

Collective Bargaining Agreement

Between

KAY AND ASSOCIATES, INC.

&

International Association of
Machinists and Aerospace Workers, AFL-CIO



District Lodge 776 • Local Lodge 2771

For the

B-1 Contract Field Team (CFT)

Dyess AFB, TX

Effective 8 June 2023 through 7 June 2026

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Agreement

This Agreement is made and entered into this 8th day of June 2023 between Kay and Associates, Inc. (hereinafter referred to as the “Company”), and the International Association of Machinists and Aerospace Workers, AFL-CIO, Machinists District Lodge 776, Local Lodge 2771 (hereinafter referred to as the “Union”). The Company and the Union are jointly referred to hereinafter as the “Parties” with respect to certain work performed on the B-1 Contract Field Team task order (CFT), Dyess AFB, TX.

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 Article I 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

Section 1-1. The Company recognizes the Union as the sole and exclusive representative for all employees employed as Aircraft Mechanic II, Aircraft Mechanic III, and Supply Technician, on the B-1 CFT task order, Dyess, TX excluding temporary personnel, office clericals, professional employees, watchmen, guards, and supervisors as defined in the National Labor Relations Act.

Section 1-2. Bargaining unit employees shall be governed by all Company rules, regulations and orders, which are not in conflict with the terms and conditions of this Agreement.

Article 2. Management Rights

Section 2-1. Except as expressly and specifically limited or restricted by a specific provision of this Agreement, the Company has and shall retain the full rights of management and direction of the Company's operations. Such rights of management include, but are not limited to, the following:

1. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the number, locations or types of administrative subdivisions, business units, or work groups, and the work assigned thereto;
2. The right to select, direct and control the working force, to maintain order, discipline and efficiency;
3. The right to determine, control, or direct the hiring and promotion of employees and demotion of employees for non-disciplinary reasons;
4. The right to make, continue, alter and enforce reasonable rules regarding safety of employees.
5. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the work pace, work performance levels and standards of performance;
6. The right to plan, direct, manage and control operations;
7. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the direction and supervision of all of the employees;
8. The right to determine the scope, location, and extent of its operations, the services to be offered, the methods and processes of service, the number of hours per day or per week that operations shall be carried on, and the commencement, expansion, curtailment or discontinuance in whole or in part, whether such action is planned or taken on a temporary, intermittent, or permanent basis;
9. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the assignment and transfer of employees between job classifications and between working schedules;
10. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the services, tools, equipment, machinery, production schedules, and production standards;

11. The right to terminate, merge, consolidate, sell, or otherwise transfer its business or any part thereof;
12. The right to control, modify, create, or direct job classifications and the content and qualifications thereof, including the establishment of new job classifications;
13. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the need for and the administration of physical examinations or mental tests for any reason, including drug screens and drug tests;
14. The right to determine the number of employees needed by the Company at any time and the number of employees who shall operate on any given job, operation, or unit, including the number of employees assigned to any particular operation or working schedule, and whether, when or where there is a job opening;
15. The right to determine and control when overtime shall be worked and whether to require employees to work overtime;
16. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the work week, PTO schedules, and working schedules, provided that a previously scheduled, approved PTO will not be changed unless there is a serious business need for which another reasonable solution cannot be found. In such cases, the Company will reimburse the employee whose PTO is changed for any PTO expenses already incurred, provided that receipts for such expenses are provided to the Company.
17. The right to control and determine the hiring of temporary employees and the number thereof;
18. The right to evaluate the qualifications, skills, or abilities of any employee;
19. The right to determine the job abilities, and qualifications needed, preferred, or required to hold or be considered for any job or classification;
20. The right to assign and to reassign employees and equipment for valid business reasons;
21. The right and power to subcontract services as requested by the customer;
22. The right to control, determine, and direct the security of employees, premises, facilities, and property of the Company;
23. The right to control and direct the utilization of all Government premises, equipment, and facilities, utilized by the Company:

24. The right to move, sell, close, liquidate, or consolidate the operation in whole or in part and to separate its employees in connection with said moving, selling, closing, liquidating, subcontracting, or consolidating the operation or any portion thereof.

Section 2-2. The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Company. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the Company even though not enumerated above, and the express provisions of this Agreement constitute the only limitations upon the Company's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Company's right or preclude the Company from exercising the right in a different manner.

Section 2-3. The Company may require as a condition of continued employment, that any employee or potential employee submit to a physical examination including but not limited to eye or hearing examinations, at any time by a doctor of the Company's choosing. The Company may, in whole or in part, rely upon the results of any such examination in evaluating the ability of the employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Company and which is consistent with the evaluation.

Section 2-4. The Company shall have the sole and exclusive right to conduct job studies and to evaluate the work performance of the employees covered by this Agreement, and shall have the sole and exclusive right to demote, transfer, or discharge employees for inefficiency, incompetency, or inability to perform the work assigned to them.

Article 3. Assistance to Covered Employees

Section 3-1. Employees covered by this Agreement will perform all bargaining unit work. Non-bargaining unit personnel shall not perform any bargaining unit work except in cases of: instruction, emergencies, under conditions that would hinder compliance with the terms of the Government contract,

to provide and occasional assist, and as permitted in Section 3-2 below and will promptly be communicated to a Union Steward.

Section 3-2. In addition, whenever a member of the bargaining unit, with or without consultation with the Site Supervisor or his designee, believes he needs such assistance, the Employer may provide it from sources within the Company.

Article 4. No Strike/No Lockout

Section 4-1. During the term of this Agreement, the Union and the employees agree not to call, cause, sanction, participate in, permit, authorize, initiate, support, assist, or condone any strike (including any unfair labor strike), sympathy strike, sit-down, slowdown, picketing, boycotting, work stoppage, or other concerted efforts which interferes with, or interrupts or threatens such interference or interruption of the Company's operation, the servicing of the Company's customers.

Section 4-2. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.

Section 4-3. In the event of any strike or any other proscribed activity, the Company has the right to suspend the grievance and arbitration procedure of this Agreement until the proscribed activity has fully ceased.

