting System Mechanic, and Aircraft Arresting Mechanic Lead, and all full-time and regular leads, including any new or revised classifications that may be negotiated or created under the terms of this Agreement, including any classifications listed in Appendix A not referenced in this section. Those classifications of employees generally excluded by the National Labor Relations Board, including office clerical, professional employees, managerial employees, supervisors and guards shall not be recognized as belonging to the Bargaining Unit.

## **1.03 JOB CLASSIFICATIONS**

Job Classifications covered by this Agreement will be those as found in the Service Contract Directory of Occupations, the Davis Bacon Wage Decisions, and specifically named in Appendix A of this document.

## **1.04 JOB DESCRIPTIONS**

Job descriptions will follow those as found under the Department of Labor for the Service Contract Act, except for those positions which are not described in the Dictionary of Occupational Titles. The Job Descriptions for the Job Classifications listed in Appendix A as defined by the Dictionary of Occupational Titles under the Service Contract Act will remain in effect with no changes in the material

content of the Job Descriptions unless changed by the Dictionary of Occupational Titles. A job description of the jobs not defined in the Dictionary of Occupational Titles will be mutually agreed upon between the Company and the Union and established as a memorandum of understanding within 120 days of the signing of this Agreement. The Company reserves the right to determine the minimum job requirements to meet the job description in terms of hiring and assigning of duties consistent with definition established in Article 4.02. The material content of a job description does not preclude the Company of assigning tasks to bargaining unit members on a recurring or non-recurring basis provided the member is trained and qualified to complete the task.

### **1.05 NO EFFECT ON PERSONNEL IN CLASSIFICATIONS**

Any changes to the material content of the current existing job descriptions shall have no adverse effect on personnel currently holding any classifications to which changes in the job descriptions may apply. Any changes in qualifications, experience, or job descriptions shall not be used to discipline employees currently holding said classifications. A demotion or transfer may occur if the Government redefines the current job classification beyond the ability of the employee to meet the classification.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 DECISIONS VESTED IN COMPANY**

**RIGHTS & FUNCTIONS OF MANAGEMENT:** Except as abridged elsewhere in this agreement, management's rights include, without limitation, the following: to direct, control, and schedule its operations and work force; to make all decisions affecting the business; to hire, terminate, promote, lay off, assign, classify, evaluate transfer, suspend, discharge and discipline employees for just cause; to select the number assigned to any particular work; to determine the starting and quitting times and the number of hours per day and the shift to be worked; to establish, modify, and enforce reasonable rules and regulations that are not in direct conflict with the express provisions of the Agreement; to select and hire employees; to introduce new, improved, or different methods of operations which may cause a reduction in the work force; to establish, change or combine job classifications; to determine job qualification; to establish committees, and working groups in support of the Company's safety and total quality management objectives; provided such committees, or working groups may not function in a representative capacity or deal with matters involving wages, hours, or working conditions.

### **2.02 RULES AND REGULATIONS**

The Company shall enforce fair rules and regulations. The Company agrees that the provisions of this Agreement and conditions of employment shall be applied in a fair and equitable manner. The Union and employees shall be notified in writing fifteen (15) days prior to the institution of new rules and regulations or changes in existing rules and regulations. Employees may only be disciplined for just cause. An employee shall have the right to protest through the grievance procedure the extent of any penalty levied against any employee for any alleged violation of such rules and regulations. The Union reserves the right to file grievances on behalf of represented employees of the bargaining unit.

The Company reserves the right to determine whether employees meet job qualifications consistent with said definitions established under 4.02 of this Agreement. Management will furnish the Union with a current list of job qualifications as defined by contract requirements.

A copy of the Company Employee Handbook will be provided to the Union for use by the Union.

### **2.03 NO DISCRIMINATION**

There shall be no discrimination in regard to tenure, terms, or conditions of employment because of race, creed, color, sex, marital status, age, religion, national origin, ancestry, military veteran status, handicap status, union activity, or disability regardless of the number of employees in the bargaining unit who are employed by the Company.

### **2.04 CHANGE IN LOCATION OF OPERATIONS**

The Company shall notify the Union of any changes in the specific work location of its employees expected to exceed ten duty days within one work day of receiving Government notification of location change. The Company and the Union shall meet to negotiate the effects of any such changes.

### **2.05 DISCIPLINE**

- A) Disciplinary action shall only be initiated by the Company for just and sufficient cause. The principles of progressive discipline shall be adhered to, as set forth below.
- B) With the exception of suspensions, there shall be a nine (9) month reckoning period for any disciplinary action taken, after which all reference to the matter shall be removed from the employee's record, provided the employee has not committed any infraction of the same rule for which they were disciplined during the reckoning period. Suspensions will remain in the employee's record for twelve (12) months at which time removal will be made under the same conditions as stated for other disciplinary actions.
- C) For infractions of Company rules, the following four (4) step procedure will usually be followed:
  - 1) Documented oral counseling
  - 2) Written reprimand
  - 3) Suspension
  - 4) DischargeAt the final step of the procedure, the Company may elect to enforce another suspension rather than a discharge without prejudice to any other case.
- D) Employee(s) shall have the right to Union representation during any interview that may be disciplinary in nature or lead to any discipline. Employee(s) shall be notified of these rights prior to any such interview taking place. The Steward shall be notified and be given the opportunity to attend such interviews.
- E) All written discipline given to employees must be signed by the employee with a Union steward present when requested by the employee. A refusal to sign the disciplinary notice shall be so noted. Employees who refuse Union representation shall certify in writing their waiver of rights to such representation.
- F) The Company shall have the right to begin disciplinary proceedings at any of the four steps, or to discharge an employee immediately for such egregious infractions including but not limited to:
  - 1. Dishonesty



2. Falsification of timekeeping records
3. Theft or inappropriate removal or possession of property
4. Insubordination or other disrespectful conduct
5. Intoxication or impairment
6. Drugs, including prescribed medication that intoxicates and/or impairs the employee's performance or creates a safety hazard
7. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace
8. Fighting or threatening violence in the workplace
9. Unauthorized disclosure of business "secrets" or confidential information
10. Negligence or improper conduct leading to damage of company-owned or customer-owned property
11. Workplace harassment of any type
12. Unauthorized use of telephones, computers, or other company-owned or customer-owned equipment

## **2.06 DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of our employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees. The Company's Drug Free Workplace policy is outlined in the Pegasus Support Services, LLC Company Handbook and in the handbooks of their assigns.

## **2.07 VIOLATION OF POLICY**

The Company considers any violation of drug use, possession, distribution, or sale of drugs, drug paraphernalia a serious matter that may result in the immediate termination of the employee. The Company also considers any violation of alcohol use, including reporting to work under the influence, on Company premises a serious issue that may warrant immediate termination of the employee.

## **2.08 NOTIFICATIONS OF MEDICINES USE**

Employees being drug tested shall be permitted to complete a medical / patient over-the-counter and prescription medicine form to inform the laboratory personnel of possible false positive sources prior to providing a sample.

# **ARTICLE 3 – UNION SECURITY AND RIGHTS OF EMPLOYEES**

## **3.01 CHECK-OFF**

During the existence of this Agreement, the Company, insofar as permitted by State and Federal Law, shall deduct out of the current net earnings payable to an employee covered by this Agreement, applicable Union dues or agency service fees, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a document provided by the Union and shall continue deductions until such authorization is duly revoked by the employee.

Failure to authorize union dues or applicable service fees deductions does not relieve employees from the Union agency shop obligation under this Article. As provided in the authorization form, it shall contain at a minimum the name, signature, and social security number of the employee executing the form.

### **3.02 DEDUCTIONS**

Deductions from money due the employee pursuant to this Article shall be made from the net earnings due the employee and shall be payable on each regular payday. Such payroll deductions shall be made by the Company beginning with the payroll period next commencing after receipt by the Company of the properly executed Union authorization forms.

### **3.03 INSUFFICIENT EARNINGS**

In the event an employee does not have sufficient earnings on a regular payday to cover the amount of said deductions for that payday, the Company shall make such deduction from the earnings due the employee on the next regular payday.

### **3.04 REMITTANCE OF DUES**

Deductions shall be remitted to the Financial Secretary of District Lodge No. 131 at the address provided by the Union, currently 500 Cordele Rd., Albany, GA 31705 not later than fifteen (15) days following pay day.

### **3.05 WHEN DUES ARE NOT DEDUCTED**

Should an employee be promoted or transferred to a 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 to the Financial Secretary of District Lodge No. 131 the names of all such employees who have been promoted or transferred.

### **3.06 AGENCY SHOP**

As provided herein, all employees in the bargaining unit now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended, shall as a condition of continued employment in such work become and remain members in good standing in the Union or pay applicable service fees sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later. Each employee shall receive a notice (from the Union) of their obligations under the Union agency shop provisions of this Article and shall sign for the receipt of such notice.

### **3.07 DISCHARGE FOR FAILURE TO PAY UNION DUES**

The Company will within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or paying the applicable agency service fees, initiation fees and reinstatement fees, as required by Section 3.06. 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 agency shop requirements.

The Union will indemnify and hold the Company harmless against any and all claims, liabilities, demands, lawsuits, or other forms of liability and demands made against the Company on account of any action taken by the Company in conjunction with this Article.

## **ARTICLE 4 – SENIORITY**

### **4.01 SENIORITY DEFINED**

For the purposes of this Agreement, Seniority is defined as the employee’s total unbroken length of service with the Company and all previous contractors as defined under the Service Contract Act for those employees in the bargaining unit not in probationary status at the time this Agreement becomes effective or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended.

An employee’s seniority date shall be the earliest date the employee began performing work for the Company and all previous contractors, except when seniority has been broken (as defined in Section 4.05), in which event his seniority shall be computed from the last period of rehire and shall be computed from the first day he began performing work for the Company after rehire.

