

# **AGREEMENT**

BETWEEN

HELIX MANAGEMENT SERVICES, LLC  
Employees at NASA Armstrong

AND

International Association of Machinists and Aerospace Workers  
AFL-CIO  
District Lodge 725  
Local Lodge 727-P, Palmdale, CA

January 18, 2023 – December 31, 2023

## Table of Contents

PREAMBLE .....	1
ARTICLE 1. - INTENT AND PURPOSE .....	1
ARTICLE 2. - RECOGNITION .....	1
ARTICLE 3. - BARGAINING UNIT .....	1
ARTICLE 4. - MANAGEMENT RIGHTS .....	2
ARTICLE 5. – SENIORITY .....	2
ARTICLE 6. - UNION SECURITY/MEMBERSHIP CHECK-OFF .....	4
ARTICLE 7. - UNION ACCESS .....	4
ARTICLE 8. - STEWARDS .....	5
ARTICLE 9. - DISCHARGE AND DISCIPLINE .....	5
ARTICLE 10. - GRIEVANCE PROCEDURE AND ARBITRATION .....	6
ARTICLE 11. - HOURS OF WORK AND OVERTIME .....	7
ARTICLE 12. - HOLIDAYS .....	9
ARTICLE 13. - VACATION AND PAID PERSONAL TIME .....	10
ARTICLE 14. - JURY DUTY .....	11
ARTICLE 15. - BEREAVEMENT .....	11
ARTICLE 16. WAGES AND JOB CLASSIFICATIONS .....	12
ARTICLE 17. - HEALTH AND WELFARE .....	13
ARTICLE 18. - 401K.....	14
ARTICLE 19. - LEAVE OF ABSENCE.....	14
ARTICLE 20. - NO STRIKES OR LOCKOUTS .....	16
ARTICLE 21. - BULLETIN BOARDS .....	16
ARTICLE 22. - EFFECT OF LAW .....	16
ARTICLE 23. - SCOPE OF AGREEMENT .....	17
ARTICLE 24. - NON-DISCRIMINATION .....	17
ARTICLE 25. - SAFETY AND EQUIPMENT .....	17
ARTICLE 26. - GENERAL PROVISIONS .....	18
ARTICLE 27. - Machinists Custom Choice Worksite Benefits Program .....	19
ARTICLE 28. - MNPL PAYROLL DEDUCTION .....	19
ARTICLE 29. - TEMPORARY EMPLOYEES .....	19
ARTICLE 30. - PART-TIME EMPLOYEES .....	20
DURATION.....	21

## **PREAMBLE**

This Agreement is made and entered into January 18, 2023 by and between Helix Management Services, LLC (Hereafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 725 and Aeronautical Industrial Local Lodge 727-P (Hereafter referred to as the Union) with respect to work performed at the NASA facilities located at Edwards Airforce Base, Edwards, CA and Palmdale, California and are covered by the Scope of Work for contract # NND 13AD53C.

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

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

## **ARTICLE 2. - RECOGNITION**

The Company herein recognizes the Union as the sole and exclusive bargaining agent as certified by the National Labor Relations Board Case No. 31-RC-175183 for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth.

## **ARTICLE 3. - BARGAINING UNIT**

All full time and regular part time employees employed by Helix Management Services, LLC at Edwards Airforce Base, Edwards and Palmdale, California in the following classifications: Electrician I and II, Fire Alarm Tech I and II, General Maintenance Worker, Grounds, HVAC Mechanic (Research Facility) I and II, Machinery Maintenance Mech., Maintenance Trades Helper, Plumber, Supply Technician, Janitor, Janitor Lead, DAOF Lead, Mechanical Lead, Electrician Lead, Fire Alarm Tech Lead, HVAC Mechanic (Research Facility) Lead.

Excluded - office clerical employees, professional employees, confidential employees, guards, and supervisors as defined in the Act, as amended.