Section 4-4. The Company shall have the right to proceed directly to court and not be required to arbitrate violations of this Article. The Union, as to a lockout, shall have the same right.

Section 4-5. The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including the grievance and arbitration provisions.

Section 4-6. Any employee who participates in any activity proscribed herein shall be subject to discipline, up to and including discharge. If any such discipline is arbitrated, the arbitrator is limited to deciding whether or not the violation occurred. The arbitrator cannot mitigate the punishment. The Company shall have the right to hire replacements for those employees who are disciplined or discharged under this Section.

Section 4-7. During the term of this Agreement, the Company will not lock out any employees.

Article 5. Union Access

The Parties recognize that facility access procedures are established by the U.S. Government and must be adhered to at all times. Subject to the foregoing, and under the escort of the Site Supervisor or the Site Supervisor's designee, the Business Representative of the Union shall be granted reasonable access to the Government's exterior property, employee breakroom, and shop area where bargaining unit employees work for purposes of administration of this Agreement. During the exercise of such access rights, the Business Representative shall not interfere with the work of employees. The Business Representative shall first request and receive permission from the Site Supervisor prior to entering the Company's operations. Such requests shall include the date and time the Business Representative intends to visit. Permission shall not be unreasonably denied.

Article 6. Seniority

Section 6-1. An employee's bargaining unit seniority is the length of his continuous service within the bargaining unit including time spent with predecessor companies under the contract. An employee shall also hold job classification seniority in the job classification as listed in Article I of this Agreement that he holds or has previously held.

Section 6-2. In cases of layoff, the employee with the least job classification seniority in the affected job classification shall be laid off first. Employees selected for layoff may elect to bump into equal or lower rated classifications they are qualified to perform (as documented in the employee's training record) and based on job classification seniority against others in those classifications. The employee will inform the Company of his election to bump within five (5) work days following his notice of layoff.

Section 6-3. For the purpose of recall, the Company shall designate by classification the number of positions to be restored. Employees bumped during previous layoffs will be offered restored positions on the basis of seniority and qualification. Employees who decline such offers will have no further recall rights to previous positions. The most senior employee on layoff from the classification shall fill restored positions occurring after such procedure.

Section 6-4. Notification of openings for recall shall be given by the Company by certified mail to the last mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve their recall rights, employees must notify the Company of their intent to return to work within five (5) work days of receipt of delivery of the recall notice and must report to work within ten (10) work days after the employee's receipt of the notice of recall. If the employee does not respond as required by this Section, the next senior employee shall be recalled and the employee not responding will be removed from the recall list. Nothing in this section will preclude the Company from making direct contact with the employee by phone and/or the employee returning as soon as possible. The Company will determine specific return dates.

Section 6-5. Failure of the employee to keep the Company advised in writing of his current correct address shall relieve the Company of all obligations indicated in Article 4, Section 4-4 above.

Section 6-6. An employee shall lose his seniority and his continuous employment shall be broken for the following reasons:

- a. Resignation;
- b. Discharge for just cause;
- c. Layoff in excess of six (6) months;
- d. Failure to return to work at the expiration of a leave of absence;
- e. Failure to return to work within ten (10) work days after being recalled from layoff unless excused by the Company;
- f. Absence of three (3) consecutive work days without reporting to the employee's Supervisor on a daily basis, except in case of an emergency. If the Supervisor cannot be reached in a timely fashion, the employee must report the absence to the Human Resources Department at 847-255-8444.
- g. Job abandonment or voluntary quit; and
- h. Promotion to a position outside the bargaining unit for more than one (1) year.

Section 6-7. Each new employee shall serve a probationary period of ninety (90) calendar days. If during the ninety (90) calendar day period the Company finds that the new employee is not suitable for the job, his employment may be terminated at the Company's sole discretion, without recourse to the

grievance or arbitration provisions of this Agreement. Current employees on the contract who have already completed their probationary period on predecessor contracts will have no probationary period. Those employees who have partially completed their probationary period shall be required to complete it.

Article 7. Field Duty Assignments (TDY Travel)

Section 7-1. Employees sent to off-site locations beyond fifty (50) miles from the base and required to stay overnight shall receive per diem for meals and incidentals and lodging for hotel accommodations in advance. All travel arrangements, including hotel, will be made by the company and reimbursed by the Company. All travel shall be in accordance with company's CFT Contract and the Joint Travel Regulation (JTR). Employees who utilize their own vehicle for Company business while on TDY shall receive the standard mileage reimbursement established by the JTR. The Company will make hotel arrangements as close as possible to the DET location and will take into consideration employee preferences.

Section 7-2. The Company will select the labor categories with the necessary job skills and the number of employees in each such labor category for each detachment. Selection of qualified employees to be assigned to detachments shall first be made on a voluntary basis, by the most senior employee(s) first, and then if no one has volunteered, the selection will be made by inverse order of seniority. In addition, the Company will post an outline of the detachment requirements within two (2) work days of receipt of the requirement from the Customer. Bids are due one (1) week after company posting. Detachment roster will be posted within one (1) week after review of the employees who have bid. A copy of the bids will be furnished to the shop steward. The detachment roster will be listed in order of the most senior to the most junior employee. All leave requests shall be put on hold for approval until the detachment list is complete.

Section 7-3. Upon return from a Detachment, employees will have two (2) work days to complete (with receipts) and submit their expense report. In return, the company will reimburse the employee within the 2nd pay period after receipt by the Company of the completed expense report. Employees will sign and may retain a copy of their expense report. Any expense report not received by the Company within five (5) work days of the completion of the detachment will not be reimbursed.

Section 7-4. Employees on TDY assignment are normally assigned a minimum eight (8) hour work day, unless it's a day off. Employees will be paid for actual hours worked/traveled.

Section 7-5. Employees' travel time should begin and end at the Dyess AFB site. Travel distances should be the most direct route, unless unavoidable.

