



**HURLBURT FIELD, FORT WALTON BEACH, FLORIDA  
COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BERING GLOBAL SOLUTIONS, LLC**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS &  
AEROSPACE WORKERS  
AFL-CIO**

**DISTRICT LODGE 75  
LOCAL LODGE 20**

**EFFECTIVE DATES: January 10, 2023 - January 9, 2026**

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## **PREAMBLE**

This Agreement is made and entered into this 11th day of January 2023 by and between, Bering Global Solutions, LLC hereafter referred to as the "Company" and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 75, and its Local Lodge No. 20, hereinafter referred to as the "Union", jointly "the Parties".

## **ARTICLE 1 – INTENT AND PURPOSE**

- 1.01 Each of the Parties has complied with any obligations to bargain and has fully explored all subjects and matters material to the relationship between the Parties. In negotiating and agreeing to this contract, all matters not specifically set out herein are expressly eliminated as a subject for bargaining, and, during the life of this Agreement, may not be raised for further bargaining, unless the Parties mutually agree otherwise.
- 1.02 This Agreement can only be modified by a document in writing signed on behalf of both Parties hereto by their duly authorized representatives. Any such document will only pertain to clarifying the interpretation and understanding of specific agreements of this CBA. Duly authorized representatives are defined as the Business Representative and the Company's Representative.
- 1.03 It shall be the duty of the Parties and its representatives to comply with and abide by all the provisions of this Agreement. The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.
- 1.04 The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Company from fully meeting its obligations and responsibilities as a contractor. The Union recognizes that the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet and comply with such rules and regulations.
- 1.05 Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, law, government regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such provision or provisions of this Agreement shall not invalidate the remain portions thereof and the said remaining portions shall remain in full force and effect. In the event of such invalidation, the Parties shall meet at a mutually agreeable time within thirty (30) calendar days to negotiate substitute provision(s) for such provision(s) rendered or declared invalid. Such negotiations shall be restricted and limited to determining substitute provision(s) for the same subject.
- 1.06 Further it is the mutual intent of the Parties to promote to the fullest the efficiency of the operation and production of the employees; that operations must be uninterrupted

and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions.

- 1.07 It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances, and to provide that there shall be no interruption or impediment to operations during the term of this Agreement.
- 1.08 It is further agreed that copies of current Job Descriptions and qualifications, for all job classifications contained in Appendix A, will be furnished by the Company to the Union within 90 days of signing of this Agreement. This may be extended by mutual agreement of the Parties. In the event a new or modified Job Classification is required, the Company will furnish the Union with a copy of the new or modified Job Description and wage rate. If requested by the Union, the Parties will meet to discuss the Job Description and wage rate for the new/revised job classification. If agreement is not reached, the Job Description and wage rate shall be as determined by the Company.
- 1.09 The wage rate for such new or revised job classification shall be established by the Company. If the Union does not agree with the wage rate established, or the wording of the new or revised job description it may appeal this through the grievance and arbitration procedures. The arbitrator shall have the authority to adjust the wage rate or the wording of the new or revised job description.

## **ARTICLE 2 – RIGHTS OF MANAGEMENT**

- 2.01 Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select, hire and direct the working force; to establish and determine qualifications; to maintain the efficiency of the operation; determine training requirements; establish, eliminate, change, or combine work schedules; determine workforce strength and work assignments; and restructure as required; which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause; and otherwise to take such measure as management may determine to be necessary to the orderly, efficient or economical operation of the business and to fully satisfy contractual obligations associated with the mission at Hurlburt Field. "Practices" are those practices that are relevant to the application of the Agreement and must be clearly identifiable, repeated over a sustained time period and affect a group rather than an individual.

- 2.02 The Company's failure to exercise any right, prerogative, or functions hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not constitute a waiver of the Company's right to exercise such right, prerogative, or function provided that the exercise of such rights shall not violate any provision of this Agreement.
- 2.03 It is understood and agreed that any of the powers and authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified delegated or granted by this Agreement.

### **ARTICLE 3 – UNION RECOGNITION**

- 3.01 The Company recognizes the Union certified by the National Labor Relations Board on June 14, 2016 (Case No. 15-RC-176268) as the exclusive representative of all employees stipulated in the National Labor Relations Board Certification of Representation. The Company recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all employees of the Company within the bargaining unit as hereinafter defined, with respect to wages, hours, job descriptions, and all other terms or conditions of employment for the bargaining unit comprised of all full-time employees in the following classifications:
- General Clerk III
  - Supply Technician
  - Lead Material Coordinator
  - Quality Assurance
  - Hazmat Technician
  - Material Expediter
  - Medium Truck Driver
- 3.02 The word "employee" or "employees", as used in this Agreement, means all employees of the Company employed at Hurlburt Field site, Fort Walton Beach, Florida, in classifications listed in Appendix A of this Agreement.

### **ARTICLE 4 – UNION / AGENCY SHOP AND DUES CHECKOFF**

- 4.01 All employees covered by this agreement shall, as a condition of continued employment with the Company and unless prohibited by law, become and remain members in good standing in the Union or pay applicable agency service fees to the Union, but not both, within thirty (30) days following the end of their ninety 90-day probationary period. An employee shall not be subject to this Article until completion of the probationary period, at which time an employee shall become subject to all provisions of this Article.

- 4.02 The Union will provide the Company with the following information concerning Union Dues or Agency Service fees:
- (a) Current dues/fees rate to be charged to the Employees;
  - (b) When Union dues/fees rates are increased or decreased the Union shall notify the Company 60-days in advance of the date that the new dues/fees will become effective.
- 4.03 During the duration of this Agreement, the Company, as permitted by State and Federal law, shall deduct out of the current net earnings payable to an Employee covered by this Agreement, applicable Union/Agency Fees, initiation fees and reinstatement fees, upon receipt of a deduction authorization, executed and delivered to the Project Manager's office by the Employee, on a form provided by the Union, and shall continue deductions until authorization is revoked by the Employee. Failure to authorize Dues or applicable service fee deductions does not relieve Employees from the Agency Shop obligation.
- 4.04 Deductions from money due the Employee shall be made from the net earnings due the Employee payable on the regular payday for the first full pay period in each month, provided the Company has received such authorization from the Employee by the fifteenth (15th) day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.
- 4.05 Deductions shall be remitted to the IAM General Secretary-Treasurer not later than ten (10) days following the regular payday for the first full pay period in each month providing the Employee has submitted the approved authorization form by the 15th calendar day of the previous month. The Company shall furnish to the IAM General Secretary-Treasurer, a list showing those members for whom deductions have been made and the amount thereof.
- 4.06 Any Employee within the bargaining unit who is required to contribute to the Union and who is transferred or promoted out of the bargaining unit or laid off, shall not be subject to any provisions of this Article during the time the Employee remains outside the bargaining unit or on layoff. Employees placed on short or long-term disability are responsible for notifying the IAM Local 20 Secretary-Treasurer immediately. Dues or agency fees may be reduced during a time out on disability.
- 4.07 Notification that an employee has failed to comply with any provision of this Article 4 shall be provided by the Union, in writing, via certified mail, return receipt requested. The Union shall provide the employee with a copy of said notice. The Company will within fourteen (14) calendar days after receipt of notice from the Union and unless prohibited by federal or state law, terminate any employee(s) who is not in good standing in the Union or Employee(s) who do not pay applicable Agency Service Fees as required by this Article. Termination procedures under this paragraph (7) shall not be deemed as a disciplinary action.

