

# **Collective Bargaining Agreement**

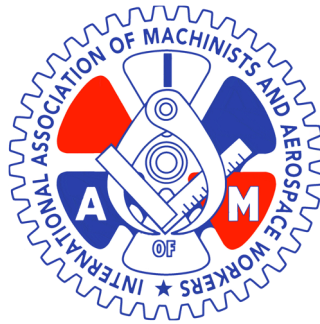
BETWEEN

**M1 Support Services, LP**



AND

**International Association of  
Machinists and Aerospace Workers, AFL-CIO**



**District Lodge 776 • Local Lodge 2771**

B-1 Contract Field Team (CFT) Dyess AFB, TX

**February 1, 2021 to March 14, 2024**

## Table of Contents

Preamble .....	1
Article 1 - Intent and Purpose.....	1
Article 2 - Recognition .....	1
Article 3 - Bargaining Unit.....	1
Article 4 - Management's Rights.....	1
Article 5 - Seniority .....	2
Article 6 - Union Security and Dues Check-Off .....	3
Article 7 - Visitation Rights.....	5
Article 8 - Shop Stewards.....	5
Article 9 - Discharge and Discipline .....	6
Article 10 - Grievance Procedure and Arbitration.....	7
Article 11 - Hours of Work and Overtime.....	8
Article 12 - Holidays .....	10
Article 13 - Paid Time Off.....	11
Article 14 - Jury Duty .....	13
Article 15 - Bereavement Leave.....	13
Article 16 - Wages and Job Classification.....	13
Article 17 - Health and Welfare .....	14
Article 18 - 401(K) .....	16
Article 19 - Leave of Absence.....	17
Article 20 - No Strikes/Lockouts.....	19
Article 21 - Bulletin Boards.....	19
Article 22 - Complete Agreement.....	19
Article 23 - Scope of Agreement.....	19
Article 24 - Non-Discrimination.....	20
Article 25 - General Provisions .....	20
Article 26 - MNPL.....	21
Article 27 - Duration.....	22
Appendix .....	23

## **PREAMBLE**

This agreement is made and entered into February 1, 2021 by and between M1 Support Services, LP (hereinafter referred to as *the Company*) and the International Association of Machinists and Aerospace Workers, District Lodge 776 (hereinafter referred to as *the Union*) with respect to work performed at the B-1 Contract Field Team (CFT), Dyess AFB, TX.

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

In setting forth certain provisions pertaining to wages, hours of work, and working conditions, the COMPANY and the UNION have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise under this Agreement.

## **ARTICLE 2 - RECOGNITION**

The Company herein recognizes the Union as the sole and exclusive bargaining agent as certified by the National Labor Relations Board Case No. 16-RC-267331 dated December 1, 2020 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth. All full-time and regular part-time aircraft mechanics, supply technicians, and leads, employed by the Company at its facility located at the B-1 CFT, on Dyess AFB, TX, excluding all other employees, confidential employees, office clerical employees, guards, and supervisors as defined by the Act.

## **ARTICLE 3 - BARGAINING UNIT**

The Bargaining Unit shall consist of those classifications set forth in Article 16 and employed by the Company on its Contract Field Team (CFT) task order, B-1 Contract Field Team, on Dyess AFB, TX.

## **ARTICLE 4 - MANAGEMENT'S RIGHTS**

The management of the operations and the direction of the working forces and of the affairs of the Company, including but not limited to the right to hire, to make reasonable rules, policies and procedures, suspend or discharge for just cause, to promote, to transfer operation or to cease operations, in whole or in part, and the right to relieve employees from duty because of lack of work or other legitimate reasons, are vested exclusively in the Company except for rights and privileges as defined in this collective bargaining agreement.

## **ARTICLE 5 - SENIORITY**

**Section 5-1.** Seniority of an employee is the length of his/her continuous service with the Company including time spent with predecessor Companies. An employee shall hold seniority in the job classification as listed in Article 16 of this Agreement to which he has been assigned.

- a. It is understood that seniority, defined in Article 5, Section 5-1, while the primary factor, shall not be the sole consideration in the filling of vacancies within job classifications and the assignment of shifts, provided the employee is competent and capable of performing the job as determined by the Company.
- b. When vacancies occur in any job classification covered by the Agreement, the Company shall post notice of such vacancies for a period of five (5) days. The Company will give full consideration to senior qualified employees within the bargaining unit who have signed said posted notice prior to hiring outside applicants.
- c. In addition to seniority, length of time on shift will be considered when assigning shifts.

**Section 5-2.** In cases of layoff, the employee with the least seniority in the affected job classification shall be laid off first. The Company will give two weeks advance notice of layoff if the customer gives advance notice. Employees selected for layoff may elect to bump into lower rated classifications for which they are qualified to perform. The employee will inform the Company of his/her election to bump within three (3) business days following his/her notice of layoff.

**Section 5-3.** In recall back to work, the employee with the most seniority qualified to perform in the open job classification shall be recalled first. The Company shall notify employees to be recalled by certified mail with return receipt. It is the responsibility of the employee to notify the Company of address change by certified mail with return receipt. The employee has three (3) business days following notification of recall from the Company to accept the recall. The employee shall have ten (10) business days to return to work after receipt of notice unless extended by the Company.