Section 7-6. In the event an employee is on the posted detachment list desires not to deploy, he/she may decline in accordance with the following:

- a. The detachment will go to the next qualified employee on the detachment list by seniority.
- b. The employee who wishes not to deploy shall give at least 2 weeks' notice to the Site Supervisor.

Section 7-7. In the event the commencement date of detachment is either moved up or delayed, and an employee who is assigned to the detachment is negatively impacted, the company will arrange for a qualified (by labor classification and job skill) replacement. If a detachment has commenced, replacement of employees on detachment will not be allowed.

Section 7-8. 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.

Article 8. Job Opportunities

Section 8-1. Should the Company decide to fill an open job, it will post notice of the opportunity on the Company bulletin board and online for five (5) work days. Any eligible employee may indicate interest in competing for the open job. The notice posted declaring that such a vacancy or job opening is to be filled shall contain at least the following information:

- a. The date the notice is posted and the date and time the notice will be removed;
- b. The job to be filled and the classification;

- c. Job specifications;
- d. Minimum requirements; and
- e. Effective date the job is to be filled.

Section 8-2. The Company shall offer the job to the interested employee the Company considers to be the most qualified. If two or more interested employees are deemed equally most qualified, then the most senior of these employees will be offered the job. If the Company, in its sole discretion, determines that there is no qualified interested employee, the Company may hire from the outside to fill the job.

Section 8-3. The employee awarded the job shall have twenty (20) work days to demonstrate that they are fully capable of performing the job. If, at any time during the twenty (20) work day period, the Company disqualifies the employee they will be returned to their former position.

Article 9. Hours of Work and Overtime

Section 9-1. Workday - The normal work day shall be eight (8) consecutive hours exclusive of an unpaid sixty (60) minute lunch break, between 12:01 a.m. and midnight. The Company may require employees to work an alternative workday.

Work Week - The normal work week shall be five (5) consecutive days with two (2) consecutive days off. The Company may require employees to work an alternative work week.

Payroll Period - The payroll period is fourteen (14) consecutive days between starting at 12:01 a.m. on a Monday and ending at midnight the second consecutive Sunday.

Section 9-2. Nothing in Section 9-1, above, shall be considered a guarantee by the Company of any work or of any particular work schedule. Employees may be required to work on their scheduled days off and may be required to work overtime when the Company or Customer deems it necessary. Employees will be given a four (4) hour notice when overtime is required so long as the Company is given greater notice by the Customer.

Section 9-3. Work Shifts - The Company may assign and reassign employees to any shift to fulfill business needs. All hours are to be logged against the day the shift started. All hours worked on a shift shall be considered to have been worked on the day on which the shift commenced.

The starting time of the existing shifts will be followed, unless directed to change them by the Customer:

First Shift ('Days'): 0800 to 1630

Second Shift ('Swings'): 1600 to 0030

Third Shift ('Mids'): 0000 to 0830

Section 9-4. Notwithstanding the foregoing, the Company may change the start times and/or shift assignments of individual employees as it deems necessary. Further, the existing flexibility enjoyed by the Site Supervisor in his discretion to accommodate employees shall remain in place.

Section 9-5. Employees may not work overtime without the prior approval of the Site Supervisor or his designee. When overtime is required by the company it is mandatory, provided that if the employee slotted for that overtime is able to arrange for that overtime to be worked by another employee who the Company deems equally-qualified, then the slotted employee will be excused. In such situations, the employees will be given a four (4) hour notice, so long as the Customer provides the Company with greater notice. Overtime will be paid as follows:

- a. Hours worked in excess forty (40) hours in any work week shall be compensated at the rate of one and one-half (1½) time the employee's regular hourly rate.
- b. Work performed on the sixth (6th) consecutive workday within the workweek will be paid at one and one-half (1½) times the employee's effective hourly rate.
- c. Work performed on the seventh (7th) consecutive workday within the workweek will be paid at two (2) times the employee's effective hourly rate.
- d. The Company shall make reasonable efforts to notify employees as early as possible but no later than (4) four hours notice regarding required overtime, so long as the Customer provides the Company with greater notice.

Section 9-6. All hours paid shall be counted as hours worked toward the computation of overtime pay. Overtime hours worked on a Holiday, a 6th consecutive day, or a 7th consecutive day, will not count towards the forty (40) hour provision in Section 9-5.a above. There shall be no pyramiding of overtime.

Nothing in this Agreement shall be construed as to require the payment of overtime on overtime, or compounding of overtime, as a result of computing hours in accordance with this Article.

Section 9-7. The Company reserves the right to modify shifts or schedules as required by the Customer.

Section 9-8. If an employee is required to report to work a second time within twenty-four (24) hours of the beginning of his regularly scheduled shift and is furnished with less than four (4) hours of work, he or she will be paid for four (4) hours at his or her regular rate of pay.

Article 10. Meals and Breaks

Section 10-1. Each employee covered by this Agreement shall be entitled to two fifteen (15) minute paid breaks during each full workday. The Company shall assign break times. In the event any employee is required to work beyond any nine (9) hour work day, the affected employee will receive an additional fifteen (15) minute break prior to commencing additional work and for each two (2) hour period of additional work.

Section 10-2. Each employee covered by this Agreement shall be entitled to one sixty (60) minute uninterrupted unpaid meal period during each full workday.

Section 10-3. Employees may not skip meal periods or breaks in order to leave work early.

Article 11. Temporary Employees

Section 11-1. The Company may use temporary employees to cover short term fluctuations in workload; to fill in for scheduled absences, PTO, leaves of absence or other similar situations, where a sufficient number of bargaining unit employees are not immediately available.

Section 11-2. A temporary employee is one who is hired for a limited period not to exceed ninety (90) calendar days in a twelve (12) month period. This temporary period can be extended by mutual agreement of the Parties. Temporary employees shall be excluded from the bargaining unit but may perform bargaining unit work. Temporary employees may be laid off or terminated by the Company at will.

Article 12. Company Work Rules

Section 12-1. Subject to the provisions of this Article, the Company has the right to promulgate and modify work rules, including rules regarding attendance. Violations of such rules will be cause for discipline, up to and including discharge.