#### **ARTICLE 4. - MANAGEMENT RIGHTS**

The management of the Company, to include administrative functions and the direction of the business, and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for just cause, which includes misconduct, dishonesty, poor attendance, tardiness, safety procedure and/or policy violation(s), sub-standard job performance, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services which employees shall perform, to direct, and instruct employees, including, but not limited to the determination of the number of employees to perform work, the quality of work standards and the required employee performance to meet such standards, to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work.

The management rights expressed in the above section shall not be deemed to limit any right of the Union contained in this Agreement.

#### **ARTICLE 5. – SENIORITY**

**Section 1.** Seniority of an employee is the length of their continuous service on the contract including time spent with predecessor Companies on the contract. An employee shall hold seniority in the job classification as listed in Article 16 of this Agreement to which they have been assigned.

- a) It is understood that seniority, defined in Article 5, Section 1, shall govern in the filling of vacancies within job classifications and the assignment of shifts.
- b) When vacancies occur in any job classification covered by this Agreement, the Company shall post notice of such vacancies for a period of seven (7) calendar days during which time the Company will only consider internal candidates. If two or more employees apply for and qualify equally for the vacancy, the employee with the most seniority shall be awarded the position.
- c) Employees transferring into the bargaining unit, will retain their Company date of hire for vacation and fringe benefit purposes only. Their union seniority date will be their date of transfer into the bargaining unit.

**Section 2.** The Company recognizes the principle of seniority and agrees that in cases of layoff, if two employees in the same job classification meet the contract specified qualifications the senior employee, by job classification, will be kept. The Company in an effort to ensure equal competency within job classifications will develop a training program to minimize gaps in required skills. Prior to the layoff, the Company and the Union shall meet and confer to discuss the impacts of this change to the affected employees. The Company shall notify affected employees at least two (2) weeks in advance of layoff or two (2) weeks of pay in lieu thereof. All affected employees shall be given notice in writing.

Employees selected for layoff may elect to bump into a lower rated classification for which they've previously held within the bargaining unit, provided seniority allows. The employee will inform the Company of their election to bump within five (5) business days following their receipt of notice of layoff.

**Section 3.** An employee shall lose their seniority and their continuous employment shall be broken for the following reasons:

- a) Resignation.
- b) Discharge for just cause.
- c) Layoff in excess of eighteen (18) months provided they were not absent longer than the period of time they previously worked.
- d) Failure to return to work at the expiration of a leave of absence.
- e) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall. If the employee being recalled is currently employed by another employer the employee will be allowed to give a courtesy two weeks' notice to the other employer before being required to return to work.
- f) An absence of three consecutive work days without reporting to the Company. Unless it is later proven that the employee was incapacitated and unable to contact the employer by phone due to circumstances out of their control or the employee is on FMLA/CFRA/Industrial Leave.
- g) Retirement.

**Section 4.** Each new employee shall serve a probation period of ninety (90) calendar days. If during the ninety (90) calendar day period it is found that the new employee is not suitable for the job, their employment may be terminated at the Company's sole discretion, without recourse to the grievance procedure. However, that this provision shall not be used for the purpose of discrimination as defined in Article 24.

**Section 5.** If an employee is recalled from a layoff to employment with the Company within eighteen (18) months, they shall have their seniority reinstated at the level they had prior to leaving provided they were not absent longer than the period of time they previously worked.

**Section 6.** All employees within a classification will be offered elective training by seniority, on a rotational basis, in accordance with the Company or Customer's need. The Company will determine the number of employees to be trained.

**Section 7.** In recall back to work, the employee with the most seniority in the open job classification shall be recalled first. An employee subject to recall shall be sent a certified or registered letter to the employee's address given at the time of their layoff or the last address provided by the employee after layoff.