Employees in a lay off status continue to accumulate seniority. An employee’s relative ranking for purposes of seniority shall be as follows: An employee having an earlier seniority date shall be more senior than an employee with a later seniority date. The relative seniority of employees who have the same seniority date shall be determined in accordance with the last four digits of each employee’s social security number. In such cases, the employee(s) having the lowest number(s) shall be deemed to be the most senior; if the last four digits are identical, the next previous digit which is not identical shall be determinative.

The Company will give preference to seniority, qualifications, and performance among employees in the bargaining unit and in accordance with this Article. In applying the principles of seniority, each employee’s seniority date, qualifications, and performance shall be used to establish first right of acceptance or refusal. The first right of acceptance or refusal shall be given to the most senior qualified employee. If the most senior qualified employee chooses to refuse an opportunity, then the qualified employee with next lower relative seniority date will be given the same right of acceptance or refusal. Each time the right of acceptance or refusal is exercised and a need still exists, the opportunity to exercise the right of acceptance or refusal shall be given to each next senior qualified employee in succession until the least senior qualified employee is given the opportunity to exercise the right of acceptance or refusal.

The principles of seniority shall be used in the determination of layoff / recall, shift changes, and TDY assignment with the right of first acceptance or refusal given to the most senior qualified employee(s) first. If there is no employee(s) volunteering to accept, then the least senior qualified employee(s) shall be assigned.

## **4.02 QUALIFICATIONS**

“Qualified” or “qualifications” unless otherwise specified, shall mean the employee meets the minimum requirements of the job description and can perform the work involved, upon placement into the respective classification with limited indoctrination. The company reserves the final decision on determining the person(s) qualified to perform tasks based on completed training and demonstrated performance.

## **4.03 ACQUISITION OF SENIORITY**

Employees who are employed by the Company at the time this Agreement becomes effective shall have their seniority date established in accordance with Section 4.01 of this Article if they have completed their probationary period of their initial hire. Current non-probationary employees shall not be subject to the ninety (90) day probationary period and shall retain and accrue all seniority as established by initial start date on the Government contract.

A new employee is an employee who was not employed by the Company or its predecessor contractor(s) prior to the effective date of this Agreement or any employee who is reemployed after a break in seniority, in accordance with Section 4.06 of this Agreement, subsequent to the effective date of this Agreement. Said new employees shall not acquire seniority under this Agreement until the expiration of a probationary period consisting of ninety (90) calendar days of continuous service following the day he begins performing work for the Company. If the employee is continued in the employ of the Company after the expiration of the ninety (90) day probationary period, he shall acquire seniority and his seniority shall be computed from the first day he began performing work for the Company in the bargaining unit set forth in this Agreement. Any separations of employment during said ninety (90) day probationary period shall not be made on the basis of a claim or grievance against the Company, and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.03 of this Agreement.

During their first ninety (90) days of employment, employees who are in a probationary status shall not compete for classification, location, or shift provided the mission of the installation is not negatively affected by limiting such bid.

## **4.04 REHIRE OF PROBATIONARY EMPLOYEE**

In the event that a probationary employee is rehired within sixty (60) calendar days after being terminated as part of a layoff process during the employee’s probationary period, he shall receive credit for all previous service as a probationary employee.

## **4.05 BREAKING SENIORITY**

An employee’s seniority shall be considered broken and all rights under this Agreement forfeited only when an employee:

- Is discharged for just cause
- Resigns

- Accepts employment in a position with the Company that is outside of the bargaining unit defined by this Agreement
- Retires
- Fails to comply with, in the case of a layoff, the reduction in force and recall provisions as set forth in this Agreement
- Fails or refuses to return to work within seven (7) calendar days after being recalled, unless a satisfactory reason and documentation (if such documentation exists or can be acquired) is provided to warrant leniency. Notification of recall for the purpose of this Section shall be made by certified mail or other documented and verifiable means addressed to the employee's last known address as shown on the Company's records. The employee shall keep the Company informed of his current address.
- Failure of regular full-time employees to be recalled from layoff within twelve (12) months after the date of such layoff.
- Failure of part-time / seasonal employees to be recalled from layoff within six (6) months after the date of such layoff.

#### **4.06 REDUCTION IN FORCE**

If a reduction in the number of employees should become necessary because of a lack of work or for other justifiable reasons, such reduction shall be on the basis of the least amount of seniority within the job classifications. A layoff is a layoff that is five (5) work days or forty (40) hours or more in duration. There shall not normally be a layoff for less than five (5) work days or forty (40) hours. For the purpose of a layoff, employees in the bargaining unit shall be laid off in the following order:

- a) Seniority employees who desire to be laid off shall be permitted to submit a written request to volunteer to be laid off. Said seniority employees shall be laid off first. If there is a conflict among those employees requesting layoff, seniority shall prevail and the employee(s) who is more senior shall have his request honored.
- b) If there are no volunteers for layoff and seasonal or part-time employees, if any, have been displaced, then probationary employees in the affected classification shall be laid off next, and:
- c) Seniority employee having the least seniority shall then be laid off.
- d) Employee affected by a reduction in force in their affected classification will be notified in writing along with the Union not less than fifteen (15) calendar days' notice prior to the effective date of the layoff if practicable, (i.e., government stop orders). The notice shall state the date the layoff will become effective and the expected date of return, if known. Employees who are affected by a layoff and are on a leave of absence at the time the layoff notice is due to be given shall be notified of the layoff by certified letter or other documented and verifiable means sent to their last known address as shown on the Company records. Employees who are laid off as a result of being displaced by a more senior employee under Section 4.07 are not subject to the fifteen (15) day notice provision but will receive two (2) work days' notice or as soon as possible.
- e) Non-probationary employees may displace a less senior employee in the next lower job classification, provided the employee is qualified to do that job by definition established under 4.02 of this Agreement. The displacing employee shall be paid at the rate of the job classification he moved into. The last step in the reduction in force shall be the layoff of the employee with the least seniority in the lowest job classification affected by the procedures as described above, or by any affected employee electing to accept the layoff from his current classification.

- f) The affected employee(s) given notice of a reduction in force shall indicate their election to exercise the above displacement rights or accept the layoff within three (3) working days of the receipt of such notice. Failure to indicate to the Company the above election shall be considered an acceptance of layoff. No employee shall have the right to displace any employee in a higher job classification.

#### **4.07 LAYOFF RECALL RIGHTS**

Regular full-time employees in layoff status shall continue to accumulate and retain seniority for twelve (12) months. Employees will be recalled in reverse order of layoff. The Company will send recall notices by certified mail to the employee's last official address of record as provided by the employee at the time of the layoff or after a change of address. The employee recalled must respond within two (2) work days after receipt of notification and must report for work within seven (7) working days after receipt of the recall notice was received to accept employment. If employees laid off from a job classification decline to return to a particular classification, then the next employee in reverse order of layoff shall be offered recall.

An employee who refuses a recall to a job below the highest classification to which he has recall rights shall also lose recall rights to other positions at or below the refused classification level; however, the employee will retain recall rights to higher job classifications. Once an employee is offered the equal job classifications from which he was laid off, refusal to reinstate shall cause the employee to lose all recall rights and seniority ceases as of the date of refusal.

Notice by the Company to the last known address, as outlined above, shall be considered as fulfilling the recall notice requirements. An employee failing to comply with the provisions of this article shall be considered as having voluntarily resigned from the service of the Company.

#### **4.08 CLASSIFICATION VACANCIES**

Whenever a vacancy or job opening for a classification exists, other than as a result of layoff, the Company shall post a written notice of the vacancy on all Company bulletin boards in each work site for five (5) work days if the position is determined by the Company to be refilled. The written notice shall state the classification to be filled, the date the notice is posted, the date the position will be filled, and the job description for the classification. The position shall be filled from within the bargaining unit from the pool of qualified bidders. Any employee in the bargaining unit desiring to be considered for the vacancy shall submit a written request for the posted vacancy to the Project Manager prior to the end of the five (5) day period. The vacancy will be filled by the most senior qualified employee(s) in the bargaining unit who has submitted a written request. All classification status changes will take place immediately upon acceptance.

- a) The employer shall attempt to contact employees, in the presence of a union steward, who are away from work during the period of job postings due to vacation, leave of absence, or other approved leave.
- b) An employee on layoff shall not be entitled to displace another employee from employment.
- c) If the vacancy is not filled under Section 4.08, 4.08(a), or 4.08(b), it will be filled by new hires.

#### **4.09 TRAINING**

Whenever a need for training exists as determined by the Company, the Company will list the qualifications for training and will be the final decision maker as to whether an employee is qualified. The Company will not advantage one employee over another through the delivery of training. All training costs will be paid by the Company for any new / additional requirements placed on employees by the Government customer (i.e. certifications, licensing, or any others that may apply) to continue performing work they have done in the past without such documentation. In the case of new technology, equipment and / or job duties where additional training is required, the Company will, at its discretion, provide additional training. In no case will the Company circumvent its established safety procedures.

#### **4.10 NOTIFICATIONS OF CHANGE IN STATUS**

The Company will notify employees of any impending change in their shift in writing not later than the mid-point of his shift on the last regular work day the week prior to such change taking effect. A copy of the change will be posted on Company bulletin boards at each work site during the week the changes are made. Due to mission requirements, notification requirements may be waived.

#### **4.11 TRIAL PERIOD**

An employee assigned to a job classification who fails to perform satisfactorily the requirements of the job classification will be returned to the status he held prior to his assignment, within a reasonable length of time, not to exceed thirty (30) days; however, upon mutual agreement between the parties, the thirty (30) day period may be increased by an additional thirty (30) days. In such a case, the next senior qualified employee who submitted a request for the vacancy shall be selected to fill the opening.