Section 12-2 The Current work rules, which are incorporated herein and identified as Appendix "C" shall be binding upon bargaining unit employees.

Section 12-3 Should the Company wish to promulgate a new work rule or modify an existing work rule, it shall give written notice of the proposed new work rule or modification of an existing work rule to the Union's Business Representative. The Company's Executive Vice President and the Union's Business Representative shall meet, via teleconference, within five (5) working days of the Union's Business Representative's receipt of the notice, and attempt to reach agreement on the new or modified rule. If agreement is reached, the Company shall publish the new or modified rule in a revised Appendix "C."

Section 12-4 If no agreement is reached, the Company may publish its new or modified rule. In such case, the Union may grieve the reasonableness of the new or modified rule within ten (10) work days of the publication of the rule. The grievance shall be filed at Step 2 of the grievance procedure.

Article 13. Discipline and Discharge

The Company may discipline an employee up to and including discharge for just cause. The principles of progressive discipline shall be followed, provided, however, that the Company, pursuant to its rights to promulgate work rules including rules regarding attendance, may establish categories of conduct which call for initial discipline at any appropriate step depending on the severity of the violation.

Article 14. Grievance Procedure and Arbitration

Section 14-1. The term “grievance” shall be defined as a dispute with respect to the interpretation or application of a specific provision of this Agreement.

Section 14-2. An employee who believes he has a grievance as defined above shall:

- a. **Step 1.** Within five (5) work days of the event giving rise to the grievance or of the time the employee reasonably should have had knowledge of the event giving rise to the grievance, the employee may, with or without his Shop Steward, register the grievance in writing with the Site Supervisor, or the Site Supervisor’s designee. The submission must state the nature of the grievance, including a factual statement of how the Company violated the Agreement in plain English, the specific provision(s) of the Agreement alleged to be violated and the specific remedy(s) requested. The Site Supervisor, or the Site Supervisor’s designee, shall respond to the grievance, in writing, within ten (10) work days.
- b. **Step 2.** If the grievance is not satisfactorily resolved at Step 1, the Union may submit the grievance, in writing, to the Company’s Executive Vice President, or his designee, within ten (10) work days of receipt of the Site Supervisor’s Step 1 response. The submission must state the nature of the grievance, the specific provision(s) of the Agreement alleged to be violated and the specific remedy(s) requested. The Company’s Executive Vice President, or his designee, and appropriate staff shall meet with the Shop Steward and Business Representative, or his designee, either in person or by teleconference. The Company’s Executive Vice President, or his designee, shall respond in writing within ten (10) work days of such meeting.
- c. The time limits set forth above may be extended by mutual consent of the Parties, in writing. A failure by the Company to respond shall be treated as a denial of the grievance at that step.

Section 14-3. In the event the grievance is not satisfactorily resolved at Step 2 of the grievance procedure, the Union may, within fifteen (15) work days of receipt of the Company’s response at Step 2, submit the grievance for binding arbitration.

Section 14-4. In order to do so within the time established in Section 3, the Union shall, in writing, notify the Company's Executive Vice President of its intent to arbitrate the dispute.

Section 14-5. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. All members of FMCS panels must be members of the National Academy of Arbitrators. The Union and the Company shall alternatively strike one name from such list. The Company and Union shall alternate which party shall make the first strike, the initial strike to be determined by coin toss until only one name remains and that person shall be the arbitrator. Either party may request a second panel. 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 14-6. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement, but shall be limited to deciding whether or not a violation of an express provision of this Agreement has been committed. The arbitrator shall not have the authority to ignore or excuse any failure to comply with the time limits set forth in this Article, unless the parties mutually agree to extend the time limits. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Company, the Union, the employee concerned, except for fraud, exceeding jurisdiction, or for failure to base his decision and award on a specific provision(s) of this Agreement.

Section 14-7. The expense of the arbitration proceedings shall be borne equally by the Parties.

Article 15: Drug and Alcohol Policy

The Company's Drug and Alcohol Policy, which is incorporated herein and identified as Appendix "A" shall be binding upon bargaining unit employees.

Article 16. Bulletin Boards

The Company will provide the Union with one bulletin board near the bargaining unit work area for the purpose of posting legitimate Union notices. Nothing posted thereon shall disparage the Customer, the Company or its representatives.

Article 17. Shop Stewards

Section 17-1. The Company recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate on each shift, from the bargaining unit's seniority list. Each Shop Steward will be recognized by the Company only for employees in groups designated for that Shop Steward. Each Steward shall be entitled to up to one (1) hour paid time per week (unused time shall not be accumulated and carried forward) for performing the activities below. Any additional time spent on these activities shall be on non-work time. Duties of the Shop Stewards and the Alternate include:

- A. The investigation and presentation of grievances to the Company or the designated Company representative in accordance with these provisions:
 - 1. To consult with an employee regarding a question concerning the Agreement, complaint, or grievance for which the employee desires a Shop Steward to be present.
 - 2. To investigate a complaint or grievance before presentation to the appropriate Management personnel.
 - 3. To present a question concerning this Agreement, complaint, or grievance to an employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - 4. To meet with the Site Supervisor or her designee when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- B. The transmission of such messages and information during non-work times (breaks, lunch, before and after hours), which shall originate with, and are authorized by the Union or its Officers, provided such message and information have:

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

Section 17-2. In cases where it is necessary to investigate a grievance on work time, The Shop Steward shall seek permission in advance from his supervisor, which shall not be unreasonably denied.

Section 17-3. Shop Stewards appointed by the Union shall be the last laid off, or moved from their location or from their shift so long as work for them is available on that shift and location.

Article 18. Union Security/Check-Off

Section 18-1. As allowed by law, all employees in the bargaining unit may be a member of the Union at their individual choice.

- a. Only to the extent allowed by Texas state law, all employees within the bargaining unit on the effective date of this Agreement who are not Union members must, pay to the Union while on active payroll, an agency fee equal in the amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) work days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become Union members, or having become but do not remain Union members, must, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) work days' continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or commencing with the month following the month or such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that month.

