

AFGE LOCAL 1922

COLLECTIVE BARGAINING AGREEMENT

17 DECEMBER 2020 – 31 OCTOBER 2024

SERVING FORT STEWART AND HUNTER ARMY AIRFIELD

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ARTICLE 1 – AGREEMENT

- 1.1 THIS AGREEMENT is entered into this 17th day of December, 2020 by and between Pegasus Support Services, LLC its successors and assigns, (hereinafter referred to as the Company), at Ft. Stewart in Hinesville, GA and Hunter Army Airfield, in Savannah, GA and the American Federation of Government Employees, (AFGE) Local 1922 at Hinesville, GA, and Hunter Army Airfield, in Savannah, GA, its successors and assigns, (hereinafter referred to as the Union), as the sole and exclusive representative of the collective bargaining unit of employees covered by this Agreement.
- 1.2 Term of Agreement. This Agreement and the provisions hereof shall remain in full force and effect and be binding on the respective parties from December 17, 2020 to October 31, 2024, and shall continue in full force and effect from one year thereafter, unless written notice is given by either party terminating the Agreement by notifying the other not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiration date of the Agreement, and by such action the Agreement shall terminate as of the expiration date of this agreement.
- 1.3 Negotiations. If either party seeks to change any provisions of this Agreement, such party on a date not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days prior to the expiration date of this Agreement shall give written notice to the other party to open the Agreement for negotiations.

ARTICLE 2 – INTENT AND PURPOSE OF AGREEMENT

- 2.1 It is the intent and purpose of this Agreement to assure a sound and mutually beneficial labor management relationship between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievance, and to set forth the basic Agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment. To this end, it is recognized that there should be mutual cooperation between the Company (its officers, agents, and other representatives and the Union (its officers, agents and members); that to assure maximum efficacy of operations, those operations should be uninterrupted and duties faithfully performed for the Company and its employees to fulfill their mutual and vital responsibilities each to the other, and to both the public and to the government; and that the business of the Company must be operated with appropriate and due regard for economy, efficiency, and competitive conditions.
- 2.2 The Union, Company, and affected employees are bound by and hereby pledge all due cooperation in observing applicable provisions of this Agreement. No provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect by the consolidation, merger, sale, transfer, succession, or assignment of either party, or affected, modified, altered, or changed in any respect by a change of any kind in legal status, ownership or management of either party.



ARTICLE 3 – RECOGNITION

- 3.1** The National Labor Relations Board having duly certified the American Federation of Government Employees, Local 1922, on the 4th day of June 2003, in case# 10 RC15355, the Company recognizes the Union in accordance with Section 9(a) of the National Labor Relations Act, as amended, as the sole and exclusive bargaining representative with respect to rates of pay, wages, hours of work, and all other negotiable conditions of employment, for the following certified unit:
- 3.2** All full-time and part-time employees at the Employer's Fort Stewart and Hunter Army Airfield locations employed as refuse employees of roads and grounds, sanitation section employees, energy plant section employees, electric section employees, locksmith employees, carpenter section employees, heavy equipment employees, heavy equipment mechanic employees, mobile equipment service employees, auto workers employees, motor vehicle mechanic employees truck driver, employees, scale operator employees, boiler plant operator employees, laborer employees, work leader employees, service order dispatcher employees, supply personnel employees, , water treatment employees, electrical employees, Air conditioning employees, steam fitter employees, kitchen equipment employees, plumber employees, pest control employees, , excluding confidential employees, professional employees, guards, and supervisors as defined in the Act.

ARTICLE 4- MANAGEMENT RIGHTS

- 4.1** The management of the Company and the direction of the workforce, including but not limited to the services performed, the location of the workforce, assignment of work, fair standards of employee performance, the schedules and hours of work, the methods, processes, and means of providing services, the processes, services, and materials to be purchased, the right to hire, promote, demote and transfer employees, to determine qualifications and the conditions of their continued employment, to properly classify, reclassify, lay- off and relieve employees from duties, to discharge or discipline for just cause, to establish rules of conduct, to establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations, and to maintain efficiency of employees, are the sole and exclusive rights and responsibility of the Company.
- 4.2** The foregoing enumeration of the Company's rights shall not be deemed to exclude other preexisting rights or functions of management and nothing in this article shall be deemed to limit the Company in its exercise of customary and recognized functions and prerogatives of management that do not conflict with the provisions of this Agreement. Nothing in this article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management, including the right to make such agreements and enter into such agreements as it may deem necessary to the successful operation of its business, except as they may be abridged or modified by this Agreement.



ARTICLE 5 – NON-DISCRIMINATION

- 5.1 There shall be no discrimination by the Company or the Union against any employee because of sex, race, national origin, color, age, "qualifying" disability, citizenship status, veteran status, sexual orientation, gender identity, or any other status protected by federal, state, or local laws or regulations.
- 5.2 The Company agrees it will not discriminate against any employee because of membership in or association or affiliation with the Union or its associates, or participation in the Union's lawful activities. Nor shall the Company discriminate against any employee or group of employees for presenting to a member or agent of management any complaints, disputes, or grievances, or other concerns, as provided under Article 9 "Grievance and Arbitration."
- 5.3 In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, age, color, race, national origin, religion, handicapping condition, partisan political reasons, marital status, veterans, Vietnam veterans, sexual orientation, gender identity, or in accordance with applicable State and Federal laws. Additionally, the parties will cooperate in complying with the Americans with Disabilities Act.
- 5.4 All references to "employee", "employees", "man", or "men", "he", "him", or "his", in the Agreement refer to both male and female employees. The terms are used for the sole purpose of brevity and clarity of language construction only and do not imply or refer to sex or gender in any way whatsoever.

ARTICLE 6 – NO STRIKE – NO LOCKOUT

- 6.1 During the life of this agreement, the Union shall not authorize, and the employees shall not participate in a strike of any kind, or any boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Company's business. During the life of this agreement, the Company shall not lock out the employees.

ARTICLE 7 – UNION DUES DEDUCTION

- 7.1 All employees shall as a condition of employment, be required to make periodic tender of money to the Union in an amount not to exceed the cost of collective bargaining and representation as determined by the union. Failure of an employee to comply with this requirement shall result in the termination of employment of such employees not in "good standing." "Good Standing" is a determination made solely by the Union and shall apply only to those employees who have properly and timely tendered the periodic dues uniformly required by the Union's constitution or have made timely and proper payment of an assessed agency fee, as necessary for administration of the collective bargaining agreement. Application for membership, which may be limited to payment of an agency fee, must be made within sixty (60) days of employment. Failure of an employee to tender dues or the agency fee in a timely manner shall result in termination of employment of that individual.

- 7.2** The Union will indemnify and hold the Company harmless against any and all claims, liabilities, demands, lawsuits, or other forms of liability and demands made against the Company on account of any action taken by the Company in conjunction with this Article.
- 7.3** The Company agrees to deduct each month, the regular monthly Union dues and/or agency fees, as provided for in Sections 7.1 and 7.6 of this Article. Dues and fee deductions are recognized as a condition of continuing employment and must be deducted from the pay of any and all bargaining unit employees. The Union shall furnish the Company a letter stating the union dues formula to be used in these deductions. Such a letter shall be in effect to the end of the agreement unless earlier modified by the Union.
- 7.4** The Company shall deduct the amount specified by the Union initially and as dues/fees may increase, the Company deducts the appropriate amount from the employee's pay. The Union will give the Company two weeks' notice of any due/fee increase. Effective on the next full pay period subsequent to receipt of that notification, the Company will affect that increased deduction. The amount of dues deduction for each union member and the fee for non-union members will be the same.
- 7.5** The Union accepts full responsibility for the authenticity of each such authorization. Any such authorization which is incomplete or in error will be immediately returned by the Company to the Union for consequent correction.
- 7.6** The Company will provide the Union financial officer with a list showing names and deduction amount for each employee at the time payment is rendered. Such deductions will be remitted to the Union's financial officer no later than the fifteenth (15th) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company will provide the Union an electronic copy of Standard Form 1187 for all new hires, by submitting the form to the Financial Officer within five (5) working days of the new hire's start date. The Company will also notify the Union of any bargaining unit employee's layoff, resignation, termination, death, etc., by submitting an electronic copy of Standard Form 1188 to the Financial Officer within five (5) working days of the employee's last day of employment.