**Section 5-4.** An employee shall lose his/her seniority and his/her continuous employment shall be broken for the following reasons:

- a. Resignation
- b. Discharge for just cause
- c. Layoff in excess of one year
- d. Failure to return to work at the expiration of a leave of absence
- e. Failure to return to work within ten (10) days after being recalled from layoff unless excused by the Company.
- f. Absence of three (3) consecutive workdays without reporting to the Company, except in case of an emergency.

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

**Section 5-6.** When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the most seniority for tie breaking purposes.

**Section 5-7.** Employees covered hereby who are transferred or promoted to positions within the Company but not within job classifications covered hereby shall retain but not accrue seniority hereunder for a collective period of thirty-six (36) months and shall not be construed as working under the terms of this Agreement while occupying such positions.

## **ARTICLE 6 - UNION SECURITY AND DUES CHECK-OFF**

**Section 6-1.** During the existence of the 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, Union dues, initiation fees and reinstatement fees upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee.

**Section 6-2.** In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary Treasurer of District Lodge 776 of the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article specifically including, but not limited to, the Company's agreement to deduct Union dues, initiation fees, and reinstatement fees from the employee's pay check and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

**Section 6-3.** Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the first regular payday in each month, provided the Company has received such authorization and notice from the Secretary-Treasurer of District Lodge 776 by the twenty-fifth (25<sup>th</sup>) day of the preceding month in which such deductions are made. There shall be only one (1) remittance per month by the Company.

**Section 6-4.** In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deductions from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above deductions for dues shall be for the current month only.

**Section 6-5.** Deductions shall be remitted to the Secretary-Treasurer of District Lodge 776 not later than ten (10) days following the payday on which the deductions were made. The Company shall furnish to the Secretary-Treasurer of District Lodge 776 at the same time, a list showing those members for whom deductions have been made and the amount thereof along with a list showing those members for whom deductions were not made during the same pay period.

**Section 6-6.** Should an employee be promoted or transferred to a classification not covered by this Agreement, the Company shall cease deducting dues from such employee. When ceasing to deduct dues for reasons cited in this Section, the Company shall submit the names of such employees and the reasons for no deductions to the Secretary-Treasurer of District Lodge 776.

**Section 6-7.** There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Company during times when either the employees being solicited or the employees performing such solicitation are being paid by the Company to perform work.

**Section 6-8.** For the purpose of implementing the payroll deductions described in the Article the following individual authorization form will be used.

<b>INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS</b> <b>MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION</b>			
Name _____		Date _____	Card no. _____
(Mailing) Address _____		M <input type="checkbox"/> F <input type="checkbox"/>	Date of birth _____
City _____	State/Province _____	Zip/Postal code _____	
SS no. _____	Email _____	Phone _____	Hire date _____
Employer _____		Hourly wage _____	
Class of work _____		Years experience _____	Shift 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>
<p><b>Membership Application. Check here:</b> <input type="checkbox"/> To the Officers and Members of Lodge No. _____ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.</p>			
<p>If former member of IAM: Card no. _____ Lodge no. _____ Location _____ Last dues paid _____</p>			
<p><b>Check-Off Authorization. Check here:</b> <input type="checkbox"/> I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo, for union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.</p>			
<p><b>Important Notice.</b> I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.</p>			
		_____ (Your signature)	_____ (Date)
FORM NO. MR0001-08		This copy to be retained by Local Union No. _____	

**Section 6-9. Indemnity:** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company, which are based on or arise out of any action taken by the Company in accordance with, or arising out of, the foregoing provisions of this Article.

## **ARTICLE 7 - VISITATION RIGHTS**

Union Representatives shall have access to the facility by permission of the Company. The Union shall notify the Site Supervisor in advance for such visitation. Union Representatives shall not interrupt work being performed under this Agreement during visitation.

## **ARTICLE 8 - SHOP STEWARDS**

**Section 8-1.** The Company recognizes the right of the Union to designate one (1) Shop Steward and one (1) Alternate (for absences of the Shop Steward) for each shift from the Company's seniority list. The authority of the Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the provisions of the labor agreement.
2. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its Officers, provided such message and information have:
  - a. been reduced to writing, or
  - b. if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.

**Section 8-2.** Shop Stewards shall be permitted time to investigate, present, and process grievances on the Company property (worksites) without loss of time or pay during their regular working hours. The Company, however, shall not pay Shop Stewards for time spent handling grievances outside of their regular scheduled working hours.

**Section 8-3.** The Company agrees that it will allow a Union steward access to new bargaining unit employees at orientation for thirty (30) minutes to introduce the organization and distribute Union literature. The Company will provide the Union a space in which to conduct this introduction. It is also agreed that the time allotted to the Union Steward will not be at the end of the day of orientation.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE**

**Section 9-1.** The Company may discipline or discharge employees for just cause. Should an employee feel such action improper, the employee shall then be extended all the rights and privileges accorded by the grievance and arbitration procedures contained herein provided the employee has completed the 90-day calendar introductory period defined in Section 5-5.