- 4.08 Employees may handle the matter of payment of Union initiation fees/dues directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees/dues, the Union will make refunds directly to such employees.
- 4.09 Any dispute arising out of the interpretation or application of this Article, when reduced to writing as a grievance, shall be subject to the Grievance Procedures by initially referring the grievance to Step 3.
- 4.10 The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with all provisions of this Article 4.

## **ARTICLE 5 – STEWARDS**

- 5.01 The Company agrees to recognize the Chief Steward and Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards shall be of a quantity so as to ensure that all Employees in the bargaining unit have ready access to a Steward. Thus, it is agreed that, unless the Parties mutually agree otherwise, there shall be no more than two (2) Stewards -- one (1) Chief Steward and one (1) Steward.
- 5.02 For the purposes outlined above, the Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards.
- 5.03 Subject to other provisions of this Article, reasonable and necessary time, during work hours, shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the employees in the unit.
- 5.04 Recognizing the mutual benefit of resolving problems at the lowest level, employees who have a complaint or grievance may discuss the matter with their Steward. The necessary time away from the Stewards official work assignment shall be scheduled as far in advance as practical to minimize interruption of workflow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a bargaining unit employee and/or management official, the Steward shall request permission from their supervisor to leave their work location. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time for the Steward to contact the employees.

- 5.05 The scope of Steward and/or Chief Steward on Company time shall be limited to the following activities:
- (a) To consult with an employee regarding a question concerning this Agreement, complaint, or grievance for which the employee desires a Steward to be present.
  - (b) To investigate an alleged grievance or grievance of the record before presentation to the appropriate level noted in the Grievance Procedures of this Agreement.
  - (c) To present an alleged grievance or one of record to an employee's supervisor/manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - (d) To meet with the appropriate level of the Company to process a grievance under the Grievance Procedure; but does not include time spent preparing for or participating in any arbitration hearing.
- 5.06 When an employee is subject to discipline or interrogation that may lead to discipline, as determined by the employee, the employee may request the presence of the Steward or Chief Steward. The Company will honor such requests.
- 5.07 The Stewards shall be empowered to adjust employee grievances occurring under his/her jurisdiction as deemed appropriate to meet the requirements of the Grievance Procedure, so long as the direct intent of the grievance is met.
- 5.08 Stewards shall be employees of the Company and shall be selected from among the bargaining unit they represent.

## **ARTICLE 6 – NO STRIKE AND LOCKOUTS**

- 6.01 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies that have need of and make use of the capabilities of the Company. Therefore, the Parties agree that during the term of this Agreement, there shall be no strikes or lockouts.
- (a) The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as a means for the settlement of disputes that may arise between the Parties. However, nothing in this article or any article of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no-strike – no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company



- (b) The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
  - (c) In the event of a violation of this Article, the Union agrees that it shall use its best effort to immediately end such prohibited conduct, utilizing every possible means, including but not limited to:
    - i. Immediately notifying employees through personal contact or meeting that they comply with the Agreement and cease any prohibited conduct.
    - ii. Immediately notifying those violating this Agreement to promptly return to work and/or otherwise fully comply with the terms of this Agreement.
- 6.02 Any employee found guilty of violating this Article is subject to disciplinary action, including discharge. Employees will have the right to the grievance procedure.

## **ARTICLE 7 – GOVERNMENT SECURITY AND RESPONSIBILITY**

- 7.01 The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government. The Union agrees that nothing contained in this Agreement shall place the Company in violation of security requirements with the Government.
- 7.02 It is understood by and between the Parties hereto that, as a necessary condition of employment, employees shall be subject to investigation for security clearances, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work. Failure to apply, maintain or gain a security clearance and/or the denial or permanent loss of required clearances and unescorted entry authorization by such governmental agency may be cause for release from the Company, due to inability to meet job requirements.
- 7.03 It is understood that there shall be no liability on the part of the Company, or the Union, for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government and or non-receipt of a required clearance.
- 7.04 The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by the Federal Government provided, such reinstatement occurs within one year from the original date of denial. An employee may submit a written request to extend such one-year time limit and the merits of such request shall be decided by the Company. The one-year time limit shall only be extended by mutual agreement between the Parties. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title, provided there is an open position.

## **ARTICLE 8 – SENIORITY**

- 8.01 Seniority shall be defined as the relative ranking of bargaining unit Employees. Seniority is further defined as the length of continuous-service with the Company and any past, present and future contractors to the existing CBA at Hurlburt Field, Florida. The original date of hire shall be used to compute this listing. The last four digits of the individuals' Social Security Numbers will determine similar dates of hire, with the lowest number having the most seniority. Seniority will be used when offering additional training to employees in the respective job classifications.
- 8.02 Principle of seniority: The principle of seniority shall be used to establish the first right of opportunity / refusal to be granted to the most qualified senior employee. Except as otherwise provided in this Agreement, the principle of seniority shall be applied to promotions within the bargaining unit, the filing of long and short-term vacancies; transfers, reductions and recall within each job classification, as well as, choice of vacation periods during the yearly initial scheduling of vacation. Seniority shall be applied to the reductions and recall provisions of this Agreement by job classification.
- 8.03 Probationary Period: All employees shall be considered probationary employees for the first ninety (90) days of active employment. Upon completion of this probationary period the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination during this probationary period are not subject to the Grievance and Arbitration Articles of the CBA. This provision only applies to actual new hires to positions covered under the CBA. It does not apply in situations where current active employees and hired from other contractors or sub-contractors performing work covered under this CBA whose employment is or has been continuous.
- 8.04 Seniority List: The Company shall prepare and maintain, subject to examination and correction by Union representatives, a Seniority List consistent with Article 25 of this Agreement (Information to Union). The Chief Steward shall be provided with a copy of the seniority lists and shall be notified of all changes. Each Employee shall have the right to timely protest any error in his seniority status.
- 8.05 Seniority Termination: Seniority of employees will be terminated under the following conditions:
- (a) Discharged for just cause.
  - (b) Resignation.
  - (c) Failing to respond to recall within the time frame established by Article 17 (Reduction & Restoration of Forces) of this Agreement.