ARTICLE 8 – UNION REPRESENTATION

- 8.1** Representative(s) of the Union, upon prior notice to the Company, shall be permitted access to the site on which the Company's operations are located provided they are permitted access by the Army. Such representative(s) shall have access to the Company's work site for the purpose of investigating grievances and other relevant matters covered under the Collective Bargaining Agreement. The Company reserves the right to provide an escort (which may be the Union steward) to accompany the above cited Union representative. The Union representative will, in such instances, make reasonable effort to ensure that no employee is unduly disturbed or work unduly interrupted.
- 8.2** The Company recognizes the rights of Union stewards as delineated in this Article. The authority of the Union designated stewards is generally limited to the following duties and activities:
- 8.2.1** To consult with management officials on personnel policies and practices, and matters affecting working conditions.



- 8.2.2 To consult with Union officials and prepare necessary correspondence in connection with formal or informal meetings with supervisors or managers.
 - 8.2.3 To receive and investigate to conclusion employee complaints or grievances.
 - 8.2.4 To advise employees of the rights and procedures for resolving complaints or grievances.
 - 8.2.5 To serve as the personal representative of an employee at the employee's request in complaints, grievances, and appeals.
 - 8.2.6 To represent the Union or serve as an observer at any grievance or appeal meeting.
 - 8.2.7 To prepare necessary paperwork for an employee or the Union in connection with a complaint, grievance, or appeal.
- 8.3 The Union is entitled to a total of up to sixteen (16) hours of paid time per pay period for performing the duties described in section 8.2 above. The Union may appoint four (4) representatives as it deems necessary. This time will not be carried over from one pay period to the next. To obtain such time, the Union President or his designee shall submit a notice by e-mail or other appropriate means to the Program Manager and/or to his designated representative for the use of such time. Such requests will normally be submitted (24) hours in advance of the requested use of the time.
- 8.4 Should a Steward wish to utilize such representational time during scheduled working hours, he shall submit a request to his immediate supervisor or the Alternate Program Manager and state the fact that he wishes to perform a representation function (as outlined above). Such permission shall be granted unless it should substantially interfere with operations. The Steward shall report to his supervisor upon completing each function.
- 8.5 The Union reserves the right to designate an appropriate number of Chief Stewards and "regular" Union stewards. The Union reserves the right to designate alternate Stewards to act in the stead of both/either regular and Chief Stewards who may be unavailable or otherwise predisposed.
- 8.6 The union shall supply the Company, in writing, and shall maintain a current and complete list of all authorized stewards and other representatives, together with the designation of the group of employees each is authorized to represent.
- 8.7 Subject to the foregoing, no employee will be denied the right to Union representation at any level of the grievance procedure. The Company will advise the affected employee that he has the right to be represented by a Union appointed representative.
- 8.8 Employees elected or appointed as Union delegates to state and national conferences, conventions, or seminars may be granted a leave of absence to attend such functions in accordance with this Agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 9.1 The Company and the Union will meet at a reasonable time for the purpose of handling any controversy or concern between an employee(s) or the Union and the Company involving application, interpretation, or alleged violation of any provision of this Agreement. A grievance is defined as any complaint by any employee, the Union or the Company concerning a violation, the interpretation or claim of a breach of this Agreement, or any law, rule, or regulation relating to conditions of employment.



- 9.2 All grievance meetings shall be held during normal working hours. The Union steward and/or grievant, when attending grievance meetings with management during duty hours shall do so without loss of pay or charge to leave. No employee shall be entitled to additional pay (for instance, to report to work outside scheduled working hours) for attending grievance meetings with management.

At any time during the negotiated grievance procedure the grievant may amend the written grievance statement to cite additional Articles and Sections of the Agreement violated, if any, provided that grievant may not amend the factual basis which gave rise to the matter.

If new factual information related to the factual basis giving rise to the matter is made known to either party, either party may amend their respective written statements accordingly, provided that a party seeking to amend the factual basis supporting a written statement did not willfully withhold the new factual information from the other party.

- 9.3 **STEP ONE.** A grievance must be filed in writing with the employee's supervisor or Deputy Program Manager within thirty (30) working days from the date of the occurrence giving rise to the grievance or from the date on which the bargaining unit employee knew, or had reason to know, of the act or occurrence. Continuing grievances may be filed at any time. At his request, the grievant may have his Union steward present at any first step meeting. The employee's supervisor and/or Alternate Program Manager and the person or persons presenting the grievance and the Union steward may discuss and attempt to adjust the matter.

- 9.3.1 The supervisor and/or Alternate Program Manager or their respective designees, if any, shall give a written answer within five (5) working days from the date of discussion. If the supervisor and /or Alternate Program Manager (or designee) fails to respond to the grievance within five (5) working days, the Union/employee may then proceed to Step 2.

- 9.4 **STEP TWO.** If the grievance is not resolved in Step One, within ten (10) working days after receipt by the Company of the Second Step grievance, a meeting shall be held between the Program Manager, (or designee), and the Union steward or the Union representative handling the matter (or designee). The employee may be present. The Program Manager, or his designee, shall make a reply in writing to the Union steward no later than five (5) working days after such a meeting with the Union steward, representative, or his designee. If this reply is not acceptable, the grievance may be appealed to Step Three, provided such an appeal is made within ten (10) working days of the date of the decision. Prior to issuing his decision at the Step Two level, if requested by the Union or the grievant, the Step Two management official will meet with the grievant and his representative/steward to discuss the grievance.

- 9.5 **STEP THREE.** In the event the grievance is not resolved in the first or second step, a Notice of Appeal (Third Step Grievance) shall be presented in writing, and will normally include, at least by reference, all documents considered at the previous steps, to the Company's Corporate Employee/Labor Relations Manager or his designee within ten (10) working days from receipt of the Company's response in Step Two. The Corporate Employee/Labor Relations Manager or his designee shall reply to the Union in writing within ten (10) working days. Upon Union notification to the Company, a grievance over a disciplinary action arising from an alleged violation of the standards of conduct may be filed at the 3rd step under Article 9, Grievance and Arbitration. An employee must file the grievance within thirty (30) working days of the effective date of the disciplinary action.

- 9.6 **ARBITRATION.** Any grievance which has not been settled or disposed of in accordance with the steps of grievance procedure outlined above may be submitted to arbitration provided such submission is made

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within fifteen (15) working days of receipt of the third step reply, by either party. The Union, at its option, may move a grievance to arbitration if the Company fails to respond within ten (10) days, as set forth in Section 9.4. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and shall notify the other party of such action. The arbitrator shall be selected as follows:

- 9.7 The Federal Mediation and Conciliation Service shall submit to each of the parties, duplicate lists of names. The Union and the Company shall, within thirty (30) calendar days after receipt of the panel of arbitrators, alternately strike names and the last remaining name on the list shall be the arbitrator to hear and decide the case. The right to be the first to strike a name from the list shall be determined by a coin toss. The Union shall have heads and the Company shall have tails in the process.
- 9.8 The arbitrator shall not have the authority to add to, subtract from, modify, alter, or otherwise change any of the terms of this Agreement or any other terms made supplemental hereto. The arbitrator shall not have the authority to arbitrate away in whole or in part any provisions of this Agreement, but his decision shall be confined to an interpretation of the Agreement and to a settlement of the particular grievance and the issue presented to him by the parties for consideration, if any.
- 9.9 The arbitrator's decision shall be final and binding on the parties. Expenses and preparation of cases shall be borne by the party calling such witnesses and preparing their respective case. Expenses for the arbitrator shall be borne equally by the parties to the Agreement. The same question or circumstances shall not be subject of arbitration more than once unless one of the parties violates the terms of the arbitration.
- 9.10 The time limits as set forth in the Arbitration article may be extended by mutual agreement. In computing the time within which the acts herein are required to be performed, Saturdays, Sundays, and holidays shall be excluded.