- b. Only to the extent allowed by Texas state law, employees who are Union members on the effective date of the Agreement shall continue to pay membership dues to the Union while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or by-laws of the Union.
- c. Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- d. The Company shall issue payments authorized by this Agreement via electronic funds transfer process only (Direct Deposit). The Union shall ensure the Company has been provided with a valid Bank Account and Routing number to set up the process. It will be the responsibility of the Union to submit all changes in Bank information to the Company immediately.
- e. The Company shall issue all reports distributed to the Union electronically.

Section 18-2. 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.

Section 18-3. Union Payroll Deduction It is agreed between the Company and the Union that any employee in the bargaining unit defined in Article 1 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form. The employee's authorization shall be irrevocable for

a period of one (1) year from the date they are signed or until this Agreement expires whichever occurs sooner, irrespective of their membership status in the Union.

- a. This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within fourteen (14) work days but not less than three (3) work days prior to the date of termination of any irrevocable period hereof. Such revocation shall be affected by written notice to the Company, and a copy sent by certified mail, return receipt requested, to the Union within such period.
- b. Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

Article 19. Leaves of Absence

Section 19-1. FMLA The Company will offer family and medical leaves pursuant to the provisions of the Family and Medical Leave Act.

Section 19-2. Military Leave 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 employee 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 ten (10) scheduled work days in a calendar year. The employee must present a copy of the employee's orders 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 may be computed. The Company will have two (2) pay cycles after the employee presents the pay voucher(s) to pay the amount. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

Section 19-3. Bereavement Leave In case of the death of an immediate family of an employee, the employee shall be granted a maximum of three (3) scheduled work days off with straight time. Employees required to travel in excess of 500 miles shall be paid four (4) days for purposes of

bereavement. Bereavement leave may be used only during the ninety (90) calendar day period commencing with the date of death. For purposes of this Article, "immediate family" shall mean legal spouse, brother, sister, child, parent, aunt, uncle, grandchild, grandparent, domestic partner, and step- or in-law relations of any of the above and any other family member under your care living in your household. For purposes of this Article, a half-brother or half-sister shall be treated the same as a brother or sister.

In case of the death of another member of the employee's family, the employee will be granted a maximum of three (3) scheduled work days off without pay to attend the funeral and tend to administrative details. Other members of the employee's family shall be nephews, nieces, cousins, etc. The Company will grant the employee unused accrued PTO in lieu of non-paid time off. The Company may require reasonable proof of death.

The Company shall grant three (3) additional work days off, without pay, in the event of the death of members of the employee's immediate family as defined above, at the employee's request or the employee may use PTO for which they are eligible.

Section 19-4. Jury Duty The Company provides paid time off when an employee is required to be absent from work to serve on a jury. Pay for jury duty is at the applicable hourly wage for all regularly scheduled straight time hours. Jury duty pay is in addition to any remuneration received for jury duty from the Court, or as otherwise required by applicable law. Employees will be paid for jury duty if jury duty falls on the day the employee is scheduled to work. Employees will not be compensated for jury duty that falls on a scheduled day off. Absences for jury duty, whether paid or unpaid, shall be supported by a statement signed by the Clerk of the Court certifying as to each day of jury duty. An employee must report for work on any day the employee is not needed at the court to serve or if the employee is excused with four (4) or more hours remaining in his/her normal work shift, consistent with applicable law. However, if the employee is scheduled to work the second shift and has served a full day of jury duty, the employee does not need to report to work.

Article 20. Safety

The Company's Safety Policy, which is attached hereto and identified as Appendix "B" shall be binding upon bargaining unit employees.

Article 21. Paid Time Off

Section 21-1. PTO Allotment. PTO begins accruing on the employee's employment date and is based on the employee's years of service per the chart below. Paid hours of PTO shall not be considered as time worked for the purpose of computing overtime pay. Length of service for PTO purposes shall be determined by the employee's length of continuous service with the CFT B-1 Dyess Program and predecessor contractors.

Years of Service	Bi-Weekly Accrual	Annual PTO Grant
Less than Five (5)	4.00	104.0 hours
Five (5) but less than Ten (10)	5.54	144.0 hours
Ten (10) or more	7.08	184.0 hours

Section 21-2. Year-End Carryover. Employees are expected to use all of their PTO hours in the employment year in which it becomes available; however, employees may carry over cumulatively only up to a maximum of forty (40) hours of earned, unused PTO at each year-end. Any carried over PTO hours (up to the forty (40) hour maximum) will be added to the employee's PTO bank for the following twelve (12) months post their anniversary date. It is the employee's responsibility to ensure their PTO carry over does not exceed the 40-hour maximum carry over. In the event an employee has not reduced his/her PTO balance to the maximum carry over as outlined in this article by the date three (3) months prior to their anniversary date, the following steps will occur:

1. The site supervisor will inform the employee as to the number of PTO hours they must use by their anniversary date so the maximum carry over is not exceeded.
2. The employee will then have up to two (2) weeks from this notification to schedule PTO usage.
3. If the employee does not satisfy (2), the site supervisor will schedule the necessary mandatory days off.

Section 21-3. Increments of Use. Employees may use PTO in thirty (30)-minute increments.

Section 21-4. Reasons for Use. PTO may be used for any reason, including vacation, in the event of illness, for other personal business and for all other reasons permitted under applicable law, but not for AFGSC Family Days/Goal Days/Down Days. These reasons include if an employee is absent because of protected absences under applicable law.

Section 21-5. Any day where the government closes the facility, does not require the Company to make up lost hours, and pays the Company for such day, the employees will be paid.

Section 21-6. When a holiday, as defined in this Agreement, falls within the PTO period, such holiday hours shall not be charged as PTO hours.

Section 21-7. PTO Requests. Employees must provide reasonable advance notice to the Company. In addition, the use must be approved by the Site Supervisor. While final approval of using PTO rests with the Company to ensure compliance with operational requirements, a request to use PTO for such absences, such as vacation, will not be unreasonably denied. Once PTO has been approved, such time shall not be cancelled within five (5) days of start of the requested time off.