- (d) Failing to be recalled from layoff within twelve (12) months after such lay-off. A one-time six (6) month extension may be granted provided that a written request is received by the Company within thirty (30) days prior to the expiration of the 12-month period. The Company shall consider each request on a case-by-case basis and shall issue a decision within 15 days of receipt of the request.
- (e) Failing to report to work upon expiration of an approved leave of absence.
- (f) Failing to comply with the provisions of Article 4, paragraph 4.07 of the Union/Agency Shop.

## **ARTICLE 9 – NON-BARGAINING UNIT PERSONNEL**

- 9.01 Management/Supervisory personnel and/or highly specialized personnel, including manufacturers' technical representatives and instructors/trainers may perform work of employees covered by the Agreement under the following conditions:
- (a) Under emergency conditions, as defined to mean any unforeseen combination of circumstances that requires immediate action.
  - (b) When required to maintain their personal qualifications and proficiency or when required for certification.
  - (c) For the purposes of instructing and training employees or when bargaining unit employees lack the technical ability to perform the work required.
  - (d) To cover absences and temporary vacancies if no other bargaining unit employee is available.
  - (e) During Government directed exercises and contingencies.
- 9.02 Nothing in this Article is intended to avoid paying overtime, or to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

## **ARTICLE 10 – HOURS OF WORK / SHIFT ASSIGNMENTS**

- 10.01 The standard workday will consist of twenty-four (24) consecutive hours beginning at 12:01 AM and ending 12:00 Midnight. The Union and the Company mutually agree that in order to fully meet the company's contractual obligations with the Government, the Company may from time to time be required to temporarily alter the hours. The Company will provide a minimum of 48-hours notification to employees prior to the change in shift schedule except for circumstances beyond the Company's control, such as emergencies, short-notice flying schedule changes, Government directed activities that require shift changes, etc. The standard lunch period is one hour however, this may vary between employees depending on their work assignments or task coverage and approved by the immediate Supervisor.
- 10.02 The standard workweek consists of seven (7) consecutive days beginning 12:01 AM Monday to 12:00 midnight Sunday.

- 10.03 The Company will provide two (2) fifteen (15) minute rest periods per eight (8) hour shift. Scheduling of rest periods will be as workload permits. Employees required to work beyond the end of their shift shall be entitled to a rest period at the beginning of the extra hours. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a ten (10) minute break period prior to the start of the overtime period and an additional ten (10) minute break period each additional two (2) hours
- 10.04 Employees have the option to have at least a ten (10) hour rest period if their normal scheduled shift is within eight (8) hours of the finish of their last shift, except during Government directed contingencies and exercises.
- 10.05 No employee will be scheduled to work beyond a 12-hour shift, except under severe or emergency conditions.
- 10.06 Full time employees will be designated as employees with a schedule of working a minimum of thirty-two (32) hours per week for full-time employees.

## **ARTICLE 11 – OVERTIME**

- 11.01 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.
- 11.02 The Company reserves the right to require employees covered hereby to perform overtime work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as possible.
- 11.03 Overtime shall be paid for hours worked in excess of forty (40) hours in a workweek and recorded to the nearest one-tenth (1/10) of one hour. Overtime shall be at one and one-half (1-1/2) times the base hourly rate of pay.
- 11.04 No overtime shall be worked except by direction of the proper supervisory personnel of the Company.
- 11.05 Employees working on one of the designated holidays specified in Article 13 (Holidays) of this Agreement shall be paid at two (2) times their base pay.
- 11.06 Overtime is authorized by the Company in a manner that management deems appropriate. Seniority should be used in setting up a rotational schedule to provide overtime as evenly as possible for all employees in a work center. However, it is understood that there will be times, when management will use their own discretion to select an individual who possesses the necessary skills to meet mission requirements and priority will be given to those on duty. Under these circumstances the Company will not be required to balance overtime.

## **ARTICLE 12 – WAGE RULES**

- 12.01 The Company will pay the scale of wages included in Appendix “A” made a part hereof.
- 12.02 For the purpose of this Agreement, an employee’s straight time hourly rate is defined as the employee’s base rate as listed in Appendix “A”, plus any differentials or premiums agreed to as a part of this Agreement.
- 12.03 All economic amendments under this Agreement, including but not limited to matters such as increases to Differentials, shall become effective March 1 of each year.
- 12.04 Employees promoted or temporarily assigned to another job classification shall receive the rate of that job classification or continue at their present rate, whichever is greater. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment. Pay increases relative to such temporary assignments or promotions shall become effective at the time the employee assumes the new assignment.
- 12.05 Employees covered hereby shall be paid bi-weekly on the 1st Friday following the two-week pay period.
- 12.06 Employees called back to work will receive a minimum of four (4) hours of straight time pay when called back to work.
- 12.07 When Hurlburt Field is placed in “HURCON 2” warning status or as directed by official military authority, non-essential employees will be released. Employees released will be paid at their regular base rate for regular workdays until the “All Clear” is issued by Hurlburt Field and they are notified to return to work by the Company.
- 12.08 On any shift where the majority of the working hours fall between 3:00 p.m. (1500) and 11:00 p.m. (2300) (Swing Shift), a shift differential as listed in Appendix A shall be added to the regular straight-time hourly rates for their entire scheduled shift, only for those Employees who are required to perform swing shift work.