- (a) A warning notice shall be removed from an employee's file if it has been found through the grievance procedure to have been unjustifiably issued.
- (b) Any warning notice issued to an employee by the Company shall be issued within five (5) working days following knowledge by the Company of the occurrence of the alleged violation and such warning notice is subject to challenge by the Union or employee to whom the notice is issued in accordance with Section 10-1. Requests for extensions will not be unreasonably denied.

**Section 9-2.** In all cases where written warning notices are given to employees, the area Shop Steward will receive a written copy of said notices.

**Section 9-3.** Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their Supervisor. Exceptions will be made for emergency situations.

**Section 9-4.** Employees shall not be absent from work without prior permission from their Supervisor except for illness, injury or other reasons beyond the control of the employee. It is the duty of every employee who, for any reason, will be absent from work for a scheduled work shift or who expects to report for work late to notify their Supervisor as far in advance of the scheduled starting time as possible. The employee will provide the contact point the reasons for such tardiness or absence, the anticipated time or date of return and phone number (if possible) where they may be reached. Authorization of such tardiness or absence shall be determined by the Supervisor.

**Section 9-5.** An employee who is absent from work for a period of three (3) consecutive workdays without proper cause or an employee who is absent from work for a period of three (3) consecutive workdays without reporting the reason for such absence shall be considered as having resigned without notice.

**Section 9-6.** In cases of layoff or suspension for cause, employees shall be given a copy of the layoff, suspension or termination of service notice if they are available to be presented with such copy. If they are not available, copies of the notice will be sent to employees at their last known address and to the Union office. Employees shall have the right to appeal the action shown on the notice provided the Union files a written grievance with the designated representative of the Company in accordance with the grievance Article in this Agreement.

**Section 9-7.** Progressive discipline will be used except in severe violations that allow for immediate termination of employment.



**Section 9-8.** The Shop Steward will be notified of all suspensions and terminations.

## **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 10-1.** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Site Supervisor and the employee involved, provided the Steward has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the section of this Agreement alleged to have been violated, and the action, remedy, or adjustment sought. In grievances filed on behalf of individual employees, the affected employee(s) shall sign the grievance prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties.

No grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

**Step 1** The employee involved shall first confer with his/her Site Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the employee or Steward must file a grievance. The Site Supervisor shall submit a written answer to the affected employee or Steward within five (5) workdays after receipt of grievance.

**Step 2** If not settled/resolved at Step 1, the Union may submit the grievance to the Company's Human Resources Director or designee within five (5) working days. The Company's Human Resources Director or designee and the Union's Business Representative or designee will meet, in person or by telephone conference, within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the Human Resources Director or designee shall submit a written answer to the Union within twenty (20) workdays.

**Step 3** The Union's Business Representative may submit, within thirty (30) workdays following the Company's Step 2 answer, written notice to the Company Human Resources Director of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. Either party may reject the first panel and request an alternate panel. The Union and the Company shall alternately strike one name from such list (the Company and Union shall alternate which party shall make the first strike, Company to make initial strike) until only one name remains and that

person shall be the arbitrator. The Parties will notify the Arbitrator of their selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

**Section 10-2.** Arguments before the Arbitrator will be oral, written, or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter, or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement.

**Section 10-3.** The parties may file post-hearing briefs. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party. The decision of the Arbitrator shall be final and binding on all parties.

**Section 10-4.** In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, the parties shall share fees or costs of the Arbitrator equally. No more than one (1) grievance shall be submitted to the same Arbitrator, unless mutually agreed to. All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties.

**Section 10-5.** Any monetary award shall be limited to the actual loss incurred by the grievant, less such other compensation, including wages, commissions, worker's compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period. The parties will conduct the arbitration cases at a location selected by the parties.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

**Section 11-1.** No provision of this Agreement shall be considered as a guarantee of any specified number of hours of work, either per day or per week.

**Section 11-2.** Eight (8) consecutive hours, exclusive of a meal period of a minimum of thirty (30) minutes, shall constitute a normal work shift.

**Section 11-3.** The workweek for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Saturday and running through the following Friday.

The normal work schedule shall be Monday through Friday; any other schedule shall be an Odd Work Week (OWW). All work schedules shall have two (2) consecutive days off. If possible, the Company shall schedule an Odd Work Week so the consecutive days off fall on a Saturday or Sunday.

**Section 11-4.** All employees will receive two (2) uninterrupted paid fifteen (15) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their workday.

At the Company's discretion based on contractual compliance, employees may retain the option to consolidate their two (2) paid 15-minute breaks with their 30-minute meal period, resulting in a single, one (1) hour break/meal period per normal work shift.

In the event any employee is required to work beyond any eight (8) hour workday, the affected employee will receive an additional paid fifteen (15) minute break prior to commencing additional work and during each two-hour period of additional work.

**Section 11-5.** The starting time of the existing shifts will be as follows:

First Shift ('Days'): 0800 to 1630

Second Shift ('Swings'): 1600 to 0030

Third Shift ('Mids'): 0000 to 0830

The above shifts will be observed, however, deviations from these schedules shall be as prescribed by the Customer.

**Section 11-6.** Notice for mandatory scheduled overtime will be given as soon as practical after site management deems that overtime work will be required. The Company will make an effort to distribute overtime as equitably as possible amongst employees.