ARTICLE 10 – WORK WEEK/REPORTING/SHIFTS

- 10.1 The regular administrative work week for payroll purposes shall be seven (7) consecutive days beginning Sunday at 12:01 AM until Saturday at 12:00 midnight. The basic work week for full time employees will be five (5) eight-hour days within that administrative work week, however, the work week can be changed based on operational needs. The workweek for full-time employees is defined as forty (40) hours per week.
- 10.2 Starting Times, ending times, and shift assignments may be made when necessary, contingent on legitimate viable workload and other such bona fide management considerations. The Company will give at least five (5) working days advanced notice of a schedule change except in a case of emergency, unforeseen circumstances, or other bona fide contract performance requirements. Nothing in this article is intended to limit the company's right to schedule and employee for less than an eight (8) hour workday and/or less than a forty (40) hour work week because of the nature of the work provided under the Ft. Stewart/Hunter Army Airfield contract.
- 10.3 Where employees are required to maintain continuous operations of departments or assignments, days off may be rotated consistent with bona fide operational requirements. Each employee shall be scheduled so as to be normally off duty two (2) consecutive days of their workweek if operational requirements



permit. The Company will make every effort to arrange work schedules so that a maximum number of employees will be off duty on Saturday and Sundays.

- 10.4 The Company will make every reasonable effort, consistent with its operating requirements, to notify affected employees prior to quitting time Thursday of required work on Saturday and/or Sunday unless emergency situations or other bona fide contract performance requirements make it impracticable to give such notice.
- 10.5 **MEAL BREAKS.** Employees working four (4) or more hours consecutively shall receive a thirty (30) minute unpaid meal period. The meal period shall be given as close to the middle of the work period as possible and practicable. Except in a bona fide emergency situation, no employee is authorized to work, on his own volition, through meal breaks, i.e., without the approval of his supervisor. In the event an employee cannot be provided a meal period due to mission support requirements, and depending on those mission requirements, he shall be paid for the meal period.
- 10.6 **REST PERIODS.** Employees shall receive rest periods not to exceed fifteen (15) minutes during each four (4) hours worked. Smoke breaks will be in keeping with rules and regulations of the customer and will be taken in conjunction with the two (2) fifteen-minute breaks. Rest periods will be given as near the middle of the forenoon, afternoon, or evening work period as possible. Rest periods shall be paid time and considered time worked. The Company retains the right to schedule rest periods.
- 10.7 In cases of emergency, an employee may be called back to work from a lunch or rest period.
- 10.8 **CLEAN UP.** Immediately prior to the end of the workday, employees assigned work in trades related job classifications will be normally allowed fifteen (15) minutes paid duty time for clean-up and storage of tools and equipment and for the completion of administrative paperwork (L&Es, ordering material and completion of the daily tasks).
- 10.9 Shift differential will be as follows:

First Shift	12:00 midnight to 7:00 AM	\$1.20
Second Shift	7:00 AM to 4:00 PM	\$0.00
Third Shift	4:00 PM to 12:00 midnight	\$1.00

Employees in the Central Energy Plants, the Water Plants, and the Rover positions are eligible for shift differential when they work four (4) hours or more during a duty period on shifts one or three.



ARTICLE 11 – JOB ANNOUNCEMENTS

- 11.1 JOB POSTING.** The Company will announce all job openings for which no eligible employee is laid off and will post the openings for a period of seven (7) working days, unless due to unusual and extenuating circumstances, the Company needs to fill the slot earlier. The posting will include the duties of the available position and the qualifications necessary for successful performance and all other particulars concerning the job and necessary to complete a reasonably adequate application. Job postings will be distributed to Leads via intra-office mail and provided to the union at least at the same time the position is posted. The Company reserves the right to simultaneously recruit outside the Bargaining Unit for positions during the internal posting period. The union will be forwarded by email a copy of all internal and external job postings.

Employees desiring to bid on a job vacancy may do so by submitting a completed Job Posting Application prior to the close of the posting period.

- 11.2 TEMPORARY ASSIGNMENT.** An employee who is temporarily assigned by management to perform the duties of a job classification in a grade which has a higher wage rate, shall be paid the rate of the established scale for higher job classification for the time actually worked in that higher classification. An employee, who is temporarily assigned to perform the duties of a job classification that has a lower wage rate, shall be paid his regular rate for such assignment. Management will provide the employee one (1) copy of the written authorization/confirmation of the assignment to be attached to the employee's timesheet and one (1) copy for his personal records.

ARTICLE 12 – WAGES

- 12.1 WAGES.** Wages shall be set forth in Appendix "A" of this Agreement. Leads are paid \$2.00 above the rate of the job classification.
- 12.2 Lead Pay Differential**
- A. Classification Lead: The Company may assign a Lead to oversee a specific workgroup classification such as Electricians, HVAC Mechanics, etc. Employees serving in Lead positions, as approved by the Company, shall receive \$2.00 above the rate of the job classification as identified in Appendix A. In recognition for this differential, the Union and those employees serving in a Lead position recognize that the duties include performing administrative duties, assigning work, and maintaining workflow and work completion. However, it is understood that such duties will not include responsibilities associated with disciplinary action procedures.
 - B. Temporary Lead: The Company may designate a Temporary Lead in a specific workgroup classification on a temporary, daily, or weekly basis to direct the activities of employees and the department in absence of the assigned Lead. Employees serving in Temporary Lead Positions, as designated by the Company, shall receive \$2.00 above the rate of the job classification as identified in Appendix A. In recognition for this differential, the Union and those employees serving in a Temporary Lead position recognize that the duties include performing administrative duties, assigning work, and maintaining workflow and work completion. However, it is understood that such duties will not include responsibilities associated with disciplinary action procedures.



12.3 **CALL IN.** The term "call in" shall mean when an employee is not regularly scheduled to work but shall not include extension of an employee's regular work shift at such time as employee is requested or required to report for work at a time earlier than his normal starting time or required to remain at work for a period of time exceeding his normal quitting time. In the event an employee is called in to perform duties, after having completed his regular shift, he shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the appropriate overtime rate. This four (4) hour "call in window" shall begin immediately upon the employee clocking in and ends exactly four (4) hours later. Any additional calls requiring the employee to perform duties within this four (4) hour "call in window" will be completed without any additional compensation. Once a "call in window" has closed, any call requiring an employee to perform duties will automatically result in a new four (4) hour "call in window" to be opened. The call-in period will last until the employee's regular work shift begins. Travel time to and from the job site and the employee's home shall not be compensable.

The on call scheduled employee shall be held responsible for responding to all calls within the local contractual requirements as communicated by the local management. Should the employee be unable to respond to a call due to circumstances beyond his/her control, the employee shall immediately contact the appropriate management personnel for direction. An employee who fails to respond to a call will be subject to discipline up to and including termination.

Employees who are on call will receive one (1) hour of straight pay for everyday they are on call unless they get a call that day. If the employee is called in, they will not receive that hour. If the on-call employee receives a call and does not answer that call the employee will have 15 minutes to return the call. If the on-call employee does not return the call within the 15 minutes time period disciplinary action will be taken as follows:

- 1st Offense – Written warning and the employee will not be paid the 1 hour.
- 2nd Offense _ 2-day suspension and the employee will not be paid the 1 hour.
- 3rd Offense – Termination.

If the employee does not call back the on-call supervisor will be called and will take the appropriate action.

12.4 **OVERTIME.** All time worked in excess of forty (40) hours in any work week, exclusive of unpaid meal periods, shall be considered overtime and shall be paid at the rate of time and one half or as otherwise prescribed by law.

Overtime shall be assigned as equitably and as fairly as practical among employees qualified to perform the work in the job classification in which the work occurs. Overtime will not be distributed or withheld as a reward or penalty.

Nothing in this Agreement shall require or allow the pyramiding of overtime or the payment of overtime on overtime.

12.5 **SHIFT DIFFERENTIAL.** Employees assigned to work at the Central Energy Plant, Water/Wastewater Plant and Rover positions who are assigned and work the regularly scheduled first or third shift shall receive a differential according to Article 10.9 of this Agreement. Should an employee who normally works the regularly scheduled second or third shift have his day extended prior to the beginning or beyond the end of his shift, he shall have the differential included in the computation of overtime.