Section 21-8. Termination and Reemployment. An employee who is terminated for any reason shall be paid out all unused, vested PTO time. Because earned, unused PTO is paid out upon termination of employment, unused PTO shall not be reinstated in the event an employee is re-employed by the Company within one (1) year after separation, unless otherwise required by law.

Section 21-9. No Retaliation/Discrimination. Employees may request and use PTO under this policy without fear of retaliation or discrimination, which Company policy prohibits.

Section 21-10. 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 Site 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.

Section 21-11. It is understood and agreed that employees transferring to the CFT B-1 Contract at Dyess AFB 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 by the Company to perform a job outside of the Bargaining Unit, who return to the Bargaining Unit within three (3) months shall receive service credit for such time outside the Bargaining Unit.

Section 21-12. The Company reserves the right to cancel an approved PTO, if due to unforeseen events staffing falls below minimum required levels or situations when the Customer requires "all hands on deck."

Article 22. Wages and Job Classifications

Section 22-1. Employees will be paid in accordance with the wage schedule below. No employee will be paid less than the appropriate rate set forth in the wage schedule.

<u>Labor Category</u>	<u>Current Wage</u>	<u>4/8/2024</u>	<u>4/8/2025</u>	<u>4/8/2026</u>
A/C Mechanic II	\$ 35.81	\$37.42	\$39.11	\$40.67
A/C Mechanic III	\$ 37.26	\$38.94	\$40.69	\$42.32
Supply Technician	\$ 32.21	\$33.66	\$35.17	\$36.58

Section 22-2. Any employee laid off or terminated will be paid in full on the next pay day occurring after the date of layoff or termination.

Section 22-3. Any employee designated a Lead will receive a Lead Differential, as detailed in this section, while performing lead duties. The company shall designate Leads in the areas it determines necessary.

	Current Rate	04/8/2024	04/8/2025	04/8/2026
Lead Differential	\$0.75	\$0.85	\$0.85	\$0.85

Section 22-4. 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	04/8/2024	04/8/2025	04/8/2026
2 nd Shift (Swings)	\$0.70	\$0.80	\$0.90	\$1.00
3 rd Shift (Mids)	\$0.95	\$1.05	\$1.15	\$1.25

Article 23. Health & Welfare

Section 23-1. Employees may participate in the following Company group benefit coverage plans: medical, dental, vision care and prescription drug coverage and Long Term Disability ("LTD"), (together, the "Plan") as detailed in the periodically revised summary plan description. The Company retains the right, upon notice to the Union to change carriers and change the design of the Plan.

Section 23-2. All employees, as part of their Health & Welfare plan will be enrolled in short term disability paid for by the Company. The short term disability benefit will be 66.67% of the employees weekly earning to a maximum of \$750.00 not to exceed a period of 26 weeks.

Section 23-3. The employee cost of the Plan will be those in effect as of the ratification of this Agreement. This amount may change at open enrollment due to increased insurance prices, changes in insurance carriers and change in plan design.

Section 23-4. Coverages set out above will terminate at the end of the calendar month in which an employee starts any leave of absence.

Section 23-5. Employees may participate in the following Company group benefit plans: medical, dental, vision care, and prescription drug coverage (“The Plan”) as detailed in the periodically revised summary plan descriptions. Employees, at no cost to themselves, will receive life insurance and accidental death and dismemberment coverage valued at one time (1x) the base annual wage provided by the Company. Employees, at their own cost, may participate in voluntary plans as outlined below. For the elected benefits, the Company/Employee share ratio is of 80%/20% of the premium. The employee shall contribute their percentage of the plan’s premium via bi-weekly payroll deductions.

	Company	Employee
Medical	80%	20%
Dental	80%	20%
Vision	80%	20%

Section 23-6. Full-time employees who opt out of the Group Medical Plan will be allowed a special benefit allowance for all hours paid to a maximum of forty (40) hours per week in-lieu of the Group Medical Plan. This payment will be included in the employee's regular bi-weekly paycheck and can be used to pay for dental, vision or supplemental insurance coverage. Under IRS rules, such pay in-lieu-of benefits will be taxable.

Effective Date	Current	04/8/2024	04/8/2025	04/8/2026
Group Health Insurance Opt Out	\$1.50	\$1.50	\$1.50	\$1.50

Article 24. Retirement

Bargaining unit employees may participate in the Company’s 401(k) Savings Plan as described in the Plan Documents and Rules, on a voluntary basis. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by the IRS regulations.

The Company shall contribute on behalf of each employee the hourly amounts below, for all hours paid to a maximum of forty (40) hours per week.

The Company’s hourly contribution to the Company’s 401(k) Savings Plan will be:

Current Rate	\$ 1.75
4/8/2024	\$ 1.90
4/8/2025	\$ 2.00
4/8/2026	\$ 2.15

Article 25. Holidays

Section 25-1. Holiday pay is eight (8) hours payable at the employee's applicable working rate of pay. To qualify for holiday pay, an employee must be "in pay" status for some part of the work week in which the holiday falls.

Section 25-2. The Company will observe eleven (11) holidays. The following holidays will be observed each calendar year:

January - New Year's Day	September - Labor Day
January - Martin Luther King's Birthday	October - Columbus Day
February - President's Day	November - Veterans Day
May - Memorial Day	November - Thanksgiving Day
June - Juneteenth	December - Christmas Day
July - Independence Day	

Section 25-3. Any employee required to work on any of the above holidays will be paid for all hours worked at one and one-half (1.5) times his/her applicable working rate of pay plus holiday pay at his/her working rate of pay. In the alternative, such employees may select another day to celebrate as the holiday. Such selection must be approved by the Company. In that event, the employee who works on the regularly scheduled holiday shall receive straight time.

Section 25-4. Any observed holiday, stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Customer. When a holiday falls during an employee's PTO, the holiday will not be charged as PTO.