The overtime rate will be time and one-half ( $1\frac{1}{2}$ ) the employee's regular working rate of pay for all hours paid over forty (40) in a workweek

Work performed on the sixth (6<sup>th</sup>) workday within the workweek will be paid at one and one-half ( $1\frac{1}{2}$ ) times the employee's effective hourly rate.

Work performed on the seventh (7<sup>th</sup>) workday within the workweek will be paid at two (2) times the employee's effective hourly rate.

An employee within his/her probationary period will not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by the Supervisor that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

All hours paid will be counted as time worked toward the computation of overtime pay.

## **ARTICLE 12 - HOLIDAYS**

**Section 12-1.** Holiday pay is eight (8) hours pay, which is payable at the employee's working rate of pay. The eight (8) hours pay will be considered as time worked for the purpose of computing overtime. To qualify for holiday pay, an employee must work the last scheduled workday before or first scheduled workday after the holiday (unless excused by a physician or by Management).

**Section 12-2.** The Company will observe ten (10) holidays. The following ten (10) holidays will be observed each calendar year:

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

**Section 12-3.** Any employee required to work on any of the above holidays will be paid for all hours worked at one and one-half (1.5) his/her working rate of pay plus eight (8) hours holiday pay. Holidays may not be carried over from one year to the next.

**Section 12-4.** Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed by Dyess AFB will be observed in addition to the above as determined by operational requirements. Employees will be excused from duty on days when the Dyess AFB facility is closed by the Government or when the customer directs that no work is to be performed on an otherwise normal workday. Employees may use accrued PTO or leave without pay for these days.

**Section 12-5.** Any observed holiday, stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by Dyess AFB. When a holiday falls during an employee's PTO, the holiday will not be charged as PTO. The employee will receive holiday pay for the holiday.

## ARTICLE 13 - PAID TIME OFF

**Section 13-1.** Effective April 8, 2021, PTO will be administered in accordance with the following:

Paid Time Off purposes, all employees will be entitled to paid time off which will be based upon years of service on this contract at Dyess AFB, or predecessor contractors, or with the Company, whichever is earlier and each anniversary date thereafter shall be the reference point for PTO.

Paid Time Off entitlement will be as follows:

1. Employees with up to five (5) years of continuous service shall receive twenty-two (22) days [176 hours] of PTO year.
2. Employees with five (5) years of continuous service up to ten (10) years shall receive twenty-seven (27) days [216 hours] of PTO per year.
3. Employees with ten (10) years or more of continuous service shall receive thirty-two (32) days [256 hours] of PTO per year.

**Section 13-2.** For the purpose of determining eligibility for Paid Time Off, vesting shall be defined as follows:

1. Employees will accrue PTO on a biweekly basis in accordance with the chart below.

<u>YEARS OF SERVICE</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>
Less than five (5) years	176 hours	6.77 hours
Five (5) years but less than ten (10)	216 hours	8.31 hours
Ten (10) years and more	256 hours	9.85 hours

2. The employee must complete their ninety (90) calendar day probationary period before becoming eligible for PTO. After successful completion of the probationary period, PTO is accrued on a biweekly basis and available for use by the employee, upon approval, the following pay period.

**Section 13-3.** PTO pay shall be computed at the employee's straight time hourly working rate, including applicable shift and odd workweek premiums, at the time of PTO.

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

Effective the last day of the pay period in the year, employees may carry over earned unused PTO equal to the amount of one year's accrual. PTO amounts in excess of this limit will be paid out to the employee during the month of January the following year.

**Section 13-4.** PTO should be requested as far in advance as possible but in no case less than the day immediately prior to the day being requested (except in case of illness, one (1) hour notice). The Company will make every effort to approve PTO requests unless prohibited by legitimate business reasons. When conflicts in requested PTO periods arise, the employees having the greater seniority shall be given the preference. A more senior employee will not displace, however, an employee who has previously requested and had scheduled PTO approved.

- a. PTO may only be scheduled on the employee's regularly scheduled workdays and may be scheduled for periods of one-half (1/2) hour or more.
- b. The employee's Supervisor must approve employee's request for PTO leave before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work as scheduled without a reasonable excuse, may be subject to appropriate disciplinary action for unexcused absence.
- c. The maximum allowable length of PTO will be the amount of the employee's unused PTO at the end of the payroll period immediately prior to the PTO period requested.
- d. The Company will allow an annual PTO buy-back for full-time, non-probationary employees. The PTO buy-back maximum per calendar year is eighty (80) hours. PTO buy-back can be requested in increments as follows:
  - One (1) request for eighty (80) hours; or,
  - Two (2) requests for forty (40) hours each.

In order to receive the PTO buy-back, the employee must submit a written request for the buy-back to their supervisor for approval and submission to payroll for processing.

The PTO buy-back will be paid out at the employee's regular rate of pay to include shift premium.

**Section 13-5.** It is understood and agreed that employees transferring to the Contract after the date of ratification of the Agreement, shall retain their original date of hire with the Company for the purpose of PTO.

For the purposes of establishing service, employees transferred from the Bargaining Unit who return to the Bargaining Unit shall receive service credit for such time outside the Bargaining Unit.