## **ARTICLE 13 – HOLIDAYS**

- 13.01 The following eleven (11) days, including any additional holidays approved by the Contracting Officer, are designated as holidays:

New Year’s Day	President’s Day
Martin Luther King Jr.’s Birthday	Memorial Day
Juneteenth	Labor Day
Independence Day	Veteran’s Day
Columbus Day	Christmas Day
Thanksgiving Day	

- 13.02 In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President, or any military authority and approved by the Contracting Officer.
- 13.03 Full pay for eight (8) hours at the base rate for all hours paid shall be paid to each employee for each of these holidays regardless of the day of week upon which the holiday falls or for any day which holiday pay is due under this Article. Only employees who work the day before or after or are on approved leave status will be eligible for holiday pay.
- 13.04 The Company reserves the right to require employees to work on a holiday.
- 13.05 Should one of the holidays authorized above fall on a regularly scheduled day off, employees will be authorized an alternate day off with pay at their base rate, to be taken at a time mutually convenient to the employee and the Company within fourteen (14) days before or after the holiday.
- 13.06 Should any holiday authorized above occur on a Saturday, the preceding Friday will be considered the holiday. Should any holiday authorized above occur on a Sunday, the Monday following will be considered the holiday.
- 13.07 During periods of official base closure/down day and solely at Company discretion, employees may continue to receive their regular base pay, provided that such payment for their normal workweek has been approved by the Contracting Officer. If work is not required, employees may be offered Personal Time Off or leave without pay.

## **ARTICLE 14 – PAID TIME OFF (PTO)**

- 14.01 An employee, who has completed the probationary period of this Agreement, shall be eligible for paid time off based on the employee's continuous length of service, measured from the employee's original date of hire under the government contract.
- 14.02 "Continuous length of service with the Company", for purposes of this Article, is defined as service that is uninterrupted by the termination of employment with any Company that is past, present or future contractors to this Agreement.
- 14.03 Paid Time Off (PTO) will be a bank of paid leave, which replaces an employee's vacation and sick pay entitlements.
- 14.04 The amount of PTO to which an employee shall be entitled during any year shall be determined by the employee's number of years of continuous service with the Company, measured from the employee's hiring date to the employee's anniversary date of hire for the current year, as follows:

<b>Months Worked</b>	<b>Hours</b>
0 - 60 Months	<b>140</b>
61 - 120 Months	<b>180</b>
121 - 160 Months	<b>220</b>
161+ Months	<b>260</b>

- 14.05 The amount of PTO leave shall be deemed earned when accrued, and it will be accrued each pay period.
- 14.06 PTO requests in excess of an employee's regular workday of eight (8) hours, will be scheduled, during the month of November each year. Preference will be afforded to employees with greater seniority. Employees may file a request with the Program Manager to change or delete a previously scheduled PTO strictly on a first come/first serve basis, without regard to seniority. Employees may also submit requests for PTO in excess of their regular workday of eight (8) hours throughout the year to the Program Manager at least fourteen (14) workdays before the commencement of a PTO period strictly on a first come/first serve basis without regard to seniority. Requests for PTO must be approved by the Program Manager before any PTO is taken. PTO in increments of eight (8) hours or less shall be submitted to and approved by the Program Manager at least five (5) workdays in advance strictly on a first come/first serve basis without regard to seniority. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted their requests. PTO will be taken in increments of one (1) hour or more. Any PTO request that is scheduled to commence more than five (5) days from the date of request must be answered by Program Manager within two (2) workdays
- 14.07 Unscheduled PTO not covered by Article 14.06 may be approved by and within the discretion of the Program Manager, upon request made by the employee. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted the PTO requested under this Article.
- (a) Employees may use PTO for personal or immediate family illness and for all absences covered under EO13706. Employees shall notify their immediate supervisor prior to the start of their first scheduled shift unless the illness is so severe as to prevent notification, in which case the employee will notify the immediate supervisor as soon as possible. In the event that the employee is off due to illness for three (3) or more consecutive days, the company reserves the right to request a doctor's certificate verifying the illness and determining the employee's ability to return to work with or without duty restrictions.
  - (b) Employees must use all accrued PTO before taking unpaid time off including unpaid FMLA. FMLA will run concurrently with PTO.
  - (c) An employee's accrued PTO balance shall not exceed one hundred twenty-five percent (125%) of the employee's annual entitlement. An employee's eligibility to accrue PTO shall be suspended whenever the employee's PTO reaches the limit. The employee's PTO accrual will be reinstated when the balance falls below the PTO limit.

- (d) An employee will be paid for PTO hours accrued but not used at the time of termination of employment, regardless of the nature of the termination, at the employee's straight-time rate of pay at the time of the employee's termination.
  - (e) Employees must use all accrued PTO before being placed on unpaid FMLA.
  - (f) The Company will not maintain a bank or account of donated and/or transferred PTO, but voluntary donations and transfers of accrued PTO will be allowed on a case-by-case basis between union employees who have exhausted their own PTO balances and when needed for medical emergency situations. Donations and transfers of PTO will be on an hourly basis, that is, donations will be made in equivalent recipient whole hour increments, not dollar equivalents; and transfers to recipient employees will likewise be made in equivalent recipient whole hour increments, not dollar equivalent. The minimum donation and transfer of PTO will be in increments of eight (8) hours. All donations must be approved by the Program Manager.
- 14.08 An employee, whose designated job classification is listed in Appendix "A" of this Agreement, shall be compensated for personal time off at the straight-time rate of pay for the employee's designated job classification at the time the personal time off is taken.
- (a) Paid days of personal time off will not be considered as time worked for computing overtime.

## **ARTICLE 15 – LEAVES OF ABSENCE**

- 15.01 Unpaid leaves of absence for sufficient cause may be granted by the Company upon application from employees who have completed their probationary period. Requests for leave of absence must be made in writing on a form provided by the Company and must be approved by the Project Manager.
- 15.02 Seniority shall continue to accumulate during the approved leave of absence not to exceed twelve (12) months except by mutual consent. 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.
- 15.03 Subject to the conditions stipulated in this Article, unpaid leaves of absence may be granted for the reasons stated in the following paragraphs:



- (a) An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the release of a licensed physician provided he/she is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform his/her assigned duties safely; the Company may have the employee examined by another physician, prior to his/her return to work. If the physician selected by the Company and the employee's physician disagree, then the employee will be examined by a third mutually acceptable physician and his/her decision will decide the employee's capability. Any such additional examination costs shall be incurred by the Company.
  - (b) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work once every two (2) weeks, except in those cases where the employee's physician has provided an expected date of return, or when application and approval of the absence falls under the Family Medical Leave Act (FMLA).
  - (c) Leaves of absence without pay for Union business will be granted to representatives of the Union who are employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions, and Union educational courses, not to exceed ten (10) workdays provided advanced notice is given to the Company. However, not more than two (2) employees may be on such leave at any one time. It is understood and agreed that once every four (4) years, one (1) person will be granted leave of absence for up to three (3) weeks for the purpose of attending the Union's international conventions. Exceptions may be made by mutual agreement.
- 15.04 When leaves of absence are granted, employees, upon return to active employment, will be returned to their job if their seniority will permit. If such job does not exist, or their seniority will not hold, they will exercise their bumping rights.
- 15.05 Employees responding to a subpoena as a Company witness are considered to be on paid time.
- 15.06 Any member of the Union shall, on written request by the Union, be granted an unpaid leave of absence to serve in Union office for the term of such office. Employees on such leave shall accrue seniority. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if request is made 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. The returning Union member must report for active duty within thirty (30) days of the expiration date of such leaves in order to retain such rights, unless extended by mutual agreement by the Parties.