#### **4.12 TEMPORARY TRANSFERS**

An employee who is temporarily transferred to a lower classification shall not suffer a reduction in pay. An employee who is temporarily transferred to a higher classification shall be paid at the higher rate of pay for all hours worked in that higher classification. Under normal circumstances, temporary transfers shall not exceed thirty (30) days.

#### **4.13 SENIORITY LISTS**

The Company shall provide the Union with an updated seniority list each August for the Chief Steward or Business Representative. The seniority list shall accurately reflect the seniority of each employee and shall include those employees on a layoff status. When a change occurs, a new list will be provided to the Chief Steward. An updated seniority list will be given upon request by the Chief Steward for the investigation of a grievance against the Company.

#### **4.14 ERRORS IN SENIORITY LISTING**

Verified errors on the seniority list shall be corrected as soon as practicable.

#### **4.15 SECURITY CLEARANCES AND / OR ACCESS PRIVILEGES**

- 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 agrees 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 7 of this Agreement.
- C) In the event that such Government Agency following the taking of such action advises the Company in writing 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.

#### **4.16 PART-TIME EMPLOYEES**

Part-time and seasonal employees will be maintained on a seniority list of their own. Part-time employees will be given the first opportunity to fill full-time openings in classifications for which they qualify as determined by the Company. Part-time employees will earn seniority at 50% of the rate of full-time employees. Part-time employees shall not displace a regular full-time employee.

### **ARTICLE 5 – LEAVES OF ABSENCE**

#### **5.01 UNPAID LEAVES OF ABSENCE**

##### **a) TEMPORARY LEAVE FOR UNION BUSINESS**

Leaves of absence without pay may be granted by the Company on five (5) days written request of the Union to attend official Union business on behalf of the Union, but shall not exceed a total of three (3) employees. Additional employees may be released at the Company's discretion. Such leaves may not normally exceed five (5) work days. The Company or Union may waive the five (5) day notice when calls are of an emergency nature. It is the intention of the Union to honor and respect the requirements of the mission in requests for leaves of absence for such leaves. It is understood that such requests will not adversely affect the mission and employees in the local area are subject to recall based on mission requirements.

##### **b) LEAVE FOR PERSONAL REASONS**

Leaves of absence without pay for relatively short periods up to ten (10) work days may be granted to employees for personal reasons and seniority shall accumulate during such leaves. The ten (10) work day limit may be extended by agreement of the Company at its sole discretion. Such leave must be requested in writing and approved by the Project Manager. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5)



calendar days prior to the date the leave would commence, except in cases of emergency. In the event the Project Manager denies a leave request, he will clearly state the reason for such denial in writing to the employee. Employees may exercise their rights under the Family Medical Leave Act (if eligible per requirements of FMLA statute) in which case the ten (10) work day limit may be waived. Failure to return from leave of absence on the first scheduled work day following the expiration date of said leave without prior approval, may result in disciplinary action. Unless extraordinary circumstances are involved, no more than one employee from each shop or work unit can be on unpaid personal leave during any 5-day period.

c) **WORKER'S COMPENSATION LEAVE**

Employees away from their jobs because of compensable injury or compensable disease shall be given leave of absence without pay and shall accrue seniority while on such leave.

d) **APPLICATION FOR EXTENDED LEAVE**

Applications for an extended leave of absence for a period without pay of up to thirty (30) days may be granted to employees for personal reasons and seniority shall accumulate during such leaves. Under extenuating circumstances, periods up to one year may be approved by the Company upon request of the employee.

e) **LISTING PROVIDED UNION**

At the end of each month, the Company shall furnish the Union a list of employees on unpaid leave of absence. This list shall include the date each leave commenced.

## **5.02 PAID LEAVES OF ABSENCE**

a) **BEREAVEMENT LEAVE**

Regular full-time employees shall be entitled to three (3) consecutive work days of bereavement pay during a period of bereavement leave that is due to the death of a member of his immediate family. A day of Bereavement pay shall be defined as eight (8) hours of pay for full-time employees. Bereavement leave of three (3) consecutive work days shall be granted upon request. Two (2) additional consecutive work days of bereavement leave shall be granted if the distance required for travel is more than two hundred (200) miles from the employee's work site and the employee travels to the location. Members of the immediate family include: the employee's spouse, father, mother, step-father, step-mother, sister, brother, half-sister, half-brother, step-sister, step-brother, child (including still-born children), step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, and grandparents. "Child" includes a foster child placed in the employee's home by a state agency. Seniority shall accumulate during such leaves of absence. An employee may request additional days of vacation leave or leave without pay in the event they are the executor of the deceased's estate. Documentation in the form of an obituary or other acceptable proof will be required to process bereavement leave.

b) **MILITARY ANNUAL TRAINING LEAVE AND AUGMENTED PAY**

Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed two (2) weeks in each calendar year, provided the Employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Such leave of absence shall be referred to as military

annual training leave. Employees granted military annual training leave shall be paid the difference in the earned military base pay he received while on military annual training leave and the pay he would have received had he worked his regular schedule during his leave of absence. In order to be eligible for the military annual training leave pay, the employee shall furnish the Company a copy of their leave and earning statement for the period.

c) **JURY AND WITNESS DUTY**

Employees summoned to serve on jury duty or as a witness in a trial in which they are not a criminal defendant will be paid their regular hourly rate for all such time spent on jury duty. Notice of jury or witness duty must be given to the Company upon receipt of a jury or witness summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply. Employees required to work shift work will be considered as assigned to day shift for the duration of the jury or witness duty and shall receive payment as outlined above. Employees summoned to jury or witness duty that are released by the Court with less than four (4) hours of jury or witness duty service shall return to work.

**5.03 FAMILY AND MEDICAL LEAVE**

The Company will adhere to the Family and Medical Leave Act as provided by law.

**ARTICLE 6 – UNION REPRESENTATION**

**6.01 NOTIFICATION OF LOCAL UNION REPRESENTATIVES**

As soon as possible after the effective date of this Agreement, the Union shall notify the Company of the names of the Business Representative, District Lodge 131 Financial Secretary, Chief Steward, and Shop Stewards. Thereafter the Union shall notify the Company of any changes in representation. The union shall be represented by a Chief Steward, who shall be assigned to day shift operations. Additionally, the Union shall be represented by stewards who shall be assigned to each shift of operations. For the regular day shift, there shall be up to two (2) stewards. Additional shifts shall have up to two (2) stewards.

The Chief Steward shall be empowered to investigate and present a grievance in accordance with the provisions of this Agreement. Employees requesting Union representation shall make request to immediate supervisor. Such request shall be enacted upon within a reasonable period of time. If the Chief Steward is not available, he/she may assign another steward to represent the employee.

**6.02 SUPER-SENIORITY FOR UNION REPRESENTATIVES**

The Stewards shall be given seniority over all employees whom they represent during a reduction in the work force provided work in their classifications or work in classifications to which they have a displacement right is available, and so long as their official duties would permit such seniority preference under existing law. The Chief Steward shall have seniority over Shop Stewards for the intent of this article.

If for any reason the Steward ceases to hold the position of Steward and, as a result, no longer has sufficient natural seniority to remain in their classification, the employee shall be subject to layoff in accordance with the seniority principles of this Agreement.

### **6.03 FULL-TIME UNION REPRESENTATIVES**

Any full-time representative of the Union shall have access to grievance meetings in Step Three of the grievance procedure and to arbitration hearings. Any full-time representative of the Union shall be granted access to the bargaining unit worksites upon request to the Company, provided they are permitted common access to the installation by the Air Force.

### **6.04 SAFEGUARDING OF STEWARD MATERIALS**

The Company will place a locker, a desk, or other means of safeguarding materials for the exclusive use of Shop Stewards provided placement is approved by the customer. The Company shall provide an area where a representative of the Union can meet privately with members of the bargaining unit to discuss grievances and contract matters.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **7.01 DEFINITION**

“Grievances” shall mean, and be limited to disputes of differences between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this agreement. Both parties agree to use their best efforts, including informal meetings involving management, supervision, Shop Steward, and the grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps:

### **7.02 GRIEVANCE STEPS**

All grievances beyond Step 1 below, involving employee claims shall be in writing on grievance forms provided by the Union and shall be signed by all employees claiming rights there under. In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

**STEP 1:** The employee(s), with or without their Steward, shall promptly bring a grievance to their supervisor within ten (10) working days from the date of the occurrence which is the basis of the grievance. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee’s Shop Steward may bring the grievance to the supervisor. If such grievance is not settled within three (3) working days, then:

**STEP 2:** Within three (3) working days of the Step 1 reply, a written grievance containing the article or section which is claimed to be violated and the remedy requested, must be signed by the employee and submitted by the Shop Steward and/or Chief Steward and taken up with the Project Manager, or his designee. A meeting will be arranged with the Project Manager, or his designee, and the grievant and his Steward within five (5) days after the grievance is advanced to step 2. The Project Manager or his designee has three (3) working days to reply in writing after the Step 2 meeting. If the written reply is not satisfactory, it may be moved to Step 3.

**STEP 3:** Within five (5) working days of the Step 2 reply, the grievance may be moved to Step 3 by written appeal to the Company's designated representative. The Company's designated representative and the Business Representative of the Union, shall schedule a meeting within ten (10) working days after receipt of the grievance into the third step. The Parties may mutually agree to extend the ten (10) day period for an addition ten (10) days. A written reply from the Company's designated representative will be given to the Union's Business Representative within five (5) working days after the meeting.

### **7.03 UNION REPRESENTATION**

Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or handle a complaint or grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may testify at a grievance meeting at any step, subject to the same provisions outlined above.

No employee shall be discharged or otherwise disciplined without just cause. In all cases of discharge or other discipline, a shop steward shall be present during the proceedings unless otherwise requested by the employee due to extreme personal circumstances. Grievant shall be permitted to attend grievance meetings with management and their Union representative and such time shall be considered paid time.

