## BRIDGE AGREEMENT

## BETWEEN

# M1 SUPPORT SERVICES, LP

#### AND ITS SUBCONTRACTORS

DenMar Services, Inc., Erica Lane Enterprises, Inc., Navigator International LLC, Pinnacle Solutions, Inc., S&K Technologies, Inc., System Dynamics International, Inc., and Skyquest Aviation, LLC

## AND

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

# And its LOCAL LODGE 2003 OF DISTRICT LODGE 75

M1 Support Serivces, LP as prime contractor and DenMar Services, Inc., Erica Lane Enterprises, Inc., Navigator International LLC, Pinnacle Solutions, Inc., S&K Technologies, Inc., System Dynamics International, Inc., and Skyquest Aviation, LLC as subcontractors (referred to as "the Company"), and the International Association of Machinists and Aerospace Workers, and its Local Lodge 2003 of District Lodge 75 (referred to as "the Union") hereby agree as follows:

Effective April 1, 2018, the Company and the Union agree to assume and be bound by all the provisions in the Collective Bargaining Agreement currently in effect between Army Fleet Support and the Union until midnight April 28, 2019 except as modified herein.

The Company shall have the same rights and obligations under the Collective Bargaining Agreement (CBA) as the present employer, Army Fleet Support.

Any outstanding claims, disputes, grievances or cases under Army Fleet Support shall remain the responsibility of Army Fleet Support. However, should there be a termination grievance that ends with an employee being returned to work due to a settlement or arbitration decision, that employee will be reinstated into the job they last performed while working for Army Fleet Support with full seniority rights and the employee shall retain their original seniority date.

Employees hired by the Company will retain their seniority date held by the current employer and will incur no loss in seniority or benefits based upon length of service. Any currently active employee not hired by the Company will retain their seniority date held by the current employer and shall be entitled to a first right of

refusal to future job openings they are qualified for with the exception of the job they last performed for Army Fleet Support or one of its subcontractors. They shall also be eligible for recall as provided in the Collective Bargaining Agreement for the job they last performed for Army Fleet Support or one of its subcontractors.

Employees currently out on any type of Leave of Absence, FMLA, Military Leave, disability, workman's comp or etc. shall retain their seniority and shall be permitted back into the job they last performed while working for Army Fleet Support, seniority permitting.

Employees who currently work for Army Fleet Support or one of its subcontractors shall not be considered to be on probation provided they have completed their 90-day probationary period; otherwise they shall be required to complete their original 90-day probationary period.

Employees hired will have no previous disciplinary actions held against them upon starting with M1 Support Services, LP or one of its subcontractors. M1 and its subcontractors shall use the same Disciplinary Guide.

Employees will be given time on the clock for the issue, renewal, and reset for a non-employee fault lockout of their required Common Access Cards (CAC).

It is also understood and agreed that M1 Support Serivces, and its subcontractors, as the case may be, shall be individually responsible for compliance of this agreement and individually liable for any violation should one occur.

The Overtime List will be zeroed out to begin the new contract on April 1, 2018.

All current AFS and or subcontractor status change request forms (to include withdrawals) are no longer valid as of April 1, 2018 and will need to be resubmitted with M1 and or its subcontractor.

The Company and its subcontractors have agreed to continue participation with the Benevolence Fund.

Due to employees starting the new contract with zero vacation hours, the company agrees to allow employees to take up to 80 hours of Leave without Pay up until December 31, 2018. Employees will not be required to use Vacation or Personal Leave prior to using this Leave without Pay. Vacation and Personal Leave will still accrue during this Leave without Pay period.

The attached MOUs are considered as a part of the agreement. There will be one change to the Apprentice Aircraft Mechanic Program.

 Upon completion of Apprenticeship and progression to the classification in which the employee apprenticed, employee will be held on the MDS for the remainder of the a 24 month period.

In agreeing to bridge the existing CBA, the Company agrees to accept the wages, hours and conditions of employment in existence, except as noted below. The Company further agrees to provide health and welfare benefits that are reasonably comparable to or exceeds those presently provided by Army Fleet Support and or its subcontractors.

The modifications to the Collective Bargaining Agreement are as follows:

- 1. Under **Agreement #1**. Replace "L-3 Communications Army Fleet Support" with "the Company M1 Support Serivces, LP as prime contractor and DenMar Services, Inc., Erica Lane Enterprises, Inc., Navigator International LLC, Pinnacle Solutions, Inc., S&K Technologies, Inc., System Dynamics International, Inc., and Skyquest Aviation, LLC".
- 2. Under Agreement #2 PURPOSE. Delete the last sentence:

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement. To this purpose, L-3 Communications Army Fleet Support shall be the prime contractor over any and all sub-contractors signatory to this Agreement.