## **ARTICLE 16 – PROMOTIONS, VACANCIES, TRANSFERS**

- 16.01 Bargaining unit vacancies and positions will be filled by a volunteer(s) who is the most senior, qualified employee(s) bidding for the position, provided there are no qualified employee(s) in layoff status who were laid off from a position equal to or above the position being filled and who is willing to return to the position being filled. Only after the position has been turned down in the above manner shall the position be made available to volunteers from within the Company seniority list wishing to bid for such position.
- 16.02 All job openings shall be posted on designated Company bulletin boards and the posting period shall be for five (5) days. The notification shall include job classification, duties & qualifications from the job description. The notification shall also include the rate of pay, shift, and scheduled location of the job. The notice shall be posted prior to Noon on the first day of the posting. Having posted such vacancy in accordance with the above, there shall be no requirement for the Company to again post such vacancy for a period of thirty (30) calendar days from the date of the award of the position.
- 16.03 Any bargaining unit employee may bid for the vacancy. Employee(s) shall submit their bid in writing, to the Project Manager's office, which shall affix thereto a date and time stamp to validate timely filling. Bids received after the closing date and time will not be considered. The employee may provide a copy to the Chief Steward.
- 16.04 The Company may temporarily transfer employees to other assignments on the contract as the workload dictates for up to sixty (60) workdays. This time frame may be extended by mutual agreement of the Parties. This provision is not to be used to avoid the declaring of a vacancy in the classification being filled by the temporary transfer. Employees shall not suffer a reduction in wages when working in a classification with the lower wage rate but shall be paid the higher wage rate for all hours worked in the higher classification.
- 16.05 The Company shall furnish a copy of the job postings under this Article, at the time of posting, to the Chief Steward.
- 16.06 The Company shall notify the Union of its intention to create a new job that is not now covered under this Agreement or to revise an existing classification. Said notice shall be given to the Union at least 30 days prior to the implementation of such new job or revision of an existing classification, except in cases of government necessity. The wage rate for such new or revised job classification shall be established by mutual agreement and if the parties are unable to reach mutual agreement, the guidelines established in Article 1.08 shall be followed.
- 16.07 The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Vacancies expected to be of not more than thirty (30) workdays need not be posted.

- 16.08 When an employee is awarded a posted job and fails to satisfactorily perform the duties of the position within sixty (60) calendar days after assuming the position, the employee will be returned to the classification last held prior to award of such promotion provided the classification has not been abolished. If the job has been abolished, the employee may exercise bumping rights. Employees so returned shall not be eligible to bid again for the job from which they returned for a period of six (6) months.
- 16.09 Nothing in this Agreement shall be construed to prevent employees from performing work that is below their classification when required to do so by the Company. Such employees shall not suffer a reduction in pay. Anything over a total of thirty (30) days will require a mutual agreement.
- 16.10 After the close of the posting period, the Company shall determine which of the bidders are most qualified to perform in the posted position. The Company shall consider factors such as skill, experience, dependability, efficiency, and qualifications to perform the work involved. If such factors are relatively equal, the most senior qualified bidder will be selected.
- 16.11 The successful bidder shall be assigned to his/her new job within ten (10) working days after the job has been awarded.
- 16.12 If the Company determines that no internal bidders are qualified, the Company has the right to fill job openings by transfers, new hires or rehires. If the job vacancy is not filled within sixty (60) days after the posting is closed, the vacancy will be re-posted.
- 16.13 For the purpose of applying seniority to this article, preference is given to employees with greater seniority.

## **ARTICLE 17 – REDUCTION AND RESTORATION OF FORCES**

- 17.01 In the event of layoffs, the Company shall designate and inform the Union by job classification and the number of positions to be reduced. Probationary employees in the job classification affected shall be laid-off first. If further layoffs are necessary, such layoffs shall be made on the basis of seniority as follows:
- (a) Employees within each job classification having the least seniority shall be laid off first. Affected employees will bump least senior employees, provided they possess the experience and qualifications to perform the job of the least senior employee. Experience should be proven through prior employment appraisal reports/ training records, or by previously holding the less senior employee's job with the Company or their predecessors. In no event can an employee bump a higher paid classification employee. Bumping rights must be exercised within ninety-six (96) hours after an employee is notified in writing that he/she is to be laid-off. Employees bumping to a new classification will assume the hourly rate of the new classification.

- (b) When an employee bumps into another classification and fails to satisfactorily perform the duties of the position with sixty (60) calendar days the employee will be returned to the position last held prior to the exercise of bumping rights provided the position has not been filled successfully by a senior employee or eliminated.
- 17.02 For the purpose of recall, the Company shall designate by classification, the number of positions to be restored. Active employees bumped during the previous layoff will be offered a right of first refusal for restored positions for which they are qualified on the basis of seniority. Employees who decline such offers will have no further recall rights to previous positions.
- 17.03 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 seventy-two (72) hours of receipt of the recall notice and must report to work within ten (10) working days after receipt of the notice. If the employee does not respond as required by this Article, the next employee may be recalled, and the notified employee will be terminated.
- 17.04 Failure of the employee to keep the Company advised in writing of their current correct address shall relieve the Company of all obligations under the aforementioned provisions.

## **ARTICLE 18 – DISCHARGE AND DISCIPLINE**

- 18.01 It is understood the Company may discipline or discharge any employee covered herein for just cause. Should an employee feel such action improper and in violation of the employee's rights under this Agreement, the employee shall be extended all the rights and privileges accorded by the grievance and arbitration procedures contained herein. During the initial 90-day employment probationary period, the Company shall have sole discretion to discipline or discharge a probationary employee and such action shall not be subject to the grievance or arbitration procedure.
- 18.02 A warning, discipline or discharge notice shall be removed from the employee's file if, through the grievance procedures, the discipline is deemed unjust.
- 18.03 It is fully understood that the establishment of reasonable policy and regulations not in conflict with the terms of this Agreement are solely and fully subject matters of managerial prerogatives. Employees shall be subject to complete compliance with such rules and regulations established by the Company and violations thereof shall be considered cause for disciplinary action. Progressive discipline will be used by management to handle disciplinary matters consistent with the severity of the infraction.