Article 26. General Provisions

Section 26-1. Except for during meal periods and breaks, any employee intending to leave his primary work center on work time must have the advance approval of the Site Supervisor or the Site Supervisor's designee.

Section 26-2. It is recognized that all employees are working on a government installation and are subject to all regulations and rules of the installation. If any bargaining unit employee covered by this Agreement is denied entry or permission to work on this installation or loses or has his "Secret Clearance," "NACI," or "CAC" suspended, when one is required, such employee shall be permitted ten (10) unpaid work days to regain permission to enter and work on the premises where the Company works, or to regain the requisite "Secret Clearance," "NACI," or "CAC." Absent regaining such permission or "Secret Clearance," "NACI," or "CAC" in that period of time, the employee will be terminated. Should the former employee regain the right to enter and work on such premises with the required "Secret Clearance," "NACI," or "CAC," he will be eligible for rehire into any open position for which he is qualified.

Section 1. All personnel are expected to report to work in clean, neat work clothing appropriate to the task requirements. Employees are to keep their hair, beard or mustache trimmed and well groomed. Torn, ragged, or excessively dirty clothing are not acceptable.

Section 2. When the performance of a task requires the use of safety equipment, or the wearing of safety attire, employees are required to be in the proper attire.

Section 3. If full or partial uniforms are required for positions, they must be worn during all work hours. Employees who are required to wear uniforms must wear all items in the appropriate complete uniform. Employees may not substitute non-authorized items. Alterations are not be made to any uniform pieces without prior authorization. Such uniforms shall be provided Company.

Section 26-3. The Company agrees that it will not discriminate against any employee because of his/her membership in the Union.

Section 26-4. 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 26-5. Effective July 1, 2023 and every July 1 thereafter for the duration of the Agreement, the Company shall pay to each Aircraft Mechanic II/III employee a protective footwear/clothing allowance of \$125.00 once per contract year. Employees will wear footwear that meets the applicable ANSI standard.

Section 26-6. 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.

Article 27. Past Practices

Except as expressly set forth in this Agreement, the Company shall not be obligated to continue any practice that was or may have been in existence prior to the signing of this Agreement and the continuation or modification of any such practice, shall not be considered as creating an obligation to continue that or any other practice.

Article 28. Savings Clause

In the event that any federal or state legislation, governmental regulations, or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) calendar days, the Company and the Union shall meet to negotiate new contract language to replace the particular clauses(s) which was invalidated by such action. During this process, the No Strike-No Lockout provision shall remain in full force and effect.

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 exercise 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 expressly addressed in the Agreement.


Article 29. Duration

Upon ratification, this Agreement will be in full force and effect June 8, 2023, to and including June 7, 2026 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) calendar days prior to the date of expiration.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**
Aeronautical District Lodge 776 • Local Lodge 2771

KAY AND ASSOCIATES, INC.

 6-7-23
Bud Dulworth
Business Representative

 6/7/2023
Bradley J. Kay
Executive Vice President

 6/7/23
Eric Kay
Director of Business Development

 6/7/2023
Christopher Bush
Site Supervisor

Appendix A

Drug and Alcohol Free Workplace

Section A-1. The Company shall have the right to implement and, from time to time, modify its Drug and Alcohol Free Workplace policy which is set forth below in this appendix and the Union waives any right to bargain over the decision to make changes or the effect of the changes on the bargaining unit.

Section A-2. The possession or use of illegal drugs or alcohol or unauthorized controlled substances on Company property or working under the influence of illegal drugs or alcohol, shall constitute cause for the immediate termination of that employee's employment.

Section A-3. The Company shall have the right to establish and administer a fair, non-discriminatory, random drug, alcohol, or unauthorized controlled substances testing procedure.

Section A-4. The Company shall also have the right to require any employee who it, in good faith, believes might be operating under the influence of illegal drugs, alcohol, or unauthorized controlled substances. The Company may also require any participant to a work place injury or accident to submit to substance abuse testing.

Section A-5. Any employee who self identifies to the Site Supervisor, or the Site Supervisor's designee, as suffering from illegal drug, alcohol, or unauthorized controlled substance dependence will be provided reasonable assistance by the Company through applicable provisions of the Company's medical plan.

Section A-6. Any employee who tests positive or is convicted of violating any federal or state criminal drug statute must notify the Corporate Facility Security Officer within five (5) work days of such conviction. For the purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, dispensation, possession, or use of alcohol, drugs or other controlled substances.

Section A-7. Any disputes involving the application of the Company's Drug and Alcohol Free Workplace rules shall be resolved through the grievance and arbitration procedures of this Agreement.

Appendix B

Safety

Section B-1. All employees of the Company must have a complete understanding of the Company's Safety Plan for the Site (the "Safety Plan"), which is set out below in this appendix. The Company may modify this plan from time to time and the Union waives any right to bargain over the decision to make changes or the effect of the changes on the bargaining unit. All employees of the Company shall adhere to and comply with the Safety Plan.

Section B-2. Any employee becoming aware of an unsafe working condition or an accident will immediately report the condition or accident to the employee's immediate supervisor and also will record and submit a written report of the unsafe working condition or accident to the employee's immediate

supervisor within the same workday. If it is impossible to submit the written report within the same workday, the written report will be submitted by the employee within twenty-four (24) hours of the initial verbal report. If the employee needs assistance with writing the report, the Site Safety Supervisor shall assist the employee. Failure to report an unsafe working condition or an accident will result in discipline, up to and including termination.

Section B-3. An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition or accident may be subject to coaching, counseling or disciplinary action, up to and including discharge. Any employee who willfully or intentionally engages in such misconduct may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause. The question of whether an employee willfully or intentionally engaged in such misconduct shall be subject to grievance and arbitration under Article XIV of this Agreement.

Section B-4. The Safety Plan and associated rules, regulations, and policies will be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company may amend the Safety Plan and associated rules, regulations, and policies from time to time so they will be maintained current with the applicable laws, rules, and regulations.