All grievance meetings with management shall be held during normal working hours unless the meeting would necessitate recall of staff for position coverage. When they are officially working, the Chief or Shop Steward and grievant attending grievance meetings with management shall do so without loss of normal pay or charge of their time to paid or unpaid leave. No employee shall receive additional pay to (for instance, to come in to work outside scheduled working hours) attend grievance meetings.

To obtain a Shop Steward, an employee shall make a verbal request to his immediate supervisor for the Shop Steward to be sent to the location of the employee. Such request shall not be unreasonably withheld.

The parties shall have the right to call such witnesses as are necessary to fully present their case during any grievance meeting to give testimony. When it is necessary for an employee to leave their job for the purpose of attending a grievance meeting, as provided herein, they shall notify their supervisor and obtain permission to leave. Such request shall not be unreasonably withheld.

### **7.04 EXAMINATION OF RECORDS**

The Local Union or its authorized representative shall have the right to examine time sheets or other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other records pertaining to a specific grievance.

Nothing in this article precludes the Union from filing a general grievance on behalf of any employee or employees in the event of unusual or unforeseen circumstances.

Upon mutual agreement, the Company and Union may combine or group like grievances for arbitration.

#### **7.05 FINAL DECISION**

A settlement or compromise made with respect to any grievance in the first step or second step shall apply to that grievance only, and shall not become a binding precedent in the case of other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement. All settlements shall be consistent with the terms and conditions of the Agreement.

#### **7.06 REFERRAL TO ARBITRATION**

If the grievance is not settled and the Union desires to refer the grievance to arbitration, it may do so by serving a written notice to the Company of its intent to arbitrate within fifteen (15) work days following receipt of the Company's Step 3 grievance answer.

#### **7.07 EXTENSION OF TIME LIMITS**

Time limits may be extended only by written agreement of the Company and the Union. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays, and holidays shall not be counted.

#### **7.08 NOTICE OF DISCHARGE**

A grievance arising out of discharge or disciplinary suspension resulting in discharge must be filed with the Corporate Human Resources Director or designee, within five (5) work days after such discharge.

### **ARTICLE 8 – ARBITRATION**

#### **8.01 OBTAINING AND SELECTING THE ARBITRATOR**

The Union, upon giving notice to the Company of desire to arbitrate, shall then begin processing a request to the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. The parties shall then complete the Federal Mediation and Conciliation Service arbitration panel request form requesting the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators who are all members of the National Academy of Arbitrators. Within ten (10) days after receipt of the list of impartial arbitrators, the parties shall choose the arbitrator from such list, by alternately striking one name from the list until only one name remains, and that person shall be the arbitrator. (The right party that shall strike the first name from the list shall be determined by a coin toss. The party who loses the coin toss shall be required to strike the first name from the list.) The Union will

notify FMCS of the arbitrator selected to hear the grievance. The arbitrator shall contact the parties and supply dates for the hearing. The parties will work to have the grievance presented at a hearing as soon as possible, and if either party believes the hearing is being unduly delayed, that party shall have the right to submit a letter to the arbitrator requesting the arbitrator compel a hearing be held within forty-five days of his receipt of the letter, the arbitrator's schedule permitting.

## **8.02 EXTENSION OF TIME LIMITS**

Time limits can be extended by mutual written agreement of the parties to this Agreement.

## **8.03 LIMITATION OF ARBITRATOR'S AUTHORITY**

The arbitrator shall consider only those grievances and issues, including any amendments that were submitted pursuant to the grievance procedures. The arbitrator shall afford to the Company and the Union a reasonable opportunity to present all of its evidence, witnesses, and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitrable issue under this Agreement. The arbitrator shall have no authority to add to, subtract from, modify, or amend any provisions of this Agreement. The arbitrator shall be bound solely by the evidence presented to him at the hearing and any arguments submitted at the hearing or in post hearing briefs. No new evidence may be submitted with the brief. The decision of the arbitrator shall be rendered as soon as practicable after the hearing. The parties may file a post hearing brief based on a schedule set by the arbitrator. If a brief(s) is filed, the hearing shall be considered closed on the date of the filing of the brief(s). The arbitrator's decision shall be final and binding on the Company, the Union, and the employee or employees involved, subject to the limitations specified in the Agreement.

## **8.04 SHARING OF FEES**

The compensation of the arbitrator for his services and expenses in connection with the case (or cases submitted to him if the parties mutually agree that more than one case may be submitted) shall be split equally among the parties. Each party will bear the cost of presenting their own case. The cost of a court reporter and the transcript will be borne equally by the parties if both parties order a copy of the transcript.

# **ARTICLE 9 – STRIKES AND LOCKOUTS**

## **9.01 NO STRIKE / NO LOCKOUT**

For the duration of this Agreement, the procedures described herein, for settlement of grievances shall serve as the means for peaceful settlement of all disputes that may arise between the parties. During the life of the agreement, the Union will not collectively, concertedly, or individually, engage in, participate, directly or indirectly in, work stoppages, slow-downs, or strikes (including sympathy strikes), or any other interference with or interruption of the work. There shall be no lockouts caused by the Company.

The Union agrees for its members covered by this Agreement that they will individually and collectively perform safe, efficient, and diligent service, and that they will use their influence and best efforts to protect the property of the Company and its interests; and that they will cooperate in promotion and advancement of the Company and its service at all times as a matter of enlightened self-interest.

No rules, customs, or practices shall be permitted which limit production or unreasonably increase the time required to do any work.

Nothing in the above shall preclude any right to which the Company may be entitled to secure legal or other redress of any individual who has caused damage or injury to or loss of property, nor does the Company give up any rights in this regard to which it may be entitled.

Nothing in this Article shall cause the Union to be held to any standard beyond that described under 29 USC 106 or infringe upon its right in exercising its lawful duties.

## **9.02 OBLIGATION OF UNION**

In the event of any violation of section 9.01 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately, and upon proper notification, take all reasonable steps required to bring an end to such misconduct.

# **ARTICLE 10 – HOURS OF WORK**

## **10.01 PURPOSE**

The purpose of this Article is to define the normal hours of work.

## **10.02 WORK DAYS DEFINED**

The employees' assigned work day for their respective shift shall begin at the employees' assigned starting time and shall consist of:

- 1) eight consecutive hours of work and a one (1) hour unpaid lunch period in a twenty-four (24) consecutive hour period
- 2) ten (10) consecutive hours and a one (1) hour lunch period in a twenty-four (24) consecutive hour period
- 3) Shift as assigned by manager

The unpaid lunch period will be observed and will be taken at a time at the mid-point of the shift. Employees who due to work requirements are away from break areas at lunch time will be given the opportunity to take their lunch hour immediately following the delay. Exceptions to this lunch period is for the Base Operations/TA function where function requires lunch to be taken on station and TMO, which has a 30-minute lunch period as prescribed in the current Statement of Work.

### **10.03 CALENDAR DAY**

The calendar day shall correspond to the normal US recognized monthly calendar day. The start of the calendar day shall begin with the first hour of the first work shift and end twenty-four (24) hours later.

### **10.04 REGULAR WORK WEEK DEFINED**

The “regular” or “normal” assigned work week for full-time employees shall consist of forty (40) hours, either:

- 1) five (5) consecutive eight (8) hour days with two (2) consecutive days off
- 2) four (4) consecutive ten (10) hour days with three (3) consecutive days off

beginning on Mondays, unless contractual mission requirements dictate otherwise. The payroll work week shall begin on Sunday and end on Saturday.

### **10.05 STARTING TIMES**

Normal starting times shall be between the hours of 5:00am and 8:00am, or as dictated by shift requirements as imposed by the customer.

Starting and ending times and shift assignments are the exclusive function of management. Determination of starting time shall be made by the Company and such schedules may be changed in the event of a change in the Government schedule.

### **10.06 BREAK PERIODS**

Employees will be allowed one fifteen (15) minute paid break period before and one fifteen (15) minute paid break period after the mid-point of each scheduled work day to be taken in the area where the employee is performing work. Employees required to work overtime shall be entitled to the regularly scheduled break period on the shift where the overtime is worked. An additional fifteen (15) minute break period shall be observed if a daily work schedule extends more than ten (10) hours. Employees will be allowed to clean up their work stations fifteen (15) minutes prior to the end of the shift.

### **10.07 EARLY STARTING**

When an employee arrives at the site earlier than the normal starting time for his shift, the employee shall not record time on his time sheets prior to fifteen (15) minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such time is approved. Without a prior written request of the supervisor, the employee will not start to work prior to his scheduled starting time.

### **10.08 REPORTING PAY**

An employee who is scheduled and reports for work at the scheduled time without having been told not to report, shall be given four (4) hours work of any type which is available and for which he is qualified.



## **10.09 CALL BACK PAY**

An employee who is called back to work after he has completed his regularly assigned shift shall receive a minimum of three (3) hours pay at his applicable rate plus any premium rate due provided the call back is not a direct result of the employee's negligent actions, or lack of action. This does not include an extension of the employee's regular work shift at such time when the employee is requested or required to report for work at a time earlier than his normal starting time or requested to remain at work for a period of time exceeding his normal quitting time.

## **10.10 CALL IN PAY**

When an employee is not scheduled to work, and is called to report for work, outside his scheduled work week, he shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate plus any premium rate due, if applicable. This term does not include an extension of the employee's regular work shift at such time when the employee is requested or required to report for work at a time earlier than his normal starting time or requested to remain at work for a period of time exceeding his normal quitting time.

## **10.11 SCHEDULING**

The Union and the Company mutually agree that in order to fully meet the Company's contractual obligations with the Government, the Company may from time to time be required to temporarily alter the hours and / or days in a schedule. The Company will provide a minimum of a forty-eight (48) hour notification to employees prior to a change in shift schedule except for circumstances beyond the Company's control, such as emergencies, short notice flying schedule changes, Government directed activities that require shift changes, etc. Schedules shall not be adjusted solely to avoid payment of overtime premium.