**Section 13-6.** Paid days of PTO shall be considered as time worked for the purpose of computing overtime pay.

**Section 13-7.** The employer shall notify the employee within two working days of approval or disapproval of the PTO. The Company reserves the right to cancel an approved PTO, if due to unforeseen events staffing falls below minimum required levels.

**Section 13-8.** In the event of a change of contractors, the Company shall be responsible to payout all unused accrued PTO.

## **ARTICLE 14 - JURY DUTY**

An employee required to be absent from employment to serve on a jury shall be paid his/her regular hourly rate of pay for all regular scheduled straight time hours for each day of jury services. Such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty. An employee who is subpoenaed to court as a witness and is not involved directly in the case shall receive all benefits and pay and operate under the same conditions as outlined in this Article.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

Employees shall receive three (3) paid days of bereavement leave when a death occurs in their immediate family; employees required to travel in excess of 500 miles, shall be paid four (4) days of bereavement. Immediate family is defined as parent, grandparent, spouse, child, brother, sister, mother-in-law, father-in-law, step-parent, step-children, brother-in-law, and sister-in-law.

## **ARTICLE 16 - WAGES AND JOB CLASSIFICATION**

**Section 16-1.** The following hourly rates of pay shall prevail during the term of this Agreement:

<b>Job Classification</b>	<b>Current Rate</b>	<b>04/8/2021</b>	<b>04/8/2022</b>	<b>04/8/2023</b>
Aircraft Mechanic II	\$30.69	\$33.76	\$34.77	\$35.81
Aircraft Mechanic III	\$31.93	\$35.12	\$36.18	\$37.26
Supply Technician	\$27.60	\$30.36	\$31.27	\$32.21

**Section 16-2.** Employees sent to off-site locations beyond 50 miles from the base and required to stay overnight shall receive per diem for lodging and meals. When travel requires commercial flight, all arrangements, including hotel and car rental, will be made through the Company Travel Service and paid for by the Company. Arrangements made for local car rentals and authorized by the Company will be reimbursed upon the presentation of proper receipts. The Company will pay the cost of shipping tools and equipment required for off-site work. All Travel shall be in accordance with Company Policy and the Joint Travel Regulation (JTR).

Employees authorized by management to utilize their own vehicle for Company business shall receive the standard mileage reimbursement per the JTR.

**Section 16-3.** Shift leads may be utilized as determined by management. The employer shall have the sole discretion in the number and selection of employees for shift lead positions. Employees assigned as shift leads shall be paid a premium of seventy-five cents (\$.75) per hour while performing lead duties.

**Section 16-4.** Employees assigned to second shift ('Swings') or third shift ('Mids') will be paid a shift differential premium as detailed in this section.

Shift	Current Rate	04/8/2021	04/8/2022	04/8/2023
2 <sup>nd</sup> Shift (Swings)	\$0.25	\$0.50	\$0.60	\$0.70
3 <sup>rd</sup> Shift (Mids)	\$0.25	\$0.75	\$0.85	\$0.95

**Section 16-5. Call-In Pay:** Any employee who has completed work, left the Company's premises, and who is called back to work, either after the termination of his/her regular shift or prior to his regular shift, shall be allowed to work four (4) hours or, if work is not available, be allowed to complete assigned work and be paid a minimum of four (4) hours pay at the appropriate rate. If the call-in is due to employee oversight, the remaining workweek will not result in overtime and their schedule will be adjusted accordingly.

Any employee called to work on their regular day off or on a paid holiday shall receive either four (4) hours work or four (4) hours pay, consistent with Section 16-9 above, at the time rate specified for work on their regular day off or on a paid holiday.

**Section 16-6. Report Pay:** In the event an employee reports to work at their regular starting time and on their regular shift or scheduled overtime without having been previously notified not to report, they shall be given four (4) hours work within their classification or, if necessary, in a lower classification at their regular rate of pay. If no work is available, the employee shall receive four (4) hours pay including all premiums.

## **ARTICLE 17 - HEALTH AND WELFARE**

**Section 17-1.** The Company will offer the following group insurance plans to all full-time employees. The Company reserves the right to modify or terminate any of the benefit plans at its' sole discretion. Should such action be anticipated, the Company will notify the Union and meet with the Union as soon as possible after such notification to negotiate the impact on the bargaining unit employees.

**Section 17-2.** Employees may accept or decline participation. Declining Participation requires proof of other group insurance, immediately after hire and during annual open enrollment periods specified by the Company. The Company shall allow employees subject to qualify events (birth of a child, marriage, divorce, death, loss of job/coverage, Medicare/Medicaid eligibility, etc.) to adjust their participation options within 30 days from the qualifying event. All premiums, deductibles, fees, preconditions of participation, eligibility, and distribution of benefits (not otherwise dictated by this Agreement or by law) shall be governed by the Company's benefit plan documents.

**Section 17-3. Insurance Plans:** The Company will offer employees access to coverage with the following benefit options:

- a. Health insurance
- b. Dental insurance
- c. Vision insurance to include options for safety glasses for employee only
- d. Long-term disability insurance



- e. Supplemental Life and AD&D coverage for employee and their eligible dependents
- f. Flexible Spending Accounts (unreimbursed medical and/or dependent care)
- g. Short-term disability buy-up up to a maximum\* of \$750.00 weekly at 66.67% of weekly earnings.