- 12.6 The Company shall ensure that paystubs for all CBA employees include their current leave balances and any OJC (Other Job Classification rates).

ARTICLE 13 – HEALTH AND WELFARE

- 13.1 During the term of this Agreement, the Company agrees to provide full time employees and part time employees working thirty (30) or more hours on a recurring basis throughout the year with the opportunity to participate in the Company's Health and Welfare benefits and full time and part time employees the opportunity to participate in the Company sponsored 401 (k) Plan. These plans and their Summary Plan Descriptions, which may change from time to time, shall become incorporated as a part of this Agreement.

- 13.2 **FRINGE BENEFIT.** All Bargaining Unit employees are eligible for a fringe benefit entitlement, as outlined below. The fringe benefit will be paid on a per hour basis computed all hours paid up to forty (40) hours per week.

Bargaining Unit employees can elect to receive their fringe contribution paid out as taxable income which will allow them to purchase health insurance outside of Pegasus Support Services, LLC. All bargaining unit employees who elect this option and do not enroll in the company's insurance will be required to show proof of insurance coverage or will be automatically enrolled in the company's health insurance plan.

Any employee who elects to receive their fringe contribution paid out pursuant to this Article may elect to receive said fringe contribution as regular taxable income included in the employee's regular pay or may elect to have said fringe contribution deposited into the employee's 401k plan account pursuant to applicable state and federal tax regulations.

The employees who are enrolled in the company's health insurance plans, the fringe amount will be applied toward premium cost for the health insurance and the remaining amount, if any, shall be deposited into the employee's 401 k plan account.

In the event the contribution (based on the hourly fringe benefit multiplied by the hours paid up to forty (40) hours per week to an employee) by the company for health and welfare benefits, is less than the required contribution rate, the company shall deduct from the wages of each employee an amount equal to the difference.

	Effective 12/1/2021	Effective 12/1/2022	Effective 12/1/2023
Tier 1 (Paid Out/Taxable Income Rate)	\$6.06	\$6.42	\$6.80
Tier 2 (insurance/401K Deposit rate)	\$6.71	\$7.10	\$7.54

The Tier 2 rate will also be used for employees who have the full amount deposited in their 401k accounts and do not take insurance.



ARTICLE 14 – HOLIDAY

14.1 The following days shall be observed as holidays under this Agreement:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floating Holiday

Note: An employee shall provide at least forty-eight hours of notice to the Company of his intent to take his floating holiday by properly submitting the Paid Time Off request in accordance with the Company policy.

The above holidays will be observed on the same day that the USDOD observes them.

- 14.2** Regular full-time employees will receive eight (8) hours holiday pay for each holiday if they are in a pay status during the week the holiday occurs and are in a pay status immediately preceding or immediately following the holiday unless he was on an authorized day off. A physician's certification may be requested for any employee who calls in sick the day before or after the holiday.
- 14.3** Holiday Pay shall consist of eight (8) hours pay at the employee's straight time rate.
- 14.4** An eligible employee who is not required to work on the day observed as a holiday shall receive his regular workday pay at his straight time rate of pay. An employee who is required to work on one of the above listed holidays shall be paid holiday pay at his straight hourly rate of pay plus pay for all hours worked at the appropriate rate of pay. An employee who is required to work on the day observed as a holiday and who does not report for work, without a sufficient excuse, shall not normally be paid for the holiday.
- 14.5** If a holiday occurs during an eligible employee's scheduled vacation the employee will not be charged a vacation day for the holiday and the observed holiday shall be paid as holiday pay.
- 14.6** When one of the designated holidays falls on an employee's scheduled day off the holiday will be observed on the employee's scheduled workday closest to the holiday.
- 14.7** Holiday pay is not considered time worked and shall not be considered for purposes of computing overtime.



ARTICLE 15 – PAID TIME OFF

- 15.1** **ELIGIBILITY.** All employees shall be eligible for Paid Time Offs on their anniversary date of employment on the following basis:

156 hours after one (1) year of continuous service earned at the accrual rate of 6.00
204 hours after four (4) years of continuous service earned at the accrual rate of 7.85
284 hours after nine (9) years of continuous service earned at the accrual rate of 10.92

Regular part time employees are entitled to a prorated amount of Paid Time Off based on their worked hours.

- 15.2** Continuous service for the purpose of this Article includes the whole span of continuous service with the current employer or its predecessor (s) as defined under the Service Contract Act. The term “continuous service” shall encompass total time spent in the employ of the Company, combined with the total time spent in the employ of any predecessor company holding a service contract(s) with the Federal government.

15.3 **USE OF PAID TIME OFF**

- 15.3.1** Paid Time Off shall be earned as of the employee’s anniversary date of hire and shall be computed at the employee’s straight time base hourly rate in effect at the time the Paid Time is scheduled to commence.

- 15.3.2** Paid Time Off may be taken in quarter (.25) hour increments.

- 15.3.3** In the case where the employee is taking 5 days or more of Paid Time Off a minimum of two (2) weeks advanced written notice shall be given for the requests.... Such requests are subject to Company approval, contingent on bona fide workload considerations. The Company will provide a response to the employee (confirming or denying the request) in writing within seven (7) days of receipt of the Paid Time Off request.

- 15.3.4** When possible, Paid Time Off will be scheduled from each employee’s anniversary date to the next anniversary date. During the first year of employment Paid Time Off credit will be accrued by eligible employees each pay period proportional to the total amount the employee would accrue annually based on the employee’s years of service. Employees may use their Paid Time Off after they have completed their ninety (90) days probationary period.

- 15.3.5** An employee may donate unused Paid Time Off to another employee who is paid the same rate or lesser wage rate than the receiving employee.

- 15.3.6** In the event the Company is unable to accommodate a Paid Time Request of 5 or more days commensurate with the employee’s anniversary dates, due to bona fide priority needs of Company operations, carryover of Paid Time Off t will be allowed. The carried over Paid Time Off will be utilized by the employee upon a mutually agreeable date between the Project Manager and the employee affected but not in conjunction with the New Year’s Paid Time Off entitlement.



15.3.7 In the event of termination, earned Paid Time Off that is unused will be paid out.

15.3.8 Paid Time Off shall not be used in the calculation of overtime.

15.3.9 Any earned unused Paid Time Off as defined in this Article shall either be paid to the employee by the second pay period ending in the month of each employee's anniversary year; however, the employee has the option to carry over into the next anniversary year, no more than 120 hours of accrued Paid Time Off. Any unused balance exceeding 120 hours will be automatically paid out if an employee elects the carry over option.

15.3.10 If an employee has exhausted their Paid Time Off, they will not be able to use leave without pay without prior approval from their supervisor.

ARTICLE 16 – BEREAVEMENT

16.1 In the event of a confirmed death in the immediate family, a non-probationary full-time employee shall be granted paid bereavement leave of not less than three (3) days if the location of the funeral is less than 300 miles from the employee's home and up to five (5) days if the location of the funeral is over 300 miles from the employee's home. Time off must be taken in consecutive workdays for the purpose of attending the funeral and addressing other death related matters. Pay shall be computed at the employee's straight time hourly rate.

16.2 The immediate family is defined as:

Spouse

Parents, and Spouse's Parents

Brother/Sister, and Step/Half Brother/Sister

Sons, Daughters

Grandparents and spouse's Grandparents and Step-Grandparents

Aunts/Uncles

Grandchild and Step-Grandchild and their Spouses

Domestic partner

ARTICLE 17 – JURY DUTY

17.1 When a regular full time or part time employee is called for jury duty or is subpoenaed by a U.S. Government agency, he shall provide a copy of the summons to serve on jury duty or a copy of the subpoena promptly upon receipt to his supervisor. Any employee who is required to be away from work because of being called for jury service, serving on the jury, or responding to a subpoena, shall be paid the difference between the amount received by him for jury service or for a witness fee and his normal wages during the period required for such service. Employees shall be eligible for jury duty payment of wages as required under the laws of the state of Georgia.