Section B-5. An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day if the employee's injury is serious enough to preclude his return to work that day. Where necessary, the Company will furnish transportation as soon as possible for an injured employee to receive medical treatment.

Section B-6. Employees must possess and wear, at all times while at work, appropriate protective footwear and eyewear.

Appendix C

WORK RULES

Except when a specific exception is noted, these rules as written apply to all conduct during your working hours whether or not you are on the work premises, and at all times when you are on the work premises. Work premises include the government facilities provided to the Company and any government facilities at which you work when on temporary duty assignment.

Discipline, ranging from a verbal warning, written warning, suspension, or immediate discharge, will be administered depending on the circumstances of each case. The concept of progressive discipline, which permits the Company to start the disciplinary process at the appropriate step, will be practiced.

1. Unsatisfactory job performance.
2. Insubordination, refusal, or failure to obey instructions from a manager, supervisor, or lead unless the employee expresses a safety concern related to the instruction, the employee may delay performing until the supervisor or manager has inspected the situation and determined it is safe.
3. Failure to follow required maintenance/work instructions or in any way or manner varying the instructions without proper prior approval of the customer.
4. Failure to obtain and maintain satisfactory productivity and quality of work.
5. Failure to complete job assignments and/or meet the performance standards of the job.
6. Intentionally loafing on the job including but without limitation to leaving your work area for an extended period of time or failure to perform assigned duties in a timely manner.
7. Distracting others in their work or in any manner disrupting the work of others.
8. Violation of safety rules and procedures.
9. Negligent or deliberate behavior that risks harm to yourself or others.
10. Engaging in an unsafe work practice.
11. Failing to follow established safety procedures.

12. Failing to use required or provided safety equipment or protective clothing.
13. Committing an unsafe act.
14. Failing to notify a supervisor of an unsafe condition.
15. Failure to properly and immediately report an injury or accident.
16. Failure to follow the Employee Dress Code, Personal Protective Equipment, and Hand Tools Policy.
17. Fraud, falsification, or destruction of personnel records, employment applications, time cards or records, or any other Company or Government records or documents.
18. Knowingly making a material omission in any Company or Government document.
19. Intentional or grossly negligent misconduct resulting in damage to property of the Company, the Government, another employee, a customer or third party.
20. Abuse, misuse, defacing, or deliberately damaging the property or products of others.
21. Dishonesty in connection with your employment.
22. Unprofessional behavior.
23. Fighting or attempting bodily injury of another person.
24. Threatening or intimidating another person.
25. Disruptive behavior that affects your coworkers, KAI's customers, or the Company.
26. Disorderly conduct on Company or Government property.
27. Making malicious, false and harmful statements about others.
28. Use of language that is vulgar, obscene, profane, or patently offensive with customers.
29. Contributing to unsanitary conditions.

30. Gambling on Company or the customer's premises.
31. Trespassing in unauthorized areas.
32. Using a cell phone or other electronic devices for non-work related business on worktime.
33. Drinking, using, possessing, or selling of alcoholic beverages, illegal drugs, or controlled substances while on duty or in Company or Government authorized work areas (including without limitation aircraft, ships and vehicles) at any time.
34. Working or reporting to work under the influence of alcoholic beverages, illegal drugs, controlled substances or reporting for work with the odor of alcohol on the breath; or any other violation of the Company's Drug Testing Policy and Program.
35. Smoking (including use of e-cigarettes and smokeless tobacco) in restricted areas or where "no smoking" signs are posted.
36. Failure to report on three (3) consecutive working days or at the end of a leave of absence without prior authorization from an authorized Company representative.
37. Excessive and/or unexcused absenteeism, tardiness, or leaving work before quitting time without permission, including taking leave in excess of what has been earned without the prior permission of the Site Supervisor.
38. Leaving the premises or your work area during working hours and/or visiting or loitering in another area without your supervisor's permission.
39. Failure to properly notify the Company if you will be absent or late, unless an emergency renders the employee incapable of communicating with the Company, in which case the employee must notify the Company as soon as possible.
40. Failure to return to your assigned work area on time after meal and break periods.
41. Working unauthorized overtime.
42. Failure to record your work times upon starting or ending work periods, or otherwise complying with the requirement to timely record time worked.
43. Outside employment or activities that interfere with regular working hours or productivity.

44. Theft or unauthorized removal of property from a Company/Government authorized work area or unauthorized possession of Company, employee, Government or a third party's property.
45. Transportation, display, use or possession of firearms, other weapons, explosives or any other dangerous devices within Company or Government work premises without prior approval from your supervisor.
46. Failure to fulfill financial obligations associated with debt including (a) a debt incurred at military facilities for services and goods provided on the basis of Employee's status as a Company employee/representative, or (b) that result in a cost to the Company to administer.
47. Commission of a felony.
48. Commission of any violation of law or government regulation (other than a minor traffic violation) which adversely affects your work or work relationships or the Company's business or reputation.
49. Violation of the government rules, policies, or regulations applicable to the employee.
50. Denial of entry onto the installation or permission to work by the Government for any reason.
51. A breach of security, violation of authorized security clearance, or failure to maintain personal security clearance required for employment.
52. Unauthorized use or misuse of Company, Government, a customer's or other third party's computers, property or equipment.
53. Violation of the Company's Nondiscrimination/Anti-Harassment Policy.
54. Violation of the Company's Equal Employment Opportunity and Affirmative Action Policy.
55. Violation of the Company's Code of Ethical Conduct.
56. The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. KAI's policy regarding this matter is consistent with the U.S. Government in that contractors and contractor employees shall not: (i) engage in any form of trafficking in persons; (ii) procure commercial sex acts during the period of performance of the contract; or (iii) use forced labor in the performance

of the contract.

57. Solicitation or distribution of any kind of literature for any purpose by an employee of another employee is prohibited during working times. Distribution of any kind of literature for any purpose is prohibited in working areas at all times. Persons who are not employees of the Company may not be brought onsite by the employee to solicit or distribute any kind of literature for any purpose on the Company's premise.