**Section 17-4.** The Company will provide the following benefits at no cost to the employee:

- a. Base life insurance at 1x their annual rate of pay.
- b. Base AD&D insurance at 1x their annual rate of pay.
- c. Short-term disability insurance up to a maximum\* \$750.00 weekly at 66.67% of weekly earnings.

\*Maximum amount of benefit is \$1500 weekly for the combination of both STD and STD Buy-up.

**Section 17-5.** Effective April 8, 2021, employees will have a choice between the Current BCBS of Alabama health insurance with BCBS Point-of-Purchase prescription drug coverage, Optional BCBS of Alabama health insurance with a prescription drug card.

Employees will pay the following premiums for Blue Cross and Blue Shield of Alabama healthcare insurance and the Blue Cross and Blue Shield of Alabama prescription plan (Point of Purchase method - does NOT include the Prescription Drug Card).

**Blue Cross Blue Shield (Legacy) with Point-of-Purchase Rx**

April 8, 2021	Employee Only: \$58.62 Bi-Weekly
	Employee + Spouse: \$126.92 Bi-Weekly
	Employee + Children: \$126.92 Bi-Weekly
	Employee + Family: \$188.12 Bi-Weekly

**Optional Blue Cross Blue Shield (Preventive) with Rx Drug Card**

April 8, 2021	Employee Only: \$53.17 Bi-Weekly
	Employee + Spouse: \$119.17 Bi-Weekly
	Employee + Children: \$119.17 Bi-Weekly
	Employee + Family: \$175.20 Bi-Weekly

**Core Delta Dental**

April 8, 2021	Employee Only: \$2.52 Bi-Weekly
	Employee + Spouse: \$7.15 Bi-Weekly
	Employee + Children: \$5.11 Bi-Weekly
	Employee + Family: \$9.74 Bi-Weekly

### **Vision ProTec Safety Enhancement**

April 8, 2021      Employee Only: \$1.06 Bi-Weekly  
Employee + Spouse: \$2.26 Bi-Weekly  
Employee + Children: \$2.11 Bi-Weekly  
Employee + Family: \$3.61 Bi-Weekly

### **Section 17-6. Group Health Insurance Opt Out:**

<b>Effective Date</b>	<b>Current</b>	<b>04/8/2021</b>	<b>04/8/2022</b>	<b>04/8/2023</b>
Group Health Insurance Opt Out	N/A	\$1.50	\$1.50	\$1.50

The Group Health Insurance Opt Out will be paid on up to forty (40) hours paid per week.

### **ARTICLE 18 - 401(k)**

All eligible employees in the bargaining unit may participate in the Company's 401(k) Plan offered by Employer in accordance with the Company 401(k) Plan document and rules. The 401(k) Plan provides for voluntary employee contributions made by payroll deduction, up to the contribution limits and tax provisions established by the IRS.

The Company contribution rate shall be provided for fulltime employee's base wage hours (up to 40 regular hours to include productive and non-productive) paid per workweek. Participants will not be eligible for this contribution while on unpaid leave status (i.e., military leave, personal leave or other forms of unpaid leave).

The Company contribution rate will be:

April 8, 2021      \$1.25/hour  
April 8, 2022      \$1.50/hour  
April 8, 2023      \$1.75/hour

## **ARTICLE 19 - LEAVE OF ABSENCE**

**Section 19-1.** The Company, upon request of employees who have completed their probationary period, may grant limited unpaid personal leaves of absence. Such leaves shall be not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued PTO must be used before any unpaid leave will be approved. The Company may approve a maximum of two (2) extensions.

Health insurance may continue for a maximum of sixty (60) days provided the employee pays the entire premium at least ten (10) days prior to the next month's insurance coverage.

**Section 19-2.** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

**Section 19-3.** Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed twelve (12) months. An employee will be laid off after twelve (12) months.

Health, Dental, and Vision insurance, if elected, in addition to any optional benefits elected by the employee will continue for the duration of the leave of absence as described above (except for extended Military Leave of Absence over 30 days) as long as the employee continues to pay his/her portion of the premiums at least ten (10) days prior to the next month's insurance coverage.

**Section 19-4.** An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work.

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

**Section 19-5.** Leaves of absence without pay for Union business not to exceed two (2) weeks will be granted to Bargaining Unit employees of the Company, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on such leave at any time.

**Section 19-6.** Leaves of absence without pay in worker's compensation injury and legal occupational disease cases will be granted automatically for up to a twelve (12) month period of legal temporary disability, and seniority will accumulate for the full period of such leave.

**Section 19-7.** An employee who has completed his/her probationary period, who is called to and performs short-term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as the employee receives them. Upon return from short-term active duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

**Section 19-8.** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification based upon seniority and qualifications.

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

**Section 19-9.** Any member of the Union elected or appointed to a full time Union position may, upon written request by the Union, be granted a leave of absence for Union activities up to a three (3) year period and with the opportunity to request extensions. Employees on such leave shall continue to accrue seniority. Not more than one employee shall be on such leave at anyone time. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

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

**Section 19-10.** The granting or disallowance of Personal/Medical Leaves of Absence for employees within the probationary period will be at the discretion of the Company.