- 17.2 For the purpose of this article, nothing herein shall be construed so as to obligate the Company to pay for any time away from work during which the employee's attendance is not required for Jury service or to respond to a subpoena (or similar legal process) nor shall the Company be obligated to pay an employee the difference between the amount received by him for jury service or as a witness fee and his normal wages for time that is required to satisfy such legal requirements.
- 17.3 Employees on jury duty will be required to secure a statement from the Clerk of the Court or other court officials, verifying the service rendered and the fees earned.

ARTICLE 18 – MILITARY DUTY

- 18.1 Any full-time employee who is called for military service including service in the Armed Forces of the United States including Reserve and National Guard components shall upon completion of such service, be restored to his position (provided such position exists) or an equivalent position, as required under the Uniform Services Employment and Re-employment Services Act.
- 18.2 A regular full-time employee who is called for temporary, scheduled active-duty tour, said employee shall be paid the difference, if any, between his military stipend and up to eighty (80) hours straight pay, per calendar year, or in accordance with the Uniformed Services Employment and Re-employment Services Act. A military pay voucher must be submitted to the company for calculation of any differential pay.
- 18.3 Seniority will continue to accrue during the military leave of absence. Health benefits, when applicable, will be provided by the Company for a two (2) week period of absence on military leave. If leave should last longer than two (2) weeks, payment of full premiums may be required consistent with the Uniform Services Employment and Re-employment Services Act.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.1 **FAMILY AND MEDICAL LEAVE**
In accordance with the Family and Medical Leave Act (FMLA), the Company will provide leave of absence and benefits to those eligible employees eligible under the act. Employees will have the option to use unpaid leave instead of paid leave.
- 19.2 **MEDICAL LEAVE**
An employee who is not eligible for Family and Medical Leave (FMLA), may be granted up to six (6) weeks of unpaid leave. Employees, who by reason of a bona fide illness require unpaid time off, will be granted an appropriate leave of absence upon presentation of documentation acceptable to management. Seniority will continue to accrue during such leaves. Employees must exhaust all paid leave before receiving unpaid leave.
- 19.3 **PERSONAL LEAVE (No Leave Accrued)**
An employee may be granted ten (10) days off in a leave status for compelling personal reasons. An employee may be granted up to ten (10) days off in a leave status for compelling personal reasons. Approval of the leave request must be made in advance and is at the discretion of and must be approved

by the Program Manager or designee. An employee must have maintained a satisfactory record of employment with the Company prior to any request to reasonably expect approval of the request. All paid leave must be exhausted before any Personal Leave will be approved.

19.4 EXCUSED ABSENCE BECAUSE OF CLIMATIC CONDITIONS

When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, management will notify employees and excuse them from duty for the period that the installation or part of it is closed consistent with latitudes provided in applicable rules and regulations of the Army and mission requirements at the time. Employees who are on annual or sick leave for the entire day will be charged leave for the entire day. It should be noted that Pegasus Support Services, LLC's mission requires installation support in adverse climatic conditions and excused absences will be determined on a case-by-case basis.

ARTICLE 20 – ABSENCE FROM DUTY

- 20.1** Employees normally shall not be absent from duty without permission, except for reasons of sickness, injury, or other such justifiable reason(s).
- 20.2** An employee who is prevented from reporting for duty by reasons of sickness or injury shall make every reasonable effort to promptly notify his immediate lead, supervisor, or Alternate Program Manager. Except when prevented by personal emergency, unforeseen circumstances, or other legitimate reason, notification is to be provided at least one (1) hour prior to the employee's regularly scheduled starting time to the department's first line supervisor. If the employee cannot reach their supervisor then they will need to contact the Alternate Program Manager. Shift workers should provide as much notification as practicable. In the event of continued absence, weekly notice to the Company may be required and, if so, this requirement will be communicated to the employee in writing.
- 20.3** For shift work, if the relief employee does not report to work for the beginning of his shift, the employee to be relieved shall notify his supervisor or Alternate Program Manager as soon as practicable. Except in an emergency situation, no employee shall leave a shift unattended if his relief does not report to work. Employees remaining at work under such circumstances will be appropriately compensated for the additional time expended.
- 20.4** An employee absent for medical reasons in excess of three (3) days or more may be required to present the Company with administratively acceptable documentation attesting to the employee's incapacitation for the entire period of that absence. An employee who has repeated medical absences which legitimately gives rise to suspected sick leave abuse may be required by the Company to obtain a physician's report for a period of absence of less than three (3) days duration. Such a requirement will remain in effect for a period not to exceed six months duration unless there exists additional evidence to extend the restriction for an additional period of up to six months.
- 20.5** If an employee is banished from the installation during their workday or night the company will escort them off the installation immediately and terminate the employee. If the banishment happens when the employee is not at work the Company will notify the employee of banishment and termination. The company will coordinate a time to meet and complete the termination checklist. The employee will receive the time worked and any unused Paid Time Off in their final check. If the individual is granted



access to the installation after an appeal has been made to the government then he/she is eligible for rehire for any open position where he/she meets or exceeds the qualifications.

ARTICLE 21 – WORK CLOTHING AND TOOLS

- 21.1** All uniforms required by the Company shall be furnished by the Company without charge to the employee. Such uniforms shall remain the property of the Company and shall be returned to the Company upon termination of employment.
- 21.2** The Company shall provide a reimbursement for the purchase of acceptable safety shoes and or acceptable prescription safety glasses to employees who are required to wear safety shoes/glasses in the performance of their duties, as determined by the Company and/or as required by law, rule, or regulation (e.g., OSHA). The reimbursement shall normally be up to \$300.00 total combined per calendar year. In order to receive this reimbursement, the employee must furnish the safety shoe/glasses purchase receipt and show evidence of the safety shoes/glasses purchased to his immediate supervisor or Deputy Project Manager.
- 21.3** Each employee shall be required to have the standard hand tools necessary to perform the duties inherent to their respective classification. The company shall furnish all specialized and shop tools. Any craftsmen's personal tools damaged through normal use in the course of employment shall be repaired or replaced, equivalent value, by the Company in a timely manner, provided said tools were inventoried with shop lead and noted by a supervisor, as well as stored at the project site
- 21.4** An employee will be required to sign for government furnished equipment and tools and may be held liable for the cost of lost or damaged government furnished equipment and tools where undue negligence or carelessness is shown to be the cause of the damage/loss.

ARTICLE 22 – SENIORITY

- 22.1** Seniority for the purpose of this Agreement is defined as the total unbroken length of an employee's service with the Company. Job classification seniority is defined as the total unbroken length of service an employee acquires in a particular job classification.
- 22.2** In the event two or more employees have the same seniority date, the most senior employee will be determined by using the last four digits of his respective social security number, the most senior being the employee with the lowest number.
- 22.3** Seniority lists of the employees in Job classifications shall be furnished to the Union semi-annually. The initial list shall be due thirty (30) days after the effectuation of this Agreement.
- 22.4** **NEW HIRE EMPLOYEES.** Employees shall be considered on new hire probation and not entitled to seniority until they have acquired ninety (90) calendar days of tenure with the Company. It is understood an employee must work continuously during the ninety (90) calendar day probation period and not have a break in service. For the purpose of this Section, an approved absence greater than five (5) working days



shall constitute a break in service. If a break in service occurs, the employee will have to restart the continuous ninety (90) calendar day new hire probation period upon return to work. Upon completion of the restarted ninety (90) calendar days probationary period of employment, the employee shall be considered a seniority employee and seniority shall accrue from the date of hire. The Company may transfer, lay off, or discharge new hire probationary employees and such actions shall not be subject to the grievance and arbitration provisions.

22.5 Full time employees are in one seniority group while part time employees are in a separate seniority group. Employees moving from part time to full time status or vice a versa will obtain a new full time or part time seniority based on their effective date of change.

22.6 **BROKEN SENIORITY.** Seniority shall be broken, and employees shall have their names deleted from the seniority lists under the following circumstances:

23.6.1 Discharge

23.6.2 Resignation

23.6.3 Retirement

23.6.4 Failure to comply with, in the case of layoff, the reduction in force and recall provisions as set forth in this Agreement.

23.6.5 Failure to be recalled from layoff within six (6) months after the date of such layoff.

23.6.6 After Determination of permanent total disability under worker's compensation.

22.7 In the event of conflict occurring when two or more employees request leave at the same time, first choice of Paid Time Off within each shop or work unit will be governed by seniority.