# **ARTICLE 11 - OVERTIME**

## **11.01 OVERTIME COMPENSATION**

Overtime shall be compensated at one and one-half (1-1/2) times the employee's base rate for all hours worked in excess of forty (40) hours in a work week.

## **11.02 NO DUPLICATION OR PYRAMIDING OF OVERTIME**

There shall be no duplication or pyramiding of overtime payments.

## **11.03 ROTATION AND EQUALIZATION OF OVERTIME**

Available overtime shall be rotated and equalized among qualified employees, within the shop where the work occurs, except in the event when work continuation is necessary.

## **11.04 OVERTIME CONSIDERATIONS FOR PROBATIONARY EMPLOYEES**

An employee, who has not completed his probationary period will not compete for nor be offered any overtime, unless all qualified seniority employees in the classification and shift have had an opportunity to work the available overtime, provided the missions of the installation and the services to be performed are not negatively affected. This provision shall not apply to part-time or seasonal employees assigned to perform non-essential tasks (i.e. cutting grass, general duties during mobility exercises).

## **ARTICLE 12 – HOLIDAYS**

### **12.01 RECOGNIZED HOLIDAYS**

The Company recognizes and observes the government holiday schedule. The holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Regular full-time employees are eligible for eight (8) hours holiday pay if they are in an approved pay status during the week the holiday occurs and work the entire scheduled shift preceding and immediately following the holiday unless he was on an authorized day off. Approved pay status does not include unpaid leave, short and / or long-term disability, and / or FMLA.

Employees scheduled to work on a holiday will be paid eight (8) hours of holiday pay in addition to their base rate of pay for all hours worked on the holiday. Employees who are regularly scheduled to work shifts in excess of eight (8) hours and who are not scheduled to work on the holiday will receive eight (8) hours of holiday pay and have their schedule adjusted during the holiday week.

### **12.02 ADDITIONAL HOLIDAYS**

In addition to the holidays listed above, the Company will observe any days declared as a legitimate government down day by Congress, the President, or any Department of Defense Authority provided authorization is received from the Contracting Officer. Such a day's observance will be handled the same as a base closure day. In the event that the Federal Government and its authorized departments establish any new recurring holiday which is incorporated into the Pegasus Support Services, LLC Dobbins ARB contract, it will be conveyed to the employees and be incorporated into this Agreement with the exercise of the next option by the Government of the Company's contract.

### **12.03 WHEN HOLIDAYS FALL ON WEEKENDS OR SCHEDULED DAY OFF**

Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed as the regular holiday; whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed as the regular holiday if officially declared a legal holiday and generally observed by the military. Said holiday falling on Saturday or Sunday, and observed on the

preceding Friday or following Monday, shall be considered the regular holiday if that is the schedule implemented by the Government for their observance.

Whenever one of the above holidays is observed on an employee's scheduled day off, the employee shall be permitted to observe the holiday on another scheduled work day within the same work week in which the holiday was observed. The employee shall select the work day to be observed as the holiday subject to approval of the Project Manager.

#### **12.04 COMPANY DETERMINES IF THERE IS WORK ON HOLIDAYS**

The Company may, at its option, schedule employees to work on recognized holidays or observe the holiday and close its facilities based on customer requirements. Employees who are scheduled to work shall be paid for all hours worked in addition to holiday pay.

#### **12.05 HOLIDAYS DURING VACATION**

If one (1) or more of the above holidays occurs while an employee is on an authorized vacation, he shall receive holiday pay for such holiday and shall not be charged vacation leave for said holiday.

#### **12.06 CLOSURES**

No employee shall incur a loss of pay due to a closure of the worksite by the Customer, Company, or other competent entity, if the Contracting Officer obligates the Government to pay the Company for the employee's wages during the period of closure.

In the event the Government determines that the Base will close and the notification is made prior to the start of normal duty hours, all bargaining unit employees scheduled to work that day will be excused and will receive pay for their scheduled hours.

In the event the Government determines that the Base will close after the start of normal duty hours, the Project Manager will determine, on the basis of contract / mission requirements and safety considerations, whether or not employees will be released, indicating which employees will be released. Employees required to remain under this section due to mission requirements would receive time and one half (1 ½) pay for all hours worked after the closure. In this case, employees that are released will be paid a minimum of four (4) hours or be paid for the actual time worked if more than four (4) hours.

In the event the Government delays the opening of the Base due to inclement weather, all employees are expected to report to work at their normally scheduled reporting time or the amended opening time of the base – whichever is later. If an employee is delayed due to the inclement weather, they must contact their immediate supervisor and they may be given a two (2) hour grace period (without pay) added to their normal reporting time. During this two (2) hour grace period, employees may choose to offset unpaid time through the use of their vacation time. Should an employee making this election arrive at work in less than one (1) hour increment, an exception to the minimum one (1) hours increment paid leave requirement will be granted in delayed Base opening events.

At any time, if an employee determines that reporting to work during adverse weather conditions would pose a safety concern, that employee has the right to not report to work and will not receive any adverse actions. The employee will be allowed to utilize vacation or take the time as leave without pay.

## **ARTICLE 13 – BULLETIN BOARDS**

### **13.01 COMPANY PROVIDED BULLETIN BOARDS**

The Company agrees to provide at least two (2) bulletin boards for the exclusive use of the Union at appropriate places within the work areas, as agreed between the Chief Steward and the Project Manager, for the purpose of legitimate Union business of interest to employees as follows: a) notice of meetings, b) notice of official Union elections and results, c) notice of official Union appointments, d) notice of Union recreational and social affairs, and e) any other letter or notice which serves the communication purposes of the Union.

### **13.02 SHOP STEWARDS RESPONSIBLE FOR UPKEEP OF BULLETIN BOARDS**

It shall be the responsibility of the Chief Steward to post Union notices and such notices shall include only those specified above. The Chief Steward shall be the only person authorized to post and remove notices from the Union bulletin board. Any person not authorized to post materials may be subject to disciplinary action by the Company.

## **ARTICLE 14 – VACATION**

### **14.01 PAID TIME OFF**

All employees shall be eligible for vacations upon their anniversary date on the following basis:

- Two (2) weeks (80 hours) after one (1) year of continuous service
- Three (3) weeks (120 hours) after five (5) years of continuous service
- Four (4) weeks (160 hours) after ten (10) years of continuous service
- Five (5) weeks (200 hours) after fifteen (15) years of continuous service

Continuous service for the purposes of this Article includes the whole span of continuous service with the Company or its predecessor(s) as defined under the Service Contract Act.

### **14.02 VACATION FOR PART-TIME EMPLOYEES**

Part-time / seasonal employees will receive prorated vacation based on their average hours worked over the previous anniversary year.

### **14.03 UNUSED VACATION**

In the event of a change of contractors, the Company will be responsible for the payout of earned unused vacation. All unused vacation hours will be paid to employees on the next scheduled pay date following of pay period in which the termination of employment occurred.

#### **14.04 CARRYOVER OF VACATION**

Employees may carry over up to forty (40) hours of vacation from one year to the next. All carried over vacation must be used during the employee's anniversary year immediately following its vesting. In the event the Company is unable to accommodate a vacation request within the employee's anniversary dates due to the needs of its operations and business, carryover of vacation time will be allowed, and must be utilized by the employee within thirty (30) days of the date of Company denial or upon a mutually agreeable date between the Project Manager and the employee affected.

#### **14.05 APPLYING FOR VACATION LEAVE**

Vacation requests shall normally be made in writing to an employee's supervisor five (5) business days prior to the vacation start date, except for extenuating circumstances in which the five (5) business day requirement will be waived. The Company reserves the right to approve or deny vacation requests based on business operations. A copy of all vacation requests will be returned to the employee for retention. Once an employee's vacation is approved, it shall not be altered by either party without mutual consent unless mission requirements dictate. Vacation may be used in increments of no less than one (1) hour. However, when an employee schedules a vacation day on a day that he is normally scheduled to work other than a whole hour increment, the employee may schedule the vacation day based on his scheduled work time. Vacation pay shall be computed at the employee's base hourly rate plus fringe benefit.

However, when an employee schedules a vacation day on a day that he is normally scheduled to work other than a whole hour increment, the employee may schedule the vacation day based on his scheduled work time. Vacation pay shall be computed at the employee's base hourly rate plus fringe benefit.

#### **14.06 VACATION**

Vacation selection shall be approved on a first-come basis without regard to seniority, however, when requests for vacation are made for the same time period and received on the same day, the vacation approval will be made on the basis of seniority. In the event the timeliness of the request is questionable and the first to request the vacation is unknown or uncertain, the question shall be resolved by awarding the vacation request to the senior employee.

### **ARTICLE 15 – GENERAL PROVISIONS**

#### **15.01 SAFE CONDITIONS**

The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses in accordance with OSHA and other applicable laws and regulations.

## **15.02 SAFETY EQUIPMENT**

The Company shall furnish all required protective equipment in accordance with OSHA and other applicable laws and expirations for those positions where PPE is required for compliance with governing regulatory requirements. Upon initial employment, each employee whose position requires them will be required to have protective footwear (steel or composite toe) that meets consensus standard, ASTM F2413-11 "Standard Specification for Performance Requirements for Protective Footwear" guidelines and will receive up to \$180 reimbursement for them with receipt once per contract year. PPE that is not properly protected or accounted for by the employee (such as gloves) is to be repaired/ replaced by the employee at their expense.

## **15.03 INJURY ON THE JOB**

An employee injured on the job who is taken off the job on the day of the injury for treatment will receive pay for the remainder of his scheduled workday. The Company will furnish transportation without delay for an injured employee to receive medical attention from a local doctor who is included on the Company's Workman's Compensation carrier unless the injury is considered life-threatening.