## **ARTICLE 6. - UNION SECURITY/MEMBERSHIP CHECK-OFF**

**Section 1.** All employees covered by this agreement shall, as a condition of continued employment, become and remain members of the Union in good standing during the term of this agreement or pay an agency fee to the Union equal to the amount of monthly dues. All new employees covered by this agreement shall, as a condition of employment, become members of the Union immediately after thirty (30) calendar days of employment or pay an agency fee to the Union equal to the amount of monthly dues, and remain in good standing during the term of this agreement.

**Section 2.** The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender the periodic dues and fees uniformly required as a condition of acquiring or retaining membership in the Union. Upon receipt of authorization signed by the employee, the Company shall deduct from the employee's pay the initiation fee and monthly dues payable by them to the Union, in an amount as directed by the Union for the period specified, so long as they remain in the bargaining unit. The deductions listed above will be made from the employee's bi- weekly paychecks in equal amounts that total the dues the employee is responsible for each month. All funds so deducted shall be paid to the Union monthly. Shortfalls of full monthly dues for any reason shall be remitted to the union directly by the employee.

**Section 3.** Such payroll deductions shall be remitted, in excel formatting or equivalent, to the location as designated by District Lodge 725 by the fifteenth (15<sup>th</sup>) of the month following the month the payroll deductions are made. The Company shall furnish monthly to the Union a record, in excel formatting or equivalent, of those from whom deductions have been made and the amounts of the deduction.

**Section 4.** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article.

## **ARTICLE 7. - UNION ACCESS**

Accredited Representatives of the Union shall comply with the NASA and EAFB requirements regarding access to the base and shall have access to the appropriate areas of the base during working hours for the purpose of conducting Union Business pertaining to the provisions of this agreement.

## **ARTICLE 8. - STEWARDS**

**Section 1.** The Company recognizes the right of the Union to designate one (1) Shop Steward and one (1) Alternate Shop Steward from the bargaining unit. The Company shall be notified and furnished the name of the steward in writing. The Company will deal with any such designated steward until such designated steward has been revoked in writing by the Union.

**Section 2.** Such steward shall, after coordinating with his supervisor, be allowed reasonable time on-site during the regular working hours, not to exceed two (2) hours per week (except when performing investigation relating to a grievance), to present and process grievances without loss of time or pay during their regular working hours. In no event shall the presence of the steward disrupt or interfere with the work of the Company. Stewards shall not be paid for time spent handling grievances outside of their regular scheduled working hours.

**Section 3.** The Shop Steward will be placed at the top of their classification on the Seniority List and will be the last to be transferred, temporarily assigned, downgraded, or laid off while in such capacity.

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

**Section 1.** The parties agree that they will cooperate to foster a motivated and efficient workforce. Maintaining discipline is an essential element of this effort. The Company will retain the right to discipline employees by discharge, suspension, or other action. No disciplinary action will be taken without just cause.

**Section 2.** In all cases of discipline, the Site Manager will notify and meet with the Steward. Consistent with appropriate policies and procedures, the Site Manager will advise the Steward of the reason the action is being taken. The Site Manager or the Steward may request to have the employee(s) present at the meeting, whenever practical. The Steward will be given time to meet with the employee prior to meeting the Site Manager.

**Section 3.** When an employee is to be given corrective discipline, the principles of progressive discipline will be applied, unless the offense is so egregious that it may require an advance in step (with "Just Cause") as follows:

**Step 1** Verbal Counseling Documentation: Shall not be used for progressive discipline after six (6) months. Records are to be maintained only for archiving purposes.

**Step 2** Written Warning: Shall not be used for progressive discipline after twelve (12) months. Records are to be maintained only for archiving purposes.

**Step 3** Suspension/Final Written: Shall not be used for progressive discipline after eighteen (18) months. Records are to be maintained only for archiving purposes.

It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within twenty (20) work days following knowledge by the Company of the occurrence of the alleged violations.

The above specified time limit may be extended by written mutual agreement of the parties.