22.8 When an employee accepts a new position on the contract, the employee will be considered on probation and will be subject to a 30-day probation period. The Company may transfer an employee back to their original position at the same site (i.e., Fort Stewart, Hunter) if they are unable to perform in the new position during the 30-day probation period and such actions shall not be subject to the grievance and arbitration provisions.

ARTICLE 23 – REDUCTION IN FORCE AND RECALL

23.1 If a reduction in the number of employees should become necessary because of lack of work or for other justifiable work-related reasons, such reduction shall be affected only on the basis of qualifications and the least amount of seniority within the job classifications. Non-probationary employees may displace a less senior employee in the next lower job classification, provided the employee is fully qualified to do that job. The displacing employee shall only then be paid at the rate of the job classification he moved into. The last step in the reduction in force shall be the layoff of the employee with the least seniority in the lowest job classification affected by the procedures described above, or by an affected employee electing to accept the lay off from his current classification.

23.2 Full time employees laid off because of lack of work or for other work-related justifiable reasons shall be offered part time work if part time work is available, provided the full-time employee is fully qualified to perform the part time work even if this means replacing part time employees. Employees who accept



such part time work shall be regularly available for the scheduled hours of the part time job on a continuing basis.

- 23.3 Employees affected by a reduction in force in their affected classification will be notified in writing along with the union. The Company will make every effort to give at least thirty (30) days, but in any event, not less than 10 working days advance notice prior to any impending layoff.
- 23.4 The affected employee(s) given notice of a reduction in force shall indicate their election(s) to exercise the above displacement rights or accept the layoff within three (3) working days of the receipt of such notice. Failure to indicate to the Company the above election shall be considered an acceptance of layoff. No employee shall have the right to displace any employee in a higher job classification. Employees who are laid off due to a reduction in force may continue to accrue and retain seniority after effectuation of the layoff for nine (9) months only.
- 23.5 **RECALL RIGHTS.** Recall rights are effective for a period of nine (9) months from the layoff of reduction in force.
- 23.6 The employee with the most seniority who was laid off or reduced who has the skill and ability to do the work at once shall be recalled first. In the event there are multiple openings, the employee will be offered the job with the highest classification for which he qualifies first, with preference given to the job classification from which he was laid off. An employee who refuses a recall to a job below the highest classification to which he has recall rights shall also lose recall rights to other positions at or below the refused classification level; however, the employee will retain recall rights to higher job classifications, if he remains qualified. Once an employee is offered the equal job classification from which he was laid off, refusal to reinstate shall cause the employee to lose all recall rights and seniority ceases as of the date of refusal.
- 23.7 The company shall send a notice of recall by registered or certified mail to the last known address of the appropriate employee. Recalled employees must respond within two (2) workdays after receipt of notification and must report for work within ten (10) workdays unless extended by the company.
- 23.8 Notice by the company to the last address filed, as outlined above, shall be considered as fulfilling the recall notice requirements. An employee failing to comply with the provisions of this article shall be considered as having voluntarily resigned from service of the Company.

ARTICLE 24 – GENERAL PROVISIONS

- 24.1 **POLICY MANUAL.** In the event of any conflict between any provisions of the Company's policies, as they currently exist or as they may be amended from time to time and the Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail.
- 24.2 **DIRECT DEPOSIT.** Employees of the Company are encouraged to participate in and be paid their payroll entitlement by direct deposit. The direct deposit program is provided as a benefit to the employees and allows employees to receive their wages in a convenient and timelier manner. All employees must complete the appropriate forms so that direct deposit can be implemented. During the course of employment if an employee changes bank/credit union information in anyway, a new direct deposit application will need to be submitted as soon as possible to the payroll department. Untimely notification of change of account information may result in delays.

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- 24.3** **BARGAINING UNIT WORK.** The employer agrees that salaried and other non-bargaining unit employees will not perform work regularly assigned to bargaining unit employees, except in cases of emergencies, job instruction, training, developmental work, or to alleviate production difficulties. This section is not to be used to circumvent the integrity of the Bargaining Unit.
- 24.4** **INTERPRETATION OF AGREEMENT.** The only persons qualified to interpret this Agreement on behalf of the Union shall be the Representatives of the Union designated by the Union leadership, to include but not necessarily limited to Stewards, National Representatives, or the Officers, and other individuals as determined appropriate by the President. Only the President or his designee(s) shall have the authority to conclude written agreements with management.
- 24.5** The Union and the Company recognize the requirements for Trustworthy National Agency Check (TNAC), and/or security clearance, as well as maintaining unescorted access to all areas of Fort Stewart and Hunter Army Airfield, as a condition of employment and further acknowledge failure to obtain the required clearances will result in termination of employment.
- 24.6** The Company agrees to provide the training necessary for any continued certification/licensing requirements in accordance with the contract. Prior management approval must be obtained for this training. Management will have the discretion of the location for training.
- 24.7** The Company will reproduce and provide to all employees and new hires one complete copy of this labor agreement and any supplementation agreed to by the parties. Each newly hired employee will be given an application for Union membership or an agency fee deduction form.
- 24.8** The Company will meet with the Union prior to open enrollment to inform and review the Company's insurance plan designs and insurance rates for the next year. In addition, the Company will contact the Union and provide details on any annual increase of insurance premiums.
- 24.9** Upon adoption of this Agreement, the Company will provide to each employee a copy of the job description applicable to that employee and will provide a copy of the appropriate job description to each employee at the beginning of the calendar year thereafter. The Company will promptly provide to the employee a complete copy of the applicable job description at any time any change, modification, or amendment or other such is made to a job description. The supervisor or other responsible management official will discuss the duties and responsibilities and management expectations regarding Performance Requirements Summary (PRS) Matrix in the contract Performance Work Statement. This will be continually communicated through leads meetings and by ensuring monthly deliverable requirements are met. Employee input on how to streamline or improve processes is encouraged. A copy of each job description provided to the employee under this Section of this Article will be concurrently provided to the Union.
- 24.10** The company's subcontractors must comply with this Agreement.



ARTICLE 25 – DISCIPLINE PROCEDURE

- 25.1** It is the policy of the Company that all employees are to comply with the Company's standards of behavior and performance, and any non-compliance with these standards may be remedied through the disciplinary process. In the administration of this Article, a basic principle shall be that disciplinary action, when determined by the Company to be necessary, should be corrective and, where appropriate, progressive in nature. No employee shall be disciplined or discharged without just and sufficient cause.
- 25.2** The Company has established a progressive discipline policy, in which it attempts to provide employees with notice of deficiencies and opportunity to improve. In cases involving serious misconduct, such as but not limited to a major violation of policy, malfeasance, falsifying company documents, or insubordination, the procedure set in the policy may proceed directly to suspension or termination of employment.
- 25.3** A disciplinary action notice to the employee shall be invalidated after a period not to exceed twelve (12) months from the date of said notice. A disciplinary action based on a safety violation will be retained in the employee's personnel file up to three (3) years. Notices of suspension are placed in the employee's personnel file and remain part of their official record for up to three (3) years.
- 25.4** Disciplinary action must be issued no later than forty-five (45) days from the date of the incident giving rise to disciplinary actions. Failure to issue such a notice within that time frame will render the matter null and void and disciplinary action will thereafter be precluded for that incident. It is agreed that the time limits set forth may be extended by mutual agreement should a situation exist that warrants additional time for investigative or other pertinent purposes.
- 25.5** The company will provide the union, upon the employee's request, a copy of the disciplinary action.
- 25.6** Any such discipline shall be subject to the grievance arbitration procedure.