## **15.04 EMPLOYEE PERSONAL TOOLS**

Personal hand tools, commensurate with the member's trade, will be provided by the member as a condition of employment. Upon initial employment (following probationary period), each employee required to provide their own hand tools as a condition of employment (craftsmen in the RPM department and Motor Vehicle Mechanics) will be reimbursed up to \$200 per contract year when providing the company with a detailed receipt for tool purchase. Tool purchases that have been reimbursed by the Company shall be brought to the job site for employee's use for the performance of his job duties on a daily basis.

## **15.05 EFFECTIVE DATE**

Unless otherwise specified, new economic portions of this Agreement are effective December 1, 2020, when incorporated into contract.

## **15.06 STAND-BY PAY**

All employees designated by the Company as on stand-by /on call shall receive seventy-five (75) dollars per week compensation for carrying company phone/ pager.

## **15.07 COMMUNICATION DURING NORMAL DUTY HOURS**

All employees, as designated by the Company, who use their personal cell phones as a means of communicating for work functions during work hours will be paid ten dollars (\$10.00) monthly for this use.

## **ARTICLE 16 – WAIVERS**

### **16.01 WAIVERS NOT PRECEDENT SETTING**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition. Any waiver to this Agreement shall be by mutual agreement of the parties or as a directive from the customer.

## **ARTICLE 17 – WAGES**

### **17.01 PAY IN ACCORDANCE WITH WAGE SCHEDULE OF APPENDIX “A”**

All bargaining unit employees will be paid in accordance with wage schedule of Appendix “A”. No employee will be paid less than the rates set forth in the wage schedule for each classification; except that pay, if applicable, shall be added to the employee’s wages set forth in the wage schedule of Appendix “A”.

### **17.02 EFFECTIVE DATES FOR RECLASSIFICATIONS**

Reclassifications and all changes in pay related to reclassifications will be made effective on the first day of the week.

### **17.03 BASE RATE**

The terms “straight time basic rate”, “basic rate”, “base rate”, and “hourly rate” as used in this Agreement means the individual hourly rate of an employee in accordance with the wage schedule of Appendix “A” exclusive of health and welfare, any shift premium, overtime pay or bonus of any type.

### **17.04 REGULAR RATE**

The term “regular rate” as used in this Agreement means the employee’s base rate, plus any shift premium pay, leader pay.

### **17.05 RECEIPT OF PAYCHECK**

Employees will receive their pay bi-monthly on Company time, unless such pay is mailed or deposited by bank automated distribution or deposited by electronic funds transfer.

Employees of the Company are encouraged to participate in and be paid their payroll entitlement by direct deposit. The direct deposit program is provided as a benefit to the employees and allows employees to receive their wages in a convenient and more timely manner.

## **17.06 PAY AT TERMINATION OR LAYOFF**

Any employee laid off or terminated will be paid in full on the next pay day occurring after the date of layoff or termination pending the return of Government and Company-issued credentials.

## **ARTICLE 18 – BARGAINING UNIT WORK**

### **18.01 BARGAINING UNIT WORK**

Non-bargaining unit employees in job classifications not covered by the Agreement shall not perform work typically performed by employees in the bargaining unit, except in cases of training or emergency. The term “Emergency” is defined to mean an unforeseen combination of circumstances. This Article shall not be construed to prevent employees outside the bargaining unit from performing work normally within their regular duties. Functional Tab Managers (Supply Manager, Transportation Manager, TMO Manager, RPM Manager, Fuels Manager, CAM, DCAM, Project Manager) and the Project Manager’s clerical support are the only DMS employees outside the bargaining unit who are allowed to perform duties within the bargaining unit functions without recourse or negotiation. The Company agrees that none of the above circumstances as listed above will cause a bargaining unit employee to be laid off, or displaced.

It is the intention of the Company to continue its practice of subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees. No bargaining unit employee shall be displaced or placed on layoff due to contracting by the Company.

## **ARTICLE 19 – TRAVEL AND TRANSPORTATION**

### **19.01 EMPLOYEE EXPENSES**

Anytime employees are required to travel to perform work for the Company they shall be reimbursed for expenses or the Company shall furnish suitable transportation. Employee expenses for authorized travel will be reimbursed at the rate prescribed as maximum civilian per diem rates published in the current Federal Joint Travel Regulations for DOD Civilian Personnel. Mode of travel and area with adequate accommodations will be determined prior to departure and tickets furnished and / or mileage reimbursed as specified by the regulation. Should the government furnish quarters and / or meals, the per diem will be adjusted in accordance with the Federal Travel Regulations. Detailed receipts or other documentation are not required to support employee claims for the authorized fixed amount of standard cost per day per diem in accordance with the Joint Travel Regulation for meals. The Company shall reimburse the employee for all generally accepted business expenses for which receipts are submitted and such payment shall be made on the next pay period following approval by the Project Manager or his designee.

### **19.02 OTHER TRANSPORTATION**



Transportation to temporary work sites outside of the Dobbins ARB premises shall be furnished by the Company. Should an employee elect to use his personal vehicle, with prior management approval, the Company shall reimburse the employee at the then current JTR (Joint Travel Regulations) rates.

## **ARTICLE 20 – NEW CLASSIFICATIONS**

### **20.01 NEW JOB CLASSIFICATIONS**

If, during the term of this Agreement, it becomes necessary for the Company to establish new job classifications within the bargaining unit, within 30 days of such need, the Company and the Union shall meet or hold a teleconference to negotiate the job description and the proper pay rate for the new position. Operations shall not be delayed through failure to immediately agree upon a job description and wage rate applicable to such a 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 and job description for any new job classification challenged under this Article.

Following a dispute over appropriateness of wages, upon settlement by the parties or settlement imposed by an impartial arbitrator, the employee shall be paid on the first payroll after the settlement, the difference between the original wage rate and the newly negotiated or imposed wage rate.

### **20.02 SHIFT DIFFERENTIAL**

Night and Sunday Pay: Any employee covered by this agreement assigned to work a schedule beginning after 2:00pm shall be paid a differential of 10% in addition to the regular wage rate established for the classification. Employees normally scheduled on Sunday shall be paid at the rate of regular base pay plus a Sunday premium of 25% of the base rate for each hour of Sunday work which is not overtime. Work performed on Sunday will not be entitled to both differentials.

Shift differentials will not be applicable to employees scheduled to work UTA weekends.

### **20.03 LEAD PAY DIFFERENTIAL**

- A. **Classification Lead / Work Leader Differential:** The Company may assign a Lead / Work Leader to oversee a specific workgroup classification such as Electricians, HVAC Mechanics, etc. An employee assigned to the Classification Lead / Work Leader function will receive differential pay at the greater of \$1.50 per hour or ten percent (10%) of the lead employee's base hourly rate. Classification Lead / Work Leader assignments will be designated by the Company and be conveyed to the senior most qualified employee in their classification. Classification Leads / Work Leaders shall not be considered nor perform duties as supervisors under National Labor Relations Act.
- B. **Working Team Lead (Department / TAB) Differential:**
  - 1. The Company may designate a Working Team Leader in a specific TAB / Department on a temporary, daily, or weekly basis to direct the activities of the employees and the department in the absence of the TAB manager or supervisor.

2. The Working Team Leader differential shall be paid at the rate of \$1.75 per hour or fifteen percent (15%) above the employee's basic hourly rate, whichever is greater.
3. In addition to performing their own duties, the Working Team Leader may perform such tasks as: administrative responsibilities, assigning work (including after-hour call outs), and maintaining work flow and work completion. However, it is understood that such duties will not include responsibilities associated with disciplinary action procedures.
4. The Company will announce its intent to appoint a Working Team Leader via the procedures as outlined in Article 4, Seniority, section 4.08, Classification Vacancies, specifying that this is a differential. Selecting from the employees who express their interest in the assignment, the Company will then make the assignment on the basis of seniority and qualifications as determined by the Company.

#### **20.04 DAVIS BACON WAGES**

Employees performing work that is covered by the Davis Bacon Act will be paid in accordance with the governing Davis Bacon Wage Determinations as incorporated into the contract in regard to basic rates and fringe if it is above their Appendix A wage rate.

### **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

#### **21.01 HEALTH AND WELFARE BENEFIT RATE**

During the term of this Agreement, the Company agrees to provide employees with the following health and welfare benefit rate on a per hour basis computed at all hours paid up to forty (40) hours per week.

Effective December 1, 2020	\$7.50 / hour
Effective December 1, 2021	\$7.75 / hour
Effective December 1, 2022	\$8.00 / hour

#### **21.02 HEALTH AND WELFARE**

The Company provides a health insurance plan that complies with all current federal and state laws and regulations, including the Minimum Essential Coverage requirements of the Affordable Care Act. The Company will require all employees to participate in the plan unless the employee is covered by another Minimum Essential Coverage qualifying plan, such as those qualifying plans offered by Tricare, certain veteran's health care benefit plans, or a spouse's qualified plan. To verify coverage under another benefit plan and establish an exemption from the Company plan, an employee must provide the Company proof of coverage under another qualified plan in the form of a current, dated insurance card, bill, or other document that shows employee as a covered individual on a plan that is currently in force. Employees may need to recertify their coverage status on an annual basis and/ or notify the Company on an as needed basis if any changes in their coverage status have occurred.

The Company will use the Health and Welfare (H&W) benefit funds the United States Government pays to the Company to provide the required health insurance coverage to employees. If there are any H&W benefit funds left over after payment of health insurance premiums, or if an employee is entitled to an exemption from coverage under the Company's plan, any such funds left over will be paid directly to the employee. Employees may elect to have unused H&W funds deposited into the Company's 401k fund as a Qualified Non-Elective Contribution (QNEC).

The Company shall provide all employees with the information required about the Company's health insurance plan, including the Summary of Benefits and Coverage (SBD) and Summary Plan Description (SPD), in the time and manner required under applicable federal law and regulations.