Notwithstanding the above outlined time frames, progressive disciplinary records will not be

removed from an employee's file if it was the result of a violation of the following Company policies: the Harassment Policy, the Sexual Harassment Policy, the Equal Opportunity Employer Policy or the Safety Policy where the violation resulted in a suspension. It is further understood that although an expired discipline documentation may remain in an employee's file, such discipline shall not be used in any progressive discipline, and will remain null and void, but may be relied upon to establish knowledge only.

**Section 4.** On the effective date of this agreement all prior discipline will be removed from employee's records.

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

**Section 1.** It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Supervisor and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the section of this Agreement alleged to have been violated and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed by the affected employee or by a union representative. Grievances shall be processed according to the steps and time and time limits specified. These time limits may be extended upon written mutual consent of the parties. A grievance may be filed by the Business Representative at step three (3) of the grievance procedure.

No grievance shall be filed or processed based on facts, events or omissions within the employee's knowledge which have occurred more than twenty (20) work days before such grievance is filed. Except for a bona fide pay discrepancy. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

**Step 1.** The employee involved shall first confer with their Deputy Site Manager in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work. If the dispute is not resolved amicably then the steward may reduce the grievance to writing. Within five (5) workdays after receipt of the grievance, the Deputy Site Manager shall submit a written answer to the affected employee and Steward.

**Step 2.** If not settled/resolved at Step 1, the Union may submit the grievance to the Site Manager within five (5) working days. The Site Manager and the steward shall meet in person within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the Site Manager shall submit a written answer to the Union Hall within ten (10) workdays.

**Step 3.** If not settled/resolved at Step 2, the Union may submit the grievance to the Company Director of Operations within ten (10) workdays. The Program Manager and the Union's Business Representative will meet in person or by telephone conference, within ten (10) workdays and attempt to resolve any grievance. If unable to resolve the grievance, the Company Director of Operations shall submit a written answer to the Union Business Representative within ten (10) workdays.



**Step 4.** The Union's Business Representative may submit, within thirty (30) workdays following the Company's Step 3 answer, written notice to the Company Human Resources Director of its intent to arbitrate. The Business Representative and the Human Resources Director will meet and attempt to resolve the issue, and if unable to resolve, the Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The Union and the Company shall alternately strike one name from such list (the Company and Union shall alternate which party shall make the first strike, Company to make initial strike) until only one name remains and that person shall be the arbitrator. The Parties will notify the Arbitrator of their selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

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

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

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

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

**Section 1.** Eight (8) consecutive hours, exclusive of a meal period of a minimum of thirty (30) minutes shall constitute a normal work shift.

**Section 2.** The workweek for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Saturday at 12:01 am and running through the following Friday at 12:00 am.

Five (5) days Monday through Friday shall constitute the standard workweek.

**Section 3.** All employees will receive two (2) uninterrupted paid ten (10) minute breaks per day. One (1) to be taken during the first half of their work day and one (1) to be taken during the second half of their work day.

In the event any employee is required to work beyond any eight (8) hour work day, the affected employee will receive an additional paid ten (10) minute break prior to commencing additional work and during each two hour period of additional work. The Company shall follow all state and federal laws.

Meal periods shall begin not earlier than four (4) hours after the start of each shift, and not later than five (5) hours after the start of each shift. An employee who is required to work overtime will be allowed a one-half (½) hour lunch break after four (4) hours of overtime worked in a day. If the employer requests the employee to work through a meal period, the employee shall be paid for the time worked in accordance with California state law.

**Section 4.** Shifts will be defined by their start times in the following windows:

First Shift:	Beginning 0500 to 1159
Second Shift:	Beginning 1200 to 2029
Third Shift:	Beginning 2030 to 0459

Shift preference will be assigned in accordance with Article 5 Section 1

Shift Premium: Employees covered by this agreement assigned to the second shift shall receive a shift differential of three percent (3%) per hour for all hours paid. Employees covered by this agreement assigned to the third shift shall receive a shift differential of five percent (5%) per hour for all hours paid.