ARTICLE 26 – SAFETY

- 26.1** It is the desire of the parties to this Agreement to maintain high standards for safety in all areas of employment in order to eliminate as far as possible industrial accidents and illnesses.
- 26.2** It shall be the duty of the Company and the employees to maintain the workplace in a safe, clean, and sanitary condition. This presupposes that management has promulgated all general safety rules. The Company and such employees will comply with all applicable health and safety laws and regulations. The Union and employees agree to cooperate toward the objective of eliminating accidents and health hazards and the Company will continue to make reasonable provisions for the safety and health of all employees during the hours of their employment. Just as it is the responsibility of the Company to fully, adequately, and effectively communicate all pertinent safety rules to affected employees, it is the responsibility of the employees covered by this Agreement to observe all safety rules and practices in the performance of work and failure to do so may be deemed just cause for disciplinary action up to and including termination, depending on the severity of the demonstrated infraction. The union agrees that the Company may take disciplinary action, if warranted, up to and including termination of any employee covered by this Agreement who has been shown to intentionally expose himself or any other individual to

unsafe acts which could result in serious bodily harm. All employees must report any recognized work-related injury, no matter how slight, to his/her immediate supervisor or Alternate Program Manager as soon as practical but not later than the end of their shift if at all practicable.

- 26.3** When an employee believes that an unsafe or unhealthy working condition exists in the work area, such as when an employee is required to work alone in a dangerous situation which is beyond the call or observation of other workers, the employee shall promptly report the condition to his immediate supervisor or Alternate Program Manager. Management shall investigate the report. No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based on a claim that said job places his safety or another person's equipment, life safety, health, or property in danger. Pending a subsequent determination on the report, no employee shall be assigned to that task and said employee(s) may be assigned to other available work which they are qualified to perform. It is understood that an employee's abuse of this provision may be cause for disciplinary action.
- 26.4** It is the policy of the Company to support a drug free workplace in keeping with the spirit and intent of the Drug Free Workplace Act of 1988 and all other such applicable laws. The Company prohibits an employee to be under the influence of alcohol, intoxicants, narcotics, illegal drugs, or prescription drugs that have been abused. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of alcohol, intoxicants, narcotics, illegal drugs, or other controlled substances in the workplace or while in a duty (paid) status on or off the Company's premises is strictly prohibited. As part of its policy, the Company conducts pre-employment, reasonable suspicion, post-accident, and periodic random drug and alcohol testing.
- 26.5** It is the Company's practice to proactively provide Safety and Health Toolbox communications for all employees. These communications address current and specific work activities and potential hazards, along with enhancing general safety and health awareness. In addition, the Company holds Accident Review Board Meetings to determine if accidents are preventable or non-preventable, while implementing corrective actions to prevent future incidents. One member, designated by the Union President, is to be present on the board.
- 26.6** It is the Company's intention to ensure that no employee is exposed to hazards greater than the industry standard as recognized by OSHA and/or EPA and should an employee be required to work within an environment of increased risk, the Company shall take any and all necessary precautions and actions in compliance with OSHA/EPA regulations.
- 26.7** The Company shall provide Job required personal protective equipment at no cost or through a reimbursement allowance to the employee and the employee may be required to wear and utilize such equipment consistent with applicable OSHA and EPA regulations.

ARTICLE 27 – BULLETIN BOARDS

- 27.1** The Company agrees to provide space for use by the Union for the posting of notices of meetings, bulletins, and other union related matters. The Union agrees that the space so provided shall be used exclusively for matters relating to the bargaining unit described in Article 3, Recognition, and shall not be used for the posting of derogatory or disparaging comments regarding the Company, its management, its employees, its subcontractors, its customers, or the Union.

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- 27.2 All notices to be posted must bear the acknowledgement of the appropriate local Union representative and the Program Manager and are subject to removal by the Company if not so approved. Such approval will not be unreasonably withheld.

ARTICLE 28 – JOB CLASSIFICATIONS

- 28.1 Recognized job classifications and their basic hourly rates will be those as set forth in this Agreement.
- 28.2 If During the term of this Agreement, the Company finds the need to establish a new classification applicable to bargaining unit employees, the Company will notify the Union of the job title and negotiate the wage rate.
- 28.3 Where possible, the job descriptions shall be based on the U.S. Department of Labor Service Contract Act, Directory of Occupations, a copy of which will be provided to the Union.

ARTICLE 29 – BONUS PROGRAM

- 29.1 The Company in recognition of the contributions of the employees in service to the company's customer will implement the Bonus Program under the terms of this article. The Bonus Policy operates on a quarterly basis. At the end of each quarter when the company is awarded an Award Fee from its customer, 30% of the amount of the award fee will be given as a performance bonus to the eligible employees as defined below. Bonus amounts will be paid during the first pay period following the receipt of the Award Fee dollars from the customer. If the company is not awarded an Award Fee the company will not be paying out any bonuses.
- 29.2 Employees eligible for bonuses are those who have been employed by the company for the entire quarter that the award fee was granted and has not incurred written warning(s) during the same period. Part time employees who regularly work twenty or more hours per week are also eligible to participate under this policy, but bonuses paid to such employees will be paid as noted below:

FT Employees 100% of the amount the employee is eligible for

PT Employees 75% of the amount the employee is eligible for

Temporary, casual, and non-regularly scheduled on-call employees, regardless of the number of hours worked, are not eligible to participate.

- 29.3 Each eligible employee who meets the above standards will be eligible to participate in the Award Fee Bonus Program. The Bonus Program will consist of 30% of the amount the company receives as the Award Fee. This 30% will be divided equally among the employees and paid out as defined above.

No pro rata Award Fee Bonuses are paid for employees who fail to meet the standards.



- 29.4 Each Award Fee Bonus is considered to be taxable income to the employee and must be added to the employee's compensation in the year in which they are awarded.
- 29.6 The Company shall provide notice to Union within Fifteen (15) days after Company receives the Award Fee Letter that an Award Fee has been granted to Company.

ARTICLE 30 – SEPERABILITY OF THE AGREEMENT

- 30.1 Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

ARTICLE 31 – FLEET SAFETY PROGRAM DISCIPLINARY ACTION

Purpose:

Discipline policy for employees who have an at-fault accident while operating company vehicles or equipment. This is a guide, and the Company reserves the right to deviate from the procedure if a situation warrants.

Responsibilities:

Supervisors, Site Managers, and Program Managers will be instrumental in the implementation of this procedure. The Director of Operations, Director of QC/Safety, and Human Resources will monitor disciplinary actions to ensure they are applied uniformly. The following listed positions are members of Accident Review Board: QC/Safety Manager, Alternate Program Manager, the employee's supervisor, and a representative of the Union.

Intent of the Procedure:

It is the goal of the Company to ensure the safety of our employees. At-fault accidents that are a result of negligence are costly to the Company, the Company's customer, and can result in harm to the employees. On-site safety awareness will be daily.

Procedure:

All new employees will be briefed on the importance of reporting accidents. Driver's Safety Training will be provided on a quarterly basis. The following guidelines will be used to discipline employees regarding at-fault vehicle accidents.

Disciplinary Action:

An employee who had an at-fault accident operating a Company vehicle or equipment in performance of assigned work will have to pay the Company's insurance deductible up to \$500.00. If the employee has been employed by the Company for 10 years or more the employee will not have to pay the \$500.00 deductible on the first accident. If that same employee employed for 10 years or more by the Company has another at-fault accident within 12 months from the first accident, the employee will be terminated.

All accidents are reviewed by the Accident Review Board which will include a representative from the Union. The accident review board reviews all the documentation and makes a determination on whether the accident is not



at-fault or at-fault. The Safety Department obtains an outside estimate for the cost of repairs. If the cost for repairs is over the \$500 deductible the employee will be responsible for paying the \$500. If the cost is under the \$500 deductible, the employee will pay the amount of the repairs. In both cases the cost can be divided into three deductions and will be taken out of the employee's check. Employees involved in two cases of at-fault vehicle accidents within a 12-month period will be terminated.

At-fault accidents exceeding \$25,000.00 will be discussed with the Director of Operations, QC/Safety Director and Human Resources prior to implementing any discipline. Depending on the circumstances, an employee may be terminated.

All at-fault accidents in excess of \$1500 will require the employee to attend an approved Safe Driving School at their own cost and on their own time. The school must be attended and passed within one month of the at-fault determination. The school's curriculum must be reviewed and approved by the local QC/Safety Manager to ensure it meets the proper requirements. A copy of the Certificate of Completion must be provided to the site's Human Resources representation for the employee's personnel file. Failure to provide a Certificate of Completion will result in further discipline up to and including termination.