- 18.04 A written notice shall be removed from an employee's file after eighteen (18) months, provided that no new warning notice has been issued during that eighteen (18) month period and the initial warning has not been successfully grieved. This will be a rolling month look back period. This excludes safety and security violations, these will remain.
- 18.05 Letters of counseling, reprimand, and suspension once removed from an employee's file shall not have any future effect on discipline.
- 18.06 In all cases of discharge, suspensions, or written warning/reprimand notices; the Company will forward a copy of the alleged offense and disciplinary action to the Chief Steward within five (5) workdays, unless the subject employee directs the Company otherwise. In any of the above, the employee may request the presence of the Steward or Chief Steward during interrogation and disciplinary actions, and such requests will be granted.
- 18.07 In cases of dismissal or suspension, the employee shall be given a copy of such notice if they are available to be presented with such copy. If the employee is unavailable, the notice will be sent to the employee's last known address. An employee shall have the right to appeal the action shown on the notice, provided a written grievance is timely initiated in accordance with the grievance article in this Agreement.
- 18.08 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 and such employee's personal file shall be closed accordingly.

## **ARTICLE 19 – GRIEVANCES PROCEDURES**

- 19.01 It is the intent of the Parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the alleged violation of the provisions of this Agreement. The term "grievance" as used in this Agreement means any dispute arising out of or regarding the interpretation, application, claim of breach or violation of a specific and designated Article and section of this Agreement, and any Company policy in conflict with this Agreement.
- 19.02 Any discussions or conferences with employees that may lead to disciplinary actions shall take place with a Steward present if the employee so desires.
- 19.03 Grievances are to be presented and considered in accordance with the terms of this Agreement.
- 19.04 There shall be no responsibility of the Company to make an adjustment on any grievance unless it is submitted within five (5) business days after the occurrence giving rise to it.

19.05 It is understood that the time limits specified herein may be extended by mutual agreement of the Parties.

- (a) Step 1 – Any matters of contention between an employee or the Union, and the Company, shall be initially discussed between the employee(s) involved, if any, their Steward, and the Program Manager. If such matter is not resolved at this step, the aggrieved party(s) shall proceed as provided below within five (5) business days.
- (b) Step 2 – Any employee having a grievance shall file a written grievance through their Steward to the Project Manager within the time frames defined above. The grievance form shall set forth a statement of the grievance including the date and approximate time the event occurred which gave rise to the grievance, the details of the event and specific Articles of the Agreement allegedly violated, and the specific remedy or relief requested and shall be signed by the employee. The Chief Steward / Steward will deliver the grievance to the Project Manager's office within the time frame listed above. The Project Manager's office will sign in the 'Received by' block and annotate the date / time of receipt. The Project Manager and the Chief Steward and/or Steward shall meet within five (5) business days to endeavor to arrive at a satisfactory adjustment of the grievance. The Project Manager shall then provide a written decision within ten (10) business days after discussion with the Chief Steward.
- (c) Step 3 – If the decision of the Project Manager is not satisfactory, the Chief Steward shall appeal the grievance to the Corporate Manager, or designee provided such appeal is filed no later than five (5) business days after receipt by the Chief Steward of the Project Manager's written decision. The Corporate Manager, Labor and Employee Relations shall meet by telephone with the Chief Steward and full-time representative of the Union at a mutually agreeable time within ten (10) business days to endeavor to arrive at a satisfactory adjustment of the grievance. The Chief Steward shall inform the Corporate Manager, Labor and Employee Relations, at the time of the appeal of the identity of the full-time representative of the Union. The Corporate Manager, Labor and Employee Relations shall provide a decision within ten (10) business days of the meeting with the Chief Steward and full-time representative of the Union. Terminations will proceed directly to Step 3 of the grievance procedures.
- (d) Any grievance arising out of the alleged violation of the terms and conditions of this Agreement, which has been properly processed according to this grievance procedure and has not been satisfactorily adjusted or settled, may then be appealed to arbitration.

19.06 All of the steps of this grievance procedure may be waived, and the Parties may proceed directly to Arbitration provided the Parties mutually agree.

- 19.07 It is understood that the Chief Steward may file grievances on behalf of the Union's interests under this Agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose in the application of a specific article and section of this Agreement, the grievance may be filed by the Chief Steward on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Chief Steward on behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.
- 19.08 The time limits specified herein may be extended by mutual written agreement between the Parties.
- 19.09 Any decisions not provided within the time frames established shall be considered as unsatisfactory responses, except where extended by mutual agreement of the Parties, and the party claiming to be aggrieved may proceed to the next step in the Grievance-Arbitration procedure.

## **ARTICLE 20 – ARBITRATION**

- 20.01 There shall be no grievances presented to arbitration until appropriate steps of the grievance procedure have been utilized. All such grievances shall be considered as settled on the basis of the last Company answer and are not subject to arbitration unless the Union first serves written notice of intention to arbitrate upon the Company with fifteen (15) workdays after receipt of the Company answer at the final step of the grievance procedure.
- 20.02 If within 15 workdays from the time such notice given as provided in Article 20.01 of this Article, the Parties cannot agree on a settlement or an adjustment of the dispute, then the Union may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names from which the arbitrator shall be chosen within thirty (30) workdays of receipt of such list. The specified time limit may be extended by mutual written agreement of the Parties. The names contained on the list will be stricken in turn until one (1) name remains, and that person shall become the Arbitrator. The Union shall strike first.
- 20.03 The Arbitrator shall not have the power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement. The Arbitrator's authority is to interpret and apply provisions of the Agreement.
- 20.04 The Parties reserve the right to file post-hearing briefs within thirty (30) days of the arbitration. The Arbitrator shall provide a decision within thirty (30) days of receipt of the briefs or the close of the proceedings if the Parties waive the right to file post-hearing briefs. The Arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.

- 20.05 The decision of the Arbitrator, within the purview of his/her authority, shall be final and binding on all parties.
- 20.06 The Parties agree that either party may be represented at arbitration hearings as they may choose and designate. Each of the parties will assume the expenses of presenting its case including the compensation and other expenses of witnesses called or summoned by it.
- 20.07 All fees and expenses of the Arbitrator shall be borne equally.
- 20.08 Both Parties shall divide equally the costs for submitting requests for arbitration to FMCS.