- 3. Under **Article 1 Recognition** Replace "L-3 Communications Army Fleet Support" with "the Company M1 Support Serivces, LP as prime contractor and DenMar Services, Inc., Erica Lane Enterprises, Inc., Navigator International LLC, Pinnacle Solutions, Inc., S&K Technologies, Inc., System Dynamics International, Inc., and Skyquest Aviation, LLC".
- 4. Under Section 4.7 (f) RECALL FROM LAYOFF replace "Personnel" with "Human Resources"
- 5. Under Section 4.9 (a) ERRORS IN SENIORITY LISTING replace "Personnel" with "HR Manager"
- 6. Under Section 5.18 (a) FAMILY AND MEDICAL LEAVE add "appropriate"
  - Employees may obtain the appropriate paperwork and application for FMLA from the <u>appropriate</u> Human Resources office, the Administrative Specialist, or the <u>appropriate</u> intranet portal.
- 7. Under **Section 7.1 GRIEVANCE POLICY** replace "L-3 Communications Army Fleet Support" with "The Company".
- 8. Under Section 8.4 LIMITATION ON PAST PRACTICES replace "December 1, 2003" with "April 1, 2018".
- 9. Article 14 VACATION LEAVE Vacation will now be credited every payday. Employees will not be required to wait to have their accrued vacation credited to their account. It will show up on every pay period. The pay periods will be bi-weekly; therefore, the accrual rate for each pay period will be different from the current CBA because those rates are monthly. New language has been added for additional vacation time to be carried over each year. The following changes have been made to the article to incorporate these changes.

#### 14.1 FISCAL YEAR BASIS

Vacation leave shall be accrued on a bi-weekly basis beginning the date of hire. computed and Vacation will be scheduled on a fiscal year basis (October 1 through September 30). Vacation leave for seniority employees shall be accrued on computed as of October 1 of each year in accordance with their credited service in the preceding fiscal year, but in no event shall an employee accrue more than six (6) weeks vacation leave with 240 hours pay. Vacation leave must be taken during the fiscal year following the fiscal year in which it is earned. Vacation leave cannot be taken during the fiscal year in which it is earned.

#### 14.2 VACATION CREDITS

Vacation leave will be credited to the employee's vacation account on a bi-weekly basis provided the employee is in active paid status. during the first week of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leave for of fifteen (15) days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leave, paid holidays, temporary Christmas layoff, and time spent by the Union Grievance/Negotiating Committee on Union business and the first five (5) years of absences due to compensable injuries as defined by Workers' Compensation Act of Alabama will be considered as active paid status hours worked for the purpose of accruing computing credited service for vacation leave. purposes.

#### 14.3 SENIORITY STATUS REQUIRED

Following the successful completion of their probationary period, employees will be eligible to take accrued vacation from date of hire. credited with earned vacation from date of hire. Employees must acquire seniority status before being eligible to take vacation earned for any vacation year.

#### 14.8 ACCRUAL RATES

Employees will accrue vacation credits at the following rates:

VACATION LEAVE ACCRUAL RATES	HOURS ACCRUED PER PAY PERIOD (Bi-Weekly) MONTH
Less than 8 years seniority	3.08 <del>6.6667</del>
8 years but less than 12 years seniority	4.62 <del>10.0000</del>
12 years but less than 17 years seniority	6.16 <del>13.3333</del>
17 years but less than 22 years seniority	7.70 <del>16.6667</del>
22 or more years seniority	9.24 <del>20.000</del>

**14.8(a)** A maximum of 40 hours of vacation leave per year will be allowed to carryover to the following year. Any hours not carried over to the following year and all accrued hours in excess of 40 hours as of September 30 of each year will be paid off at the employee's regular rate as of September 30.

14.8(a) An amount equal to the annual accrual of vacation hours for each employee, plus 80 hours (Max Accrual) will be allowed to be carried over to the following year. Any hours the employee elects to not carry over and any hours in excess of the max accrual of each year will be paid out at the employee's regular rate as of September 30.

10. Article 15 PERSONAL LEAVE – Changes made to reflect a bi-weekly accrual vs monthly accrual.

#### 15.1 ACCRUAL RATE

An employee will accumulate personal leave at the rate of 2.77 six (6) hours bi-weekly per month, provided employee is in active pay status. credited to the employee's personal leave account on the first day of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leaves of 15 days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leaves, holidays, temporary Christmas layoff, time spent by the Union Negotiating Committee on Union business, and the first five (5) years of absences due to compensable injuries as defined by the Worker's Compensation Act of Alabama will be considered as active pay status hours worked for the purpose of accruing personal leave. computing credited service for personal leave.