Any rear-end accident for which the probationary employee (less than 90 days employed with the Company) is at-fault (Company employee rear-ends another vehicle) will result in the employee being terminated.

All disciplinary actions will be documented and placed in the employee's file at the Corporate Human Resources office and a copy at the site.




SIGNATURE PAGE


This Agreement is the result of negotiations between the parties.


IN WITNESS WHEREOF the parties hereto have set their hands and seals by their duly authorized Officers and Representatives as of the day and year first above written.

For: Pegasus Support Services, LLC (and assigns)

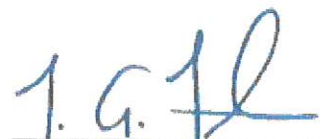
For: American Federation Government
Employees, Local 1922

 12/17/2020
Kay Tibbetts
VP of Business Services
Pegasus Support Services, LLC

 12/17/2020
Mark DeUnger
Union President

 1/4/2021
Kathy Oselio
Director of Human Resources
TSAY Corporation

 12/17/2020
George Keithley
Union Representative

 12/17/2020
Travis Fleetwood
Union Representative



APPENDIX A

JOB CLASSIFICATION	HOURLY RATE EFFECTIVE 10/01/2020	HOURLY RATE EFFECTIVE 12/01/2021	HOURLY RATE EFFECTIVE 12/01/2022	HOURLY RATE EFFECTIVE 12/01/2023
APPLIANCE MECHANIC	\$24.52	\$25.26	\$25.95	\$26.66
AUTOMOTIVE WORKER	\$20.49	\$21.10	\$21.69	\$22.28
ELECTRONICS MAINT TECH II	\$31.81	\$32.76	\$33.67	\$34.59
ENGINEERING TECH III	\$27.90	\$28.74	\$29.53	\$30.34
FIRE ALARM MECHANIC	\$25.86	\$26.64	\$27.37	\$28.12
FOREMAN, PEST CONTROLLER	\$26.19	\$26.98	\$27.72	\$28.48
GENERAL CLERK IV	\$19.68	\$20.27	\$20.83	\$21.40
GENERAL MAINTENANCE WORKER	\$22.97	\$23.66	\$24.31	\$24.98
HEAVY EQUIPMENT MECHANIC	\$29.75	\$30.64	\$31.49	\$32.35
HEAVY EQUIPMENT OPERATOR	\$29.75	\$30.64	\$31.49	\$32.35
HEAVY TRUCK DRIVER	\$24.12	\$24.84	\$25.53	\$26.23
HV ELECTRICIAN	\$31.14	\$32.07	\$32.96	\$33.86
HVAC MECHANIC	\$26.74	\$27.54	\$28.30	\$29.08
INSTRUMENT MECHANIC	\$34.26	\$35.29	\$36.26	\$37.26
DATA ENTRY OPERATOR II	\$19.18	\$19.76	\$20.30	\$20.86
LABORER	\$18.33	\$18.88	\$19.40	\$19.93
LOCKSMITH	\$24.66	\$25.40	\$26.10	\$26.82
MACHINERY MAINT. MECHANIC	\$30.92	\$31.85	\$32.72	\$33.62
MATERIAL COORDINATOR	\$29.71	\$30.60	\$31.44	\$32.31
MAINTENANCE TRADES HELPER	\$19.36	\$19.94	\$20.49	\$21.05
MAINTENANCE CARPENTER	\$24.66	\$25.40	\$26.10	\$26.82
MAINTENANCE ELECTRICIAN	\$26.37	\$27.16	\$27.91	\$28.68
MAINTENANCE MECHANIC	\$30.92	\$31.85	\$32.72	\$33.62
MAINTENANCE PIPEFITTER	\$29.13	\$30.00	\$30.83	\$31.68
MAINTENANCE PLUMBER	\$27.62	\$28.45	\$29.23	\$30.03
MAINTENANCE WELDER	\$25.86	\$26.64	\$27.37	\$28.12
MOTOR VEHICLE MECHANIC	\$22.39	\$23.06	\$23.70	\$24.35
PAINTER	\$27.70	\$28.53	\$29.32	\$30.12
PERIPHERAL EQUIP OPERATOR	\$22.02	\$22.68	\$23.30	\$23.95
PEST CONTROLLER	\$19.84	\$20.44	\$21.00	\$21.57
PIPEFITTER	\$29.13	\$30.00	\$30.83	\$31.68

JOB CLASSIFICATION	HOURLY RATE EFFECTIVE 10/01/2020	HOURLY RATE EFFECTIVE 12/01/2021	HOURLY RATE EFFECTIVE 12/01/2022	HOURLY RATE EFFECTIVE 12/01/2023
SERVICE ORDER DISPATCHER	\$19.18	\$19.76	\$20.30	\$20.86
SHEET METAL WORKER	\$25.86	\$26.64	\$27.37	\$28.12
TRUCK DRIVER, HEAVY	\$24.12	\$24.84	\$25.53	\$26.23
STATIONARY ENGINEER	\$28.45	\$29.30	\$30.11	\$30.94
STOCK CLERK	\$20.47	\$21.08	\$21.66	\$22.26
SUPPLY TECHNICIAN	\$22.79	\$23.47	\$24.12	\$24.78
WAREHOUSE SPECIALIST	\$20.07	\$20.67	\$21.24	\$21.82
WASTEWATER TREATMENT PLANT OP	\$24.52	\$25.26	\$25.95	\$26.66
WELDER	\$25.86	\$26.64	\$27.37	\$28.12

LEAD CLASSIFICATION	HOURLY RATE EFFECTIVE 10/01/2020	HOURLY RATE EFFECTIVE 12/01/2021	HOURLY RATE EFFECTIVE 12/01/2022	HOURLY RATE EFFECTIVE 12/01/2023
LEAD ENGINEERING TECH III	\$29.90	\$30.74	\$31.53	\$32.34
LEAD HEAVY EQUIP. OPER/MECHANIC	\$31.75	\$32.64	\$33.49	\$34.35
LEAD HV ELECTRICIAN	\$33.14	\$29.54	\$30.30	\$31.08
LEAD HVAC MECHANIC	\$28.74	\$29.54	\$30.30	\$31.08
LEAD LANDFILL OPERATOR	\$31.75	\$32.64	\$33.49	\$34.35
LEAD MAINTENANCE ELECTRICIAN	\$28.37	\$29.16	\$29.91	\$30.68
LEAD MAINTENANCE CARPENTER	\$26.66	\$27.40	\$28.10	\$28.82
LEAD MAINTENANCE PLUMBER	\$29.62	\$30.45	\$31.23	\$32.03
LEAD PEST CONTROLLER	\$21.84	\$22.44	\$23.00	\$23.57
LEAD SERVICE ORDER DISPATCHER	\$21.18	\$21.76	\$22.30	\$22.86
LEAD STATIONARY ENGINEER	\$30.45	\$31.30	\$32.11	\$32.94
LEAD WATER TREATMENT PLANT OPERATOR	\$26.52	\$27.26	\$27.95	\$28.66
LEAD WELDER	\$27.86	\$28.64	\$29.37	\$30.12

Memorandum of Understanding

Between

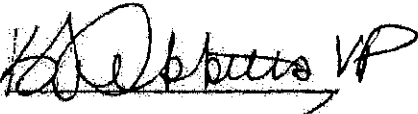
Pegasus Support Services, LLC

And

American Federation of Government Employees Local 1922

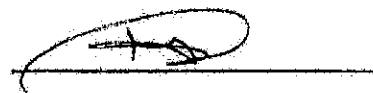
Pegasus Support Services, LLC and AFGE Local 1922 understand and agree that Article ^{12.3} ~~12.2~~ Call-In will begin and be effective on the date that the Collective Bargaining Agreement (CBA) is signed by AFGE Local 1922 and Pegasus Support Services, LLC. AFGE Local 1922 agrees and understands that this practice for an economic condition that would normally occur when incorporated into the contract by the Government, does not set a precedent for the enactment of other economic articles. KST

Pegasus Support Services, LLC



Kay S. Tibbetts, VP of Business Services

AFGE Local 1922



Mark DeUnger, Union President

Date

12/14/2020

Date:

12/14/2020