When employees are changed from one shift to another all affected employees will be notified in writing at least ten (10) workdays in advance of the starting time of the new shift to which they are assigned. Should an employee be assigned prior to the ten (10) workdays of notification, they will receive overtime at the rate of one-and-one half (1.5) times the working rate in lieu of the notice period. If the change in shift is the result of an Emergency situation, the notice period is waived.

**Section 5.** On-Call: Employees will be paid \$100.00 per day while on-call. The Company will assign on-call duty to designated employees on a rotational basis. On-call duty will commence at the end of the employee's Friday shift, and will terminate at the start of the shift on the following Monday. On call pay also applies to holidays in the same manner.

**Section 6.** An employee who is scheduled or called in and reports for work at the scheduled time without having been notified not to report, shall receive pay not less than four (4) hours pay at their working rate. If more than four (4) hours are worked, the employee shall receive pay for actual hours worked.

**Section 7.** The Company will distribute scheduled overtime as equitably as practicable among the employees. The Supervisor will maintain an overtime use roster that records overtime both offered and refused. Overtime will be offered first to the employees lowest on the roster. The Steward will have access to the overtime use roster.

Overtime at the rate of one-and-one half (1.5) times the working rate will be paid for hours worked over eight (8) in a day and over forty (40) in a workweek. Overtime at the rate of double (2.0) the working rate, will be paid for hours worked in excess of 12 hours per day. Overtime at the rate of one-and-one half (1.5) times the working rate will be paid for the first eight (8) hours of time worked on Saturday and Sunday. All hours worked over eight (8) hours on Sunday will be paid at double (2X) the working rate of pay.

Any employee who has worked overtime at any time in the workweek shall not be given time off later in the week for the sole purpose of offsetting the overtime hours previously worked.

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

All vacation, holiday and PPT hours paid will be counted as time worked toward the computation of overtime pay.

**Section 8.** During the course of this labor agreement, the Company may request from the Union consideration for a four, ten-hour day schedule. The Company may request from the Union consideration for a nine eighty work schedule.

**Section 9.** There shall be no pyramiding of overtime. Nothing in this Agreement shall be construed as to require the payment of overtime on overtime, or the compounding of overtime as a result of computing hours in accordance with this Article.

**Section 10.** If the Government notifies the Site Manager that access to the work site is barred to "non-essential personnel" due to severe weather, natural disaster, or base/worksites closure for any reason, the employees will be paid for their regular scheduled workday provided the Government financially compensates the Company. If this occurs during working hours all non-essential employees will be sent home. Employees must verify management concurrence by calling the Site Manager. The Site Manager will notify employees scheduled to work on the day of the base/worksites closure not to report to the worksite.

**ARTICLE 12. - HOLIDAYS**

**Section 1.** Holiday pay is eight (8) hours pay, which is payable at the employee's base rate of pay. The eight (8) hours pay will be considered as time worked for the purpose of computing overtime.

**Section 2.** The following eleven (12) holidays will be observed each calendar year:

<b>New Year's Day</b>	<b>Martin Luther King Jr.'s Birthday</b>
<b>President's Day</b>	<b>Memorial Day</b>
<b>Juneteenth National Independence Day</b>	<b>Independence Day</b>
<b>Labor Day</b>	<b>Columbus Day / Indigenous Peoples' Day</b>
<b>Veteran's Day</b>	<b>Thanksgiving Day</b>
<b>Christmas Day</b>	<b>Floating Holiday (1)*</b>

\*Floating Holidays will be used at the employees request with prior approval. Employees must work the last scheduled work day prior to and the first scheduled work day following the holiday to be eligible for the holiday pay.

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

**Section 4.** Any federally observed holiday, stated above, will be observed under the same schedule observed by NASA. When a holiday falls during an employee's vacation, the holiday will not be charged as vacation. The employee will receive holiday pay for the holiday.