## **ARTICLE 21 – BULLETIN BOARDS**

- 21.01 The Company will afford the Union a segregated area on bulletin boards clearly identified as "Union Business" where only Union notices will be displayed. The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as provided herein.
- 21.02 It is agreed that the Union will be permitted to post on bulletin boards provided by the Company:
- (a) Notices of Union meetings.
  - (b) Notices of Union elections and election results along with election campaign materials from potential candidates for Steward positions.
  - (c) Notices of Union appointments.
  - (d) Notices of Union recreational affairs.
  - (e) Bargaining unit newsletters.
  - (f) Such other notices as may be mutually agreed upon by the Parties.

## **ARTICLE 22 – GENERAL**

- 22.01 Employees covered by this Agreement shall be governed by all reasonable Company rules, regulations, and orders, which are not in conflict with the terms and conditions of this Agreement.
- (a) The Company will notify the Union and all employees at least thirty (30) days prior to implementation of any new or changed Company policy, procedure, local directive, etc. unless Government directive or circumstances necessitate a shorter notice period.



- 22.02 The Agreement shall be binding upon the corporate successors and assigns of the Company who may exercise the right to renegotiate all or part of this Agreement. The Company shall notify the Union at least 60 days prior to any change in ownership or at such time as the Company receives notification, from the government, that would create a successorship situation.
- 22.03 There shall be no unlawful discrimination by the Company, its employees or the Union against any employee because of race, sex, creed, color, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.
- 22.04 It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females.
- 22.05 Employees will be responsible for reasonable care of customer and/or Company furnished equipment and will notify the Company of any loss, sabotage or willful damage to Company, customer, or employee property or materials.
- 22.06 Uniforms
- (a) Effective March 1, 2017, and annually thereafter, the employee will be authorized three (3) new shirts and will notify the Company of the styles. Employees may exchange unserviceable uniforms upon request and before the next annual disbursement.
  - (b) Employees will be provided all weather gear for the performance of their duties. If such weather gear becomes unserviceable, the Company will exchange all weather gear upon request.
  - (c) Employees required to wear steel toed shoes or boots by the company shall be reimbursed up to one-hundred twenty-five dollars (\$125.00) per contract year, for such shoes or boots, upon presentation of a paid receipt to the Company. The shoes/boots shall meet applicable safety standards.
  - (d) Employees may include the union logo pins on shirts if approved by the Company and if consistent with the terms of the Company's contract with the government.
- 22.07 The Company will provide copies of this Agreement to all employees within ninety (90) days of Union acceptance of the CBA by the bargaining unit, paid for equally by the Company and the Union.

## **ARTICLE 23 – SAFETY AND HEALTH**

- 23.01 Safety and Health Plan. All employees of the Company must have a complete understanding of the Company's Safety and Health Plan for Hurlburt Field Project (hereinafter referred to as "the Company's Safety and Health Plan"). All employees of the Company shall adhere to and comply with the Company's Safety and Health Plan. A copy of the Company's Safety and Health Plan is available in the Program Manager's office.
- 23.02 Work Safety
- (a) Any employee becoming aware of an unsafe working condition, or an accident will immediately report the condition or accident to the Program Manager and also will record and submit a written report of the unsafe working condition or accident within the same work day. If it is impossible to submit the written report within the same workday, the written report will be submitted by the employee within 24 hours of the initial verbal report. If the employee needs assistance with writing the report, the safety representative, shall assist the employee.
  - (b) 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 counseling or disciplinary action, up to and including discharge. Any employee who willfully or intentionally engages in such misconduct may be immediately discharged. The question of whether an employee willfully or intentionally engaged in such misconduct shall be subject to grievance and arbitration under Articles 20 and 21 of this Agreement.
- 23.03 Legal Compliance and Revisions. The Company's Safety and Health Plan and associated rules, regulations, and policies will be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations.
- 23.04 The Company agrees to maintain sanitary, safe and healthful conditions in all its operations and working establishments in accordance with applicable Air Force/ OSHA/Corporate safety regulations.
- 23.05 Employees shall be required to comply with all safety rules and regulations established by the Company, and to wear such protective clothing or use such safety Personal Protective Equipment (PPE) as required and furnished by the Company.
- 23.06 Training and certification for hazardous material handling will be accomplished in accordance with applicable Federal and State guidelines.

### 23.07 Substance Abuse Program

- (a) Issuance and Enforcement: The Company has the right to issue and enforce reasonable rules, regulations, and policies for the purpose of developing and implementing a Substance Abuse Program, violations of which may subject an employee, on a case by case basis, to disciplinary action up to and including termination and through which the Company can require as terms and conditions of employment and continued employment, among other things, drug and alcohol testing; participation in an Employee Assistance program; and substance abuse rehabilitation and medical treatment.
- (b) Incorporation of Current Substance Abuse Program: Employees shall be subject to and shall comply with the Substance Abuse Program, and rules, regulations, and policies applicable thereto in existence and in effect on the effective date of this Agreement (hereinafter collectively referred to as “the Substance Abuse Program”). The current Substance Abuse Program is available in the Program Manager’s office.
- (c) Legal Compliance and Revisions: Substance Abuse Program, rules, regulations, and policies will also be in compliance with applicable local, state and federal laws, rules and regulations. The Company is authorized to amend the Substance Abuse Program, rules, regulations, and policies from time to time, and they will be maintained current with the applicable laws, rules, and regulations. If so changed, the Company will provide a copy of the change to the Union and notify the Chief Steward.

## **ARTICLE 24 – INFORMATION PROVIDED TO UNION**

- 24.01 The Company shall provide the following information to the Chief Steward within 5 workdays following a change to any of the below listed items:
  - (a) An updated list of bargaining unit employees starting/returning STD, LTD, Military Leave, Workman’s Compensation hired, laid off, terminated, or resigned during the previous month with effective dates.
- 24.02 The Company shall provide an updated seniority list showing rates of pay, classifications and seniority dates on a quarterly basis to the union.

## **ARTICLE 25 – BUSINESS REPS AND UNION OFFICIALS**

- 25.01 The accredited full-time representatives of the Union shall have access to the Company’s work sites of this bargaining unit, for the purpose of contacting Stewards regarding employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations, which will render ineffective the intent of this provision. Prior to entering the Company’s worksites, the

Business Representative shall contact the Project Manager and the two shall agree on a mutually convenient time to satisfy the Business Representative's request.