## **ARTICLE 20 - NO STRIKES/ LOCKOUTS**

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

## **ARTICLE 21 - BULLETIN BOARDS**

The Company shall provide a bulletin board for the Union to post official Union information for their membership.

## **ARTICLE 22 - COMPLETE AGREEMENT**

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

## **ARTICLE 23 - SCOPE OF AGREEMENT**

Should the Company establish any new facilities that result in work or services presently performed under this Agreement being transferred, the Company agrees to consult with the Union and offer employees who are adversely affected job opportunities that may be available at the new facilities.

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

## **ARTICLE 24 - NON-DISCRIMINATION**

**Section 24-1.** The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, disability, protected veteran status, gender (including transgender), gender identity/expression, sexual orientation or preference, citizenship status, medical condition, age or sex.

**Section 24-2.** The use of personal pronouns of masculine gender is for grammatical purpose only, and the terms of the Agreement shall apply equally to persons of either sex.

## **ARTICLE 25 - GENERAL PROVISIONS**

**Section 25-1.** The Company agrees that it will not discriminate against any employee because of his/her membership in the Union.

**Section 25-2.** Early leave and administrative leave policy, to include Executive Orders, inclement weather and other situations beyond the Company's control, for employees covered by this Agreement shall be determined by the Dyess AFB Commander. Employees will be reimbursed for time missed if the Government Contracting Officer (KO) authorizes reimbursement.

**Section 25-3.** The Customer shall furnish all special tools and equipment necessary for the performance of work. Special tools shall include, but are not limited to, power and pneumatic tools. Employees will furnish normal hand tools. This provision is not intended to change the way tools are provided by the company customer or employees immediately prior to the effective date of this Agreement.

**Section 25-4.** Effective April 8, 2022, the Company shall pay to each Aircraft Mechanic II/III employee a protective footwear/clothing allowance of \$125.00 once per contract year. In order to receive the allowance, employees shall provide the Company original receipt(s) and evidence that their protective footwear meets applicable ANSI standard; this footwear must be required for job performance and must be worn by the employee at work at all times.

**Section 25-5.** Employees covered by this Agreement will perform all production work in the facilities. Non-bargaining unit personnel shall not be allowed to perform bargaining unit work with the exception of instruction, training, or emergencies. Part-time employees filling in for PTO or absence will be excluded from this Article.

**Section 25-6.** The Company shall provide OSHA-compliant safety gear, to include required Personal Protective Equipment (PPE) as per policy and procedure, with the exception of protective footwear as provided above, as required for use in performing work.

**Section 25-7.** In the event employees are deployed to OCONUS sites, consideration for additional compensation will be based on a review of State Department guidelines on potential hostile or dangerous conditions and recommended to the government for approval.

**Section 25-8.** All economic items in this Agreement are effective April 8, 2021, unless otherwise specified.

## **ARTICLE 26 - MNPL**

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

Such deductions shall be made in accordance with instructions on said authorization cards, which have been delivered by the Union to the accounting section of the Company. Authorization(s) must be received by the Company no later than fourteen (14) days prior to the end of the pay period in order for such voluntary contributions to be deducted from such pay period. Contributions to be deducted as a result of authorizations not received fourteen (14) calendar days prior to the end of the pay period will be started effective the following pay period.

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

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

## ARTICLE 27 - DURATION

Upon ratification, this Agreement will be in full force and effect February 1, 2021 to and including March 14, 2024 and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration by registered mail.

### INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

For and on Behalf of  
Aeronautical District Lodge 776 • Local Lodge 2771



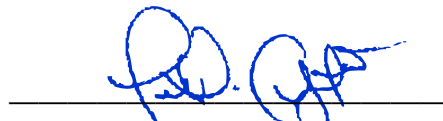
**BUD DULWORTH**  
**BUSINESS REPRESENTATIVE**



**DAVID ROGERS**  
**NEGOTIATING COMMITTEE**

### M1 SUPPORT SERVICES, LP

For and on Behalf of  
M1 Support Services, LP



**MARTIN CRAFT**  
**CHIEF OF BUSINESS OPERATIONS**



**CHERYL SHAW**  
**HR DIRECTOR**



**CHRISTOPHER BUSH**  
**SITE SUPERVISOR**



## APPENDIX

# Discipline Guide

## Dyess B-1 CFT

### Task Order

**The purpose of this Discipline Guide is to ensure uniformity of policy throughout concerning disciplinary issues.**

#### Summary

1. There is no substantive change of policy regarding employee conduct, but rather a commitment to ensure that each and every employee of ***M1 Support Services, LP*** is treated equally and fairly. More importantly, it is important that all employees know the rules and therefore, can in fact; avoid disciplinary actions by prudent and proper behavior.
2. This document should not be construed as promising that all disciplinary actions, particularly terminations of employee, will be preceded by one or more lesser disciplinary actions or warnings. Nothing in this guide should be construed as any aspect of an employment contract. ***M1 Support Services, LP*** recognizes that each problem on the job and each disciplinary decision must be judged on its own particular facts. Fairness and common sense dictates that each situation will be decided on the context of the total circumstances.
3. ***M1 Support Services, LP*** wants every employee to succeed and grow with us. The disciplinary policy is designed to give any employee that may stumble along the way an opportunity to know the problem, solve the problem, improve performance or change behavior, as necessary, to continue as a valued employee of the Company.