**Section 5.** Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed at the base will be observed in addition to the holidays listed above provided the Government financially compensates the Company.

### **ARTICLE 13. - VACATION AND PAID PERSONAL TIME**

**Section 1.** Each employee shall be entitled to accrue vacation based on the following schedule:

- 3.077 hours per pay period (80 hours) on initial employment.
- 4.615 hours per pay period (120 hours) at the commencement of the fifth (5<sup>th</sup>) year of continuous service.
- 6.154 hours per pay period (160 hours) at the commencement of the ninth (9<sup>th</sup>) year of continuous service.
- 7.692 hours per pay period (200 hours) at the commencement of the twentieth (20<sup>th</sup>) year of continuous service.

This vacation schedule will be effective upon the date of this Agreement, and the accruals will be adjusted accordingly.

**Section 2.** Employees are requested to make their written vacation request as far in advance as reasonable. It is understood that vacation approvals are accepted and approved on a first come first serve basis. In the event that there are multiple requests submitted at the same time for the same time off, the employee with the higher seniority will be approved first. It is understood and agreed that once a request is approved, it is not the intent of this language to allow seniority to rescind approved requests. The Company agrees to allow employees to take vacation before it is earned each year so that employees are not required to wait until late in the year for vacation. Employees requesting to use unearned vacation may be approved to use no more than forty (40) hours per year of annual vacation accrual. If an employee's vacation balance is negative upon termination, the negative hours will be deducted from the employee's final paycheck.

**Section 3.** Vacation pay shall be computed at the employee's base rate. Employees must use vacation time in increments of no less than one half (.5) hour a day.

**Section 4.** Employees will be paid out the balance of any vacation time earned upon termination of employment, or being laid off.

**Section 5.** Employees are allowed to accrue up to 200 hours. Once the cap is reached, vacation accrual will cease until the employee uses vacation time.

**Section 6.** All hours in excess of one year's vacation accrual will be paid out to the employee January 1<sup>st</sup> of each year and during contract turnover.

**Section 7.** PAID PERSONAL TIME (PPT): On January 1 of each year, employees will receive fifty-six (56) hours of PPT.

PPT may be utilized for sickness, medical appointment, or personal reasons in minimum increments of one half (1/2) hour. When an employee desires to use PPT for reasons other than illness, such time off must be requested in advance, insofar as possible.

#### **ARTICLE 14. - JURY DUTY**

An employee required to be absent from their employment to serve on a jury shall be paid their working rate of pay for all regular scheduled straight time hours for each day of jury service to a maximum of 3 working days per calendar year. Such absences shall be supported by a statement signed by the Court Clerk certifying as to each day of jury duty.

An employee who is subpoenaed to court as a witness and is not involved directly in the case shall receive all benefits and pay and operate under the same conditions as outlined in this Article subject to the same combined maximum of 3 working days per calendar year.

#### **ARTICLE 15. - BEREAVEMENT**

Employees shall be eligible to receive up to five (5) paid days of bereavement leave when a death occurs in their immediate family and up to three (3) paid days of bereavement leave when death occurs in non-immediate family. Immediate family is defined as parent, grandparent, spouse, domestic partner, child, grandchild, brother, sister, stepparent and step-children. Non-immediate family is defined as mother-in-law, father-in-law, step-brother, step-sister, step grandparents, step grandchildren, brother-in-law, sister-in-law and, foster children or any relative that lives with the employee. Proof of the death and funeral details may be requested.

An additional two days' pay will be granted if travel to the funeral is more than 300 miles round trip.

Bereavement leave will not be counted against paid personal time (PPT), vacation or sick leave.