- 25.02 A full-time Union Official or Business Representative may discuss any problems with employees (other than Stewards) on the employee's own free time. If further discussion of a complaint or grievance is necessary, the Union Representative may meet with any single individual providing that he first notifies the Project Manager. The contacts on Company time will be no more frequent and no longer than the subject matter for discussion reasonably requires.

## **ARTICLE 26 – NEW TECHNOLOGY**

- 26.01 The Parties agree that it is to their mutual benefit and a social goal to utilize the most efficient machines, processes, systems, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace, and, thereby, provide economically secure jobs for its employees. It is the Company's contemporary policy when possible, to assure that training is available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.
- (a) The term "new technology" shall be defined as the introduction of automated manufacturing machines, robots, computer-aided manufacturing systems, and other significant technology implementations, such as computer and related equipment, which cause the direct elimination of work which has been performed by a represented employee.
  - (b) An employee directly affected by "new technology" as defined above will be offered retraining preference for a job for which the Company foresees a requirement, provided that equivalent job opportunities are not available and that they have the basic knowledge for the retraining.
- 26.02 The Company will provide in written notification to the Union Business Representative or his designee of the Company's plans for the introduction of new technology, which may affect the employees. This notification will inform the Union of the anticipated schedules of the introduction of new technology and will identify areas of skill impacts and any training programs associated with those impacts.

## ARTICLE 27 – HEALTH & WELFARE

27.01 The Company shall make Health & Welfare contributions equal to the amount shown below per hour paid to a maximum of 40 hours per week beginning on the first two-week pay cycle in March:

Effective Date	Amount Per Hour
Current	<b>\$4.32</b>
3/1/2023	<b>\$4.50</b>
3/1/2024	<b>\$4.60</b>
3/1/2025	<b>\$4.70</b>

27.02 Employees must enroll in the Company Medical, Vision and Dental plan unless covered by outside insurance and “proof of coverage” is provided to the Company. Employees that can provide “proof of coverage” may receive this benefit as cash payments added to their regular paycheck. If residual funds remain for employees under the company medical plan, those monies will be provided as a cash payment.

Only full-time employees may enroll in the Company Medical, Dental, and Vision plans unless covered by other outside insurance. Each eligible full-time employee shall enroll in the Company provided medical plan unless they can provide “proof of coverage”. If an employee chooses to enroll in a plan that costs more than the Company’s health & welfare contributions, the additional amount shall be made by payroll deductions from the employee’s paycheck to cover such premiums.

Consistent with current Company policy and benefit plans, full-time employees shall participate in the following base insurance plans at the rates charged to the Company by the plan providers:

- Life & AD&D
- Short-Term Disability
- Long-Term Disability

The company may change or modify the base plans at its discretion, generally on a calendar year basis. The Company will also adjust employee premiums in accordance with the rates charged to the Company by the plan providers.

27.03 The Company will continue its practice of adjusting employee premiums in accordance with the rates charged to the Company by the plan providers.

## **ARTICLE 28 – 401(k) SAVINGS PLAN**

- 28.01 Employees will be allowed to participate in the Company 401k plan. Employees may make voluntary, pre-tax contributions to the plan, up to the IRS limits. All terms and conditions of participation will be in accordance with the current 401k plan provisions.

The Company reserves the right to change the terms of the 401k plan at its discretion. Employees and the union will be notified of material changes to the plan.

The Company will provide for a 50% match on up to the first 4% of annual compensation by eligible participants.

## **ARTICLE 29 – JURY DUTY / BEREAVEMENT LEAVE**

- 29.01 When employees are necessarily absent from their regular work shift by reason of required jury duty, or to report to a court in person in response to a jury duty summons, or to report for jury duty examination, they shall be granted pay up to five (5) workdays, if absent from their regular work shift, less any fee or other compensation paid to them by the court for such service.

- (a) Pay for such time lost shall be computed at the employee's straight-time base rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of forty (40) in any workweek.
- (b) To be eligible for payment of jury service pay, employees must notify their Program Manager no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further they shall be ineligible to receive jury service pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates and time of such jury service, and the fee or compensation paid to them by the court, exclusive of transportation allowances.

- 29.02 Employees who have completed their 90-day probationary period shall be allowed time off with pay in the event of a confirmed death in their immediate family as follows:

- (a) An employee shall be eligible for four (4) days bereavement leave with pay upon a death in his/her immediate family. For employees that have to travel more than 600 miles (to be determined by the shortest route on Google maps from Hurlburt Field to the home address of the deceased) will receive one (1) additional day for a total of five (5) days. Bereavement pay will not be granted for Saturday, Sunday or Holidays or any other day in which the employee will be otherwise compensated. The Company reserves the right to obtain verification of the death.
- (b) For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as follows: Spouse, mother, father, children, brother, sister, stepmother, stepfather, stepsister, stepbrother, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren,

sister-in-law and brother-in-law, domestic partner.

- (c) Additional time off may be granted in the form of PTO or leave without pay at the Company's option.

### **ARTICLE 30 – MILITARY LEAVE**

30.01 The Company will adhere to all applicable laws regarding military leave.

## ARTICLE 31 – DURATION

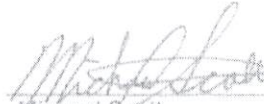
- 31.01 This Agreement shall be effective January 10, 2023 and shall remain in full force and effect through January 9, 2026 and from year to year thereafter unless sixty (60) days prior to the expiration date of this Agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate the Agreement.
- 31.02 In witness whereof the Parties hereto have caused this Agreement to be executed by their respective authorized agents on this date, January 10, 2023.

Bering Global Solutions, LLC

International Association of Machinists &  
Aerospace Workers



Richard Foster  
President, BGS



Michael Scott  
Business Representative, District Lodge 75



Victor Smith  
Chief Steward



## APPENDIX A – WAGES

<b>Job Classification</b>	<b>Current</b>	<b>3/1/2023</b>	<b>3/1/2024</b>	<b>3/1/2025</b>
General Clerk III	\$18.08	\$20.22	\$21.03	\$21.88
Quality Assurance	\$25.05	\$26.55	\$27.62	\$28.72
Supply Technician	\$24.41	\$25.87	\$26.91	\$27.99
Lead Material Coordinator	\$26.37	\$29.01	\$30.17	\$31.38
Hazmat Technician	\$24.94	\$26.44	\$27.49	\$28.59
Material Expediter	\$25.31	\$27.83	\$28.94	\$30.10
Medium Truck Driver	\$18.28	\$20.68	\$21.51	\$22.37

Swing Shift		0.50	0.50	0.50
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