#### 15.2 AFTER PROBATION

After 90 days of employment, an employee will be eligible to take **accrued** personal leave from date of hire. have credited to his personal leave account any earned personal leave from date of hire.

#### 15.4 PAY OFF AT TERMINATION OR LAYOFF

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused personal leave accrued earned as of the date of termination. An employee will receive personal leave credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours for that month. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within 15 consecutive days from the initial layoff. Employees whose employment is extended beyond 15 days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.

- 11. Under Section 16.1 MNPL PAYROLL DEDUCTIONS replace "second check" with "first check".
- 12. Under **Section 16.2 IDEMNIFICATION OF COMPANY -** replace "L-3 Communications Army Fleet Support" with "The Company".
- 13. Under **Section 16.3 MNPL WHEN DEDUCTED** replace "second regular payday" with "first regular payday".
- 14. Under Section 17.13 COMMERCIAL DRIVER'S LICENSE replace "Government" with "Company".
- 15. Under Section 19.6 EFFECTIVE DATE OF CHANGES change "Monday" to "Saturday" in both places.
- 16. Under **Section 25.9 PRE-TAX RULES** replace "Army Fleet Support LLC Pre-Tax Plan" with "Company's Section 125 Cafeteria Plan".
- 17. Under Section 29.2 40 HOUR WEEK correct language to make it consistent with Section 5.1

The Company shall continue contributions based upon a forty (40) hour week while an employee is off work due to paid vacations, paid holidays, other paid leaves, Negotiating Committee when negotiating contract, or on leave to serve as Grand Lodge Representative for the Union in a full time job with the International Union.

18. Under **Section 33.3 TUITION ASSISTANCE** – delete the last sentence which states:

The remainder of the policy and procedure, as listed in the Training and Certification procedural manual remains in effect.

- 19. Article 35 RECLASSIFICATIONS AND REASSIGNMENTS There is a new change to the government contract requirement (Performance Work Statement) which will impact this article; excerpt is below:
  - 4.2.36.2. New Equipment Training (NET) and On the Job Training (OJT)
  - **4.2.36.2.a**. The Contractor shall ensure that each person who receives 40 hours of NET training, that qualifies the employee on an aircraft or system, incurs a minimum two year lock-in obligation period. Any person receiving 80 hours or more of NET training, that qualifies the employee on an aircraft or system, incurs a minimum three year lock-in obligation period. This lock-in is only applicable if the person remains employed by the Contractor to ensure a net return on investment is gained. Upon completion of the training, the employee shall serve in the job classification/position on the aircraft/system for which the training was received, unless promoted during the lock-in period. Persons receiving NET of 80 hours or longer shall not be eligible for additional formal training during the three year obligation. Exceptions are additional training for the same aircraft system or a requirement to train an employee on more than one

type of aircraft during this availability. These exception shall be approved by the COR prior to implementation.

- **4.2.36.2.b.** The Contractor shall ensure that each person who enrolls in a documented On the Job Training (OJT) that qualifies the employee on an aircraft or system is locked-in to complete the training preventing displacement and disruption in training. In addition, upon completion of training, the employee incurs a minimum two year lock-in obligation period provided the employee remains employed by the Contractor to ensure a net return on investment is gained. Upon completion of the training the employee shall serve in the job classification/position on the aircraft/system for which the training was received.
- **4.2.36.2.c.** Upon notification by the KO or COR that Government directed special training is required, the Contractor shall notify the Government of personnel who require the training for performance of duties. The Government will provide NET if available.

All other terms and conditions of the Collective Bargaining Agreement shall remain unchanged and in full force and effect.

Agreed to on this day, the 7th day of March 2018:

#### **FOR THE UNION**

International Association of Machinists And Aerospace Workers, AFL-CIO

Tony Wirth

**Grand Lodge Representative** 

Randy Garrett

Business Representative, DL)75

Terry Rasmussen

Chairman, GNC, Shell

Tammy Cassels

GNC, Clerical

Joseph Kather GNC, Cairns

#### **FOR THE COMPANY**

M1 Support Services, LP

CheryLSnaw

**Human Resources Director** 

Martin Graft

**Chief of Business Operations** 

Chris Kelley

Chris Kelley
GNC, Main Post

Mark Nell GNC, Air Force

Patrick Palas GNC, Knox

James Powell GNC, Lowe

Michael Scott GNC, Pilots

Perry Sorrells GNC, Hanchey

Marvin Smith GNC, CPM