## **ARTICLE 22 – RETIREMENT**

### **22.01 ADMINISTRATION**

The 401k program will be administered in accordance with the 401k Plan Summary. The Summary Plan Description shall govern.

### **22.02 COVERAGE**

The Company's savings plan (401k) will be made available to those eligible employees covered by this agreement in accordance with the plan provisions of the plans of Pegasus Support Services, LLC and its assigns.

- A) If provisions of the plan allow, employees may elect to participate in the plan immediately upon hire and will become eligible for matching immediately.
- B) If the provisions of the plan allow, the total elective deferral contribution of a given employee shall not exceed a maximum annual dollar limit for their age group according to current law.

## **ARTICLE 23 – NATIONAL IAM PENSION**

### **23.01 – PENSION**

Effective December 1, 2017

- A. The Company shall contribute to the I.A.M. National Pension Fund for each hour worked under this Agreement to a maximum of 40 hours per week for all employees covered by the Agreement:

Effective December 1, 2020	\$ 2.50 per hour
Effective December 1, 2021	\$ 2.75 per hour
Effective December 1, 2022	\$ 3.00 per hour

If the employee is paid only for a portion of an hour, contributions will be made by the Company for the full hour.

- B. The Company shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Company shall also make contributions whenever an employee receives vacation pay at termination.
- C. Contributions for a new full-time employee are payable from the first day of employment.

Contributions are excluded for part-time employees if they receive pay for less than 1000 hours in the 12 months after date of hire or in any calendar year thereafter. Once an employee meets the 1000 hour criteria, contributions shall commence and contributions shall continue for such employees in subsequent years regardless of the number of hours paid to the employee for as long as the employee is entitled to receive pay from the Company.

- D. The I.A.M. Lodge 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 pensions 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 said Pension Fund.

## **ARTICLE 24 – SICK TIME**

### **24.01 ELIGIBILITY**

Sick time will continue to be accrued and vested from the employee's date of hire at the rate below.

All regular full-time employees shall receive fifty-six (56) hours of annual sick leave. Employees will earn sick leave at the rate of 2.33 hours per pay period.

### **24.02 CARRYOVER**

Unused sick leave earned during an employee's anniversary year (which is defined as the whole span of continuous service with the Company or its predecessor(s) as defined under the Service Contract Act)

shall be carried into the following anniversary year. The employee's account may not exceed a maximum total of sixty-four (64) hours. Earned unused sick leave shall not be paid upon termination.

#### **24.03 APPLYING FOR SICK TIME**

Sick time requests shall be made to an employee's supervisor as soon as possible but in no case shall be accepted if requested after the first hour of the start of the employee's shift if the employee is calling in.

Sick leave shall not be used in the calculation of overtime. Sick leave may not be taken in less than one (1) hour increments.

### **ARTICLE 25 – DURATION**

#### **25.01 DURATION OF AGREEMENT**

This Agreement shall remain in effect until midnight on September 30, 2023, without reopening rights for any purpose except by mutual consent of the parties' authorized agents, except as otherwise specified in this Agreement, and shall automatically renew itself from year to year thereafter unless written notice of desire to amend, modify, or terminate the Agreement is given by either party at least sixty (60) days prior to September 30, 2023, or at least sixty (60) days prior to any annual expiration date thereafter. If such written notice of desire to amend, modify, or terminate the Agreement is given, the parties may nevertheless mutually agree, in writing, to an extension of this Agreement for a specified length of time beyond the expiration date.

Within fifteen (15) days of receipt of any notice to amend, modify, or terminate the Agreement, the Union and Company shall commence negotiations unless it is mutually agreed to extend the number of days beyond the fifteen (15) days specified in this Section.

#### **25.02 SEPARABILITY**

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

The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

### **25.03 MIDTERM MODIFICATIONS OF AGREEMENT**

Modifications or amendments to the Agreement may only be made by the approval and written mutual consent of the Union's full-time representative and the Company's designated representative subject to the bargaining authority granted to them by their respective parties. Such modifications are strictly voluntary in nature and neither party shall be obligated to modify any portion or portions of this Agreement against its wishes. Said modifications or amendments to any section or sections of this agreement shall not constitute a reopening of the entire Agreement.

## **APPENDIX A**

The following job classification wages will be adjusted to these amounts prior to the increases listed below:

Boiler Tender	\$29.34
Ground Maintenance Laborer	\$14.40
Ground Support Equipment Mechanic	\$36.77

All employees covered by this agreement will receive a general wage increase based on the following schedule:

December 1, 2020	3.00%
December 1, 2021	2.75%
December 1, 2022	2.50%

Note that no economic changes take effect until December 1, 2020.

## DOBBINS WAGE SCHEDULE

### APPENDIX A

	Wage Adjustment	12/1/2020	12/1/2021	12/1/2022
Accounting Clerk II		\$ 19.28	\$ 19.81	\$ 20.31
Accounting Clerk III		\$ 21.61	\$ 22.20	\$ 22.76
Aircraft Servicer/Transient Alert Mechanic		\$ 27.42	\$ 28.17	\$ 28.88
Automotive Worker		\$ 25.79	\$ 26.50	\$ 27.16
Base Operations Specialist (AMOC), Air Traffic Assistant, Air Traffic Control Spec, Airfield Specialist, Flight Data Specialist		\$ 32.56	\$ 33.45	\$ 34.29
Boiler Tender	\$ 29.34	\$ 30.22	\$ 31.05	\$ 31.83
Bus Driver		\$ 23.39	\$ 24.03	\$ 24.64
Carpenter		\$ 23.91	\$ 24.56	\$ 25.18
Carpet Layer		\$ 22.24	\$ 22.85	\$ 23.42
Combat R&R Specialist		\$ 25.77	\$ 26.48	\$ 27.14
Computer Operator III		\$ 27.51	\$ 28.27	\$ 28.97
Dispatcher		\$ 21.30	\$ 21.89	\$ 22.43
Electrician - Ext / Power Pro		\$ 36.75	\$ 37.76	\$ 38.71
Electrician - Interior		\$ 29.10	\$ 29.90	\$ 30.65
Electronic Technician II		\$ 31.54	\$ 32.41	\$ 33.22
Electronic Technician III		\$ 34.83	\$ 35.79	\$ 36.69
Entomology Technician		\$ 19.56	\$ 20.10	\$ 20.60
Fire Alarm System Mechanic		\$ 22.97	\$ 23.60	\$ 24.19
Forklift Operator		\$ 19.80	\$ 20.34	\$ 20.85
Fuel Distribution System Mechanic		\$ 27.18	\$ 27.93	\$ 28.63
Fuels Distribution Systems Operator		\$ 21.52	\$ 22.11	\$ 22.66
Fuels Laboratory Tech / QC		\$ 21.61	\$ 22.20	\$ 22.76
General Maintenance Worker		\$ 22.15	\$ 22.75	\$ 23.32
Ground Maintenance Laborer	\$ 14.40	\$ 14.83	\$ 15.24	\$ 15.62
Ground Support Equipment Mechanic	\$ 36.77	\$ 37.87	\$ 38.91	\$ 39.89
Hazardous Material Handler		\$ 21.52	\$ 22.11	\$ 22.66
Hazmat Storage & Distribution Specialist		\$ 19.80	\$ 20.34	\$ 20.85
Heavy Equipment Mechanic		\$ 28.51	\$ 29.29	\$ 30.03
Heavy Equipment Operator		\$ 25.37	\$ 26.07	\$ 26.72
HVAC Controls Technician		\$ 34.83	\$ 35.79	\$ 36.69
HVAC Mechanic		\$ 27.92	\$ 28.69	\$ 29.41
Laborer		\$ 14.34	\$ 14.73	\$ 15.10
Liquid Fuels Distribution Mech		\$ 27.18	\$ 27.93	\$ 28.63
Locksmith		\$ 20.55	\$ 21.11	\$ 21.64



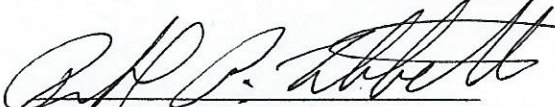
## DOBBINS WAGE SCHEDULE

### Appendix A

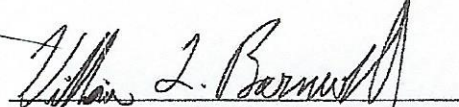
	Wage Adjustment	12/1/2020	12/1/2021	12/1/2022
Material Coordinator		\$ 25.77	\$ 26.48	\$ 27.14
Materials Handler		\$ 17.47	\$ 17.95	\$ 18.40
Motor Vehicle Dispatcher		\$ 25.68	\$ 26.38	\$ 27.04
Motor Vehicle Mechanic		\$ 28.97	\$ 29.77	\$ 30.51
Motor Vehicle Mechanic Helper		\$ 22.43	\$ 23.05	\$ 23.63
Motor Vehicle Operator		\$ 25.79	\$ 26.50	\$ 27.16
Order Clerk/Purchasing Agent		\$ 18.65	\$ 19.17	\$ 19.65
Painter		\$ 21.01	\$ 21.59	\$ 22.13
Pavement Maintenance Worker		\$ 22.15	\$ 22.75	\$ 23.32
Pipe Fitter		\$ 27.23	\$ 27.98	\$ 28.68
Planner / Estimator		\$ 31.99	\$ 32.87	\$ 33.69
Plumber		\$ 25.93	\$ 26.64	\$ 27.30
Production Controller		\$ 27.47	\$ 28.23	\$ 28.93
Roofer		\$ 23.91	\$ 24.56	\$ 25.18
Scheduler, Maintenance		\$ 21.52	\$ 22.11	\$ 22.66
Sheetmetal Worker		\$ 25.74	\$ 26.45	\$ 27.11
Shipper Packer		\$ 17.90	\$ 18.39	\$ 18.85
Shipping / Receiving Clerk		\$ 17.90	\$ 18.39	\$ 18.85
Sign Maker		\$ 22.19	\$ 22.80	\$ 23.37
Shop Forman		\$ 39.99	\$ 41.09	\$ 42.12
Stock Clerk		\$ 19.98	\$ 20.53	\$ 21.04
Store Worker		\$ 15.42	\$ 15.84	\$ 16.24
Supply Clerk		\$ 19.89	\$ 20.44	\$ 20.95
Supply Technician/General Supply Specialist		\$ 32.53	\$ 33.42	\$ 34.26
Tractor Operator		\$ 18.40	\$ 18.90	\$ 19.37
Tractor Trailer Driver/Truck Driver TT		\$ 25.45	\$ 26.15	\$ 26.80
Transportation Assistant		\$ 20.78	\$ 21.35	\$ 21.88
Travel Clerk II		\$ 19.30	\$ 19.83	\$ 20.33
Truck Driver, Heavy		\$ 25.45	\$ 26.15	\$ 26.80
Truck Driver, Light		\$ 19.19	\$ 19.72	\$ 20.21
Truck Driver, Medium		\$ 21.22	\$ 21.80	\$ 22.35
Warehouse Specialist		\$ 19.80	\$ 20.34	\$ 20.85
Welder		\$ 21.91	\$ 22.51	\$ 23.07


IN WITNESS WHEREOF, the parties have caused this AGREEMENT  
to be executed by their respective officers and representatives thereunto  
duly authorized.