## **Disciplinary Rules**

### Forms of Discipline:

- (a) Verbal Warning (Counseling Action)
- (b) Written Warning (Disciplinary Action)
- (c) Suspension (Disciplinary Action)
- (d) Discharge/Termination

A list of violations and the disciplinary action required is attached. This list is not intended to be exclusive or all-inclusive.

### Clearing Procedures:

A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles.

- A. Written Warnings (Disciplinary Actions) Not involving a Suspension: Verbal and written actions not involving a suspension will not be considered in successive disciplinary actions six (6) months from the date of issue.
- B. Written Warnings (Disciplinary Actions) Involving a Suspension: Written warning notices involving a suspension will not be considered in successive disciplinary actions one (1) year from the date of issue.

### Excessive Rule Violations:

- A. An employee receiving three (3) written warnings not involving a suspension (not necessarily on the same rule) within a six (6) months period, none of which have been cleared by the above procedures, will be subject to a three (3) day suspension.
- B. An employee receiving a combination of two (2) written warnings not involving a suspension and one (1) written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged/terminated.
- C. An employee receiving two (2) written warning (not necessarily on the same rule) involving a suspension, neither of which has been cleared by the above procedure, will be discharged/terminated.

<b>Violations</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>	<b>Fourth Offense</b>
1. Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services	Written Warning	3 Day Suspension	Discharge	
2. Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Warning	Written Warning	3 Day Suspension	Discharge
3. Violating safety, fire housekeeping, or health regulations or prescribed safety and health practices.	Written Warning	Written Warning	3 Day Suspension	Discharge
4. Unsatisfactory quality or quantity of work	Written Warning	Written Warning	3 Day Suspension	Discharge
5. Violating assigned work schedules by:				
a. Reporting late without authorization, three times in a 30 calendar day period.	Written Warning	Written Warning	3 Day Suspension	Discharge
b. Failing to report absence within 1/2 hour of start of work shift or as soon as possible.	Written Warning	Written Warning	3 Day Suspension	Discharge
c. Unauthorized absence of one work shift	Written Warning	3 Day Suspension	Discharge	
d. Preparing to quit work for the day prior to time established by management.	Written Warning	Written Warning	3 Day Suspension	Discharge
6. Loafing, loitering, or hiding; leaving work station without supervisor's permission for reasons not connected with performance of the job.	Written Warning	3 Day Suspension	Discharge	
7. Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Warning	3 Day Suspension	Discharge Depending on severity of violation	
8. Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	3 Day Suspension	Discharge Depending on severity of violation	
9. Operating vehicles, aircraft, machines, tools, or equipment, or entering a restricted area without	Written Warning	3 Day Suspension	Discharge	
10. Leaving work early or leaving contractor assigned facilities during working hours without authorization.	3 Day Suspension	Discharge		
11. Performing work on personnel property within areas or buildings assigned to the Company unless	Written Warning	3 Day Suspension	Discharge	
12. Performing other work or activity which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of Interest by the Company.	3 Day Suspension or Discharge dependent on severity of Violation	Discharge		

<b>Violations</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense</b>	<b>Fourth</b>
13. Willfully altering, defacing, mutilating, abusing, destroying or wasting government, Company, civilian or other employee's property, facilities, records or equipment	3 Day Suspension Or Discharge dependent on severity of violation	Discharge		
14. Knowingly entering another employee's time card, altering time card, or having one's time card entered by another employee	3 Day Suspension Or Discharge dependent on severity of violation	Discharge		
15. Negligence or carelessness resulting in or contributing to loss, damage or destruction to Company, government civilian, or other employee's property; or causing substantial rework; or contributing to critical, or safety of flight, discrepancies	3 Day Suspension Or Discharge dependent on severity of violation	Discharge		
16. Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
17. Theft, attempted theft, or unauthorized removal of property of other employees, the Company, the government or others.	Discharge			
18. Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
19. Insubordination	Discharge			
20. Unauthorized absence of three consecutive working days.	Discharge			
21. Any conduct that brings discredit to the Company	Discharge			
22. Sleeping on duty	Discharge			
23. Attempting to or deliberately restricting output while on duty	Discharge			
24. Falsification of personal or other Company or contract related records.	Discharge			
25. Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company or customer records or information	Discharge			
26. Deliberate falsification of facts to management, or any form of dishonesty	Discharge			
27. Violation of the Company policy on Drug Free Workforce and Workplace	Discharge			
28. Excessive absenteeism.	Discharge			
29. Unsatisfactory leadership skills and interpersonal skills.	Written Warning	3 Day Suspension or Demotion	Discharge	
30. Failure to comply with the CBA appearance standards.	Written Warning	Written Warning	3 Day Suspension	Discharge
31. Misuse of Government or Company equipment or material.	Written Warning	3 Day Suspension	Discharge	
32. Violation of tool control program of other safety related programs and including FOD control program.	Written Warning	3 Day Suspension	Discharge	
<b>33. Failure to properly utilize technical data resulting in a Tech Data Violation from the COR</b>	<b>Verbal Warning</b>	<b>Written Warning</b>	<b>3 Day Suspension</b>	<b>Discharge</b>