Pegasus Support Services LLC (and assigns)

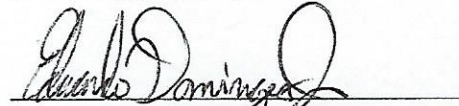
  
Richard P. Tibbetts, President

IAM&AW Local 611, District 131

  
William Barnwell, Directing Business Rep

  
Pascal Nachimson, Committee Chairperson

  
David Baggett, Committeeman

  
Eduardo Dominguez, Committeeman



# MEMORANDUM OF UNDERSTANDING

Between

PEGASUS SUPPORT SERVICES, LLC

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

AFL-CIO DISTRICT LODGE 131 and its LOCAL LODGE 611

Pegasus Support Services, LLC and International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 131 and its Local Lodge 611 understand that the following classification addition was agreed upon by both parties during a call that took place on July 24, 2018 between Pegasus representative, Kay Tibbetts, and Union representative, William Barnwell. This classification and the corresponding wages shall be added to Appendix A of the Collective Bargaining Agreement which is in effect through November 30, 2023.

The title of the new classification will be TVO Examiner (Technical Validation Officer) and the position requires a Class A Commercial Drivers License as well as a Hazardous Materials Endorsement. The wage rate for the position shall be as follows:

	12/01/20	12/01/21	12/01/22
TVO Examiner	\$25.45	\$26.15	\$26.80

This Memorandum of Understanding is effective upon the signatures of the parties below and shall remain and continue in effect for the life of the Collective Bargaining Agreement.

Pegasus Support Services, LLC

International Association of Machinists and  
Aerospace Workers AFL-CIO District Lodge 131  
And its Local Lodge 611

Kay S. Tibbetts, VP of Business Services

9.15.2020

Date

William Barnwell, President

9/15/20

Date





MEMORANDUM OF UNDERSTANDING

Between

PEGASUS SUPPORT SERVICES, LLC AND ITS ASSIGNS

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 131, LOCAL LODGE 611

PART-TIME, TEMPORARY EMPLOYEES -- BEREAVEMENT, HOLIDAYS AND VACATION

Pegasus Support Services, LLC and Its Assigns, (hereinafter referred to as "Pegasus" or "the Company") and the International Association of Machinists & Aerospace Workers, District Lodge 131, Local Lodge 611, (hereinafter referred to as "the Union"), understand that the following provisions, as outlined by employee definitions in Article 1, shall apply to regular part-time and temporary (seasonal or on-call) employees of the company as it relates to the treatment of bereavement, vacation and holiday time with respect to each applicable Article or Section as follows:

1. Article 5: Leaves of Absence, Section 5.02 Paid Leaves of Absence
2. Bereavement Leave

Regular full-time employees shall be entitled to three (3) days of bereavement pay during a period of bereavement leave that is due to the death of a member of his immediate family. Regular part-time employees shall be entitled to prorated bereavement leave based on the average number of hours worked in the previous anniversary year. Temporary (seasonal or on-call) employees who work beyond a ninety (90) day period, as outlined in Article 1, Section 5, and who are scheduled to work during such time of bereavement, shall be entitled to prorated bereavement leave based on the average number of hours worked in the previous anniversary year. Bereavement leave shall be granted for consecutive days upon request. Two (2) additional consecutive work days of bereavement leave shall be granted for regular full-time employees if the distance required for travel is more than two hundred (200) miles from the employee's work site and the employee travels to the location. Additional approved time off without pay will be granted to regular part-time employees and temporary (seasonal/on-call employees) as based on the distance threshold as stated above.

Note: The remaining portions of this paragraph shall remain unchanged.

3. Article 12: Holidays, Section 12.01.

Regular part-time employees or temporary (seasonal or on-call) employees who work beyond a ninety (90) day period, as outlined in Article 1, Section 5, shall be eligible for prorated holiday pay based on the number of hours worked in the week preceding the holiday if they are in an approved pay status during the week the holiday occurs and work the entire scheduled shift preceding and immediately following the holiday unless he was on an authorized day off.


4. Article 14: Vacation, Section 14.02 Paid Time Off For Part-Time Employees

Regular part-time employees or temporary (seasonal or on-call) employees who work beyond a ninety (90) day period, as outlined in Article 1, Section 5, will receive prorated vacation based on their average hours worked over the previous anniversary year.

This Memorandum of Understanding is effective upon the signatures of the parties below and shall remain and continue in effort for the life of the Collective Bargaining Agreement.

Pegasus Support Services, LLC

International Association of Machinists & Aerospace Workers, District Lodge 725

  
Richard P. Tibbetts  
President

  
William Barnwell  
President

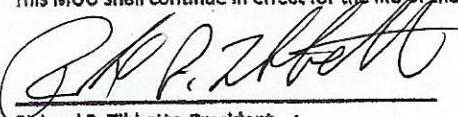
Date

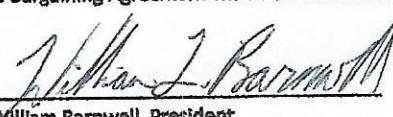
12/28/17

Date

12/29/17

This MOU shall continue in effect for the life of the Collective Bargaining Agreement which becomes effective October 1, 2020.

  
Richard P. Tibbetts, President

  
William Barnwell, President

Date

9/15/20

Date

9/15/20



IAM NATIONAL PENSION FUND  
STANDARD CONTRACT LANGUAGE  
CBA INSERT

ARTICLE 23 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day\* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ <u>2.50</u>	For Each Hour <input checked="" type="checkbox"/>	For Each Day <input type="checkbox"/>	effective <u>December 1</u> 20 <u>20</u>
\$ <u>2.75</u>	For Each Hour <input checked="" type="checkbox"/>	For Each Day <input type="checkbox"/>	effective <u>December 1</u> 20 <u>21</u>
\$ <u>3.00</u>	For Each Hour <input checked="" type="checkbox"/>	For Each Day <input type="checkbox"/>	effective <u>December 1</u> 20 <u>22</u>
\$ _____	For Each Hour <input type="checkbox"/>	For Each Day <input type="checkbox"/>	effective _____ 20____

\*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.

Hourly rate – standard work week is at least 40 hours but less than 5 days.

Daily rate – standard work week is 5 days but less than 40 hours.

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

The contribution rates above apply to the following job classifications:

- ☒ All job classifications covered by this Agreement
- ☐ Only the following job classifications\*\*: \_\_\_\_\_

\*\*Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- ☒ 40 hours per week
- ☐ 2080 hours per year (with no weekly maximum)
- ☐ No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- ☒ None
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

- D. The parties may negotiate that contributions **will continue** based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes ☐ No ☒

If yes, indicate how long: \_\_\_\_\_

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, **but no later than sixty (60) calendar days after date of hire**. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes ☒ No ☐
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes ☐ No ☐
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) \_\_\_\_\_.
- 4) Indicate the length of the probationary period \_\_\_\_\_.
- 5) Does the company hire temporary employees? Yes ☒ No ☐
- 6) Will contributions for temporary employees begin from date of hire? Yes ☐ No ☒
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes ☐ No ☒
- 8) In no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) Temp and Part-time excluded until 1000 hrs

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions 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 Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

– END OF STANDARD CONTRACT LANGUAGE –

[The remainder of this page is intentionally left blank.]



**FOR THE UNION:**

IAM Local Lodge 611

Name and Number of Lodge

William L Barnwell

Union Signature

William Barnwell

Printed Name of Union Representative

Directing Business Representative

Title

Date:

Email Address: wbarnwell@iamaw.org

**FOR THE COMPANY:**

Pegasus Support Services LLC

Name of Company

Kay Tibbetts

Employer Signature

Kay Tibbetts

Printed Name of Employer Representative

VP of Business Services

Title

Date: 9.15.2020

Email Address: kaytibbetts@pegasussupport.com

**EMPLOYER'S IRS IDENTIFICATION NUMBER:**

Company mailing address: 100 Stoneforest Drive, Suite 100, Woodstock, GA 30189

For Plants or terminals located at:

<u>Dobbins AFB</u>	<u>Marietta</u>	<u>Georgia</u>	<u>30069</u>
<u>(Street)</u>	<u>(City)</u>	<u>(State)</u>	<u>(Zip)</u>

<u>(Street)</u>	<u>(City)</u>	<u>(State)</u>	<u>(Zip)</u>
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**FOR THE I.A.M. NATIONAL PENSION FUND:**

Authorized Officer Signature

Date:

Authorized Officer: Ryk Tierney, Fund Director