## ARTICLE 16. WAGES AND JOB CLASSIFICATIONS

**Section 1.** The following hourly rates of pay shall prevail during the term of this agreement.

<b>Title</b>	<b>Current</b>	<b>3/1/2023</b>
Electrician I	\$36.73	\$38.93
Electrician II	\$44.22	\$45.99
Fire Alarm Tech I	\$27.75	\$29.42
Fire Alarm Tech II	\$39.22	\$41.57
GMW	\$25.89	\$27.44
Grounds	\$19.03	\$20.17
HVAC Mechanic (Research Facility) I	\$31.59	\$33.49
HVAC-Mechanic (Research Facility) II	\$39.22	\$41.57
Machinery Maintenance Mech	\$29.61	\$31.39
Maintenance Trades Helper	\$18.58	\$19.69
Plumber	\$32.95	\$34.93
Supply Technician	\$32.02	\$33.94
Janitor	\$17.90	\$18.97
Janitor Lead	\$19.81	\$21.00
DAOF Lead	\$35.03	\$37.13
Mechanical Lead	\$35.03	\$37.13
Electrician, Lead	\$49.40	\$51.38
Fire Alarm Tech, Lead	\$43.38	\$45.98
HVAC Mechanic (Research Facility), Lead	\$45.38	\$47.20

**Section 2.** Temporary Assignments. Any employee(s) assigned to work in a higher classification shall be paid the higher classification rate, while performing the work in that classification.

## ARTICLE 17. - HEALTH AND WELFARE

**Section 1.** Group Medical & Dental Insurance: The Company will, during the life of the bargaining agreement, maintain and contribute to the cost of health and dental care insurance for bargaining unit personnel and an Employee Opt-Out of any or all coverage. The offered group insurance plans may be modified from year-to-year for cost containment, improved coverage, ACA compliance and other legally required or carrier imposed changes. It is understood that the Company, in the best interests of all its employees, may need to change vendors of health care, dental care or life insurance. To the extent possible, the new plans will be comparable to the incumbent plan. The Company will provide advance notice of such a change to the Union and will meet with the Union to review any resulting modifications. The bargaining unit employees will be offered the same medical, dental and vision programs offered to its non-represented employees. Employees may choose from various health and welfare plans that are offered by the Company. The cost of the plans will be offset by a health and welfare benefit paid to the bargaining unit member employees. In accordance with the table below..

March 1, 2023	\$7.50
---------------	--------

Opt-out option: Employees may elect to waive health insurance coverage and the Company will deposit the amount earned in Health and Welfare benefits into HMS 401(k) Plan on a quarterly basis. Proof of alternate coverage is required.

**Section 2.** Dental, Vision and Chiropractic: Employees may opt to purchase only the Company's optional vision benefit and/or either Dental Plan without participating in the Health Insurance Coverage.

**Section 3.** Life Insurance: The Company will provide Life and AD&D insurance to all employees at \$50,000. Employees may purchase optional life insurance /accidental death and dismemberment insurance (AD&D) to the extent such coverage is available. Proof of insurability and approval by the insurance carrier is required prior to purchasing any optional life insurance/AD&D.

**Section 4.** The Company will provide a Long Term Disability (LTD) insurance with coverage at 60% of monthly base with a maximum benefit of \$6,000 per month. The LTD benefit begins after 180 days of disability leave.

## ARTICLE 18. - 401K

**Section 1. HMS 401(k) Savings Plan.** At the effective date of this agreement, all employees covered under this agreement shall be eligible to participate in the HMS 401(k) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations. The Company will match 100% of the first three percent (3%) of employee contributions and the match will be made on a biweekly basis. Employees who elect to waive health insurance coverage, the Company will deposit the amount earned in Health and Welfare benefits into the HMS 401(k) Fund on a quarterly basis. The employer's group insurance contribution residual will be rolled into the employees HMS 401(k) Savings Plan on a quarterly basis.

## ARTICLE 19. - LEAVE OF ABSENCE

**Section 1.** Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. A maximum of two (2) extensions may be approved by the Company.

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

**Section 3.** Leave of absence for a health condition for the employee, or for the employee to care for an immediate family member, will be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed twelve (12) months. All leaves of absence will be in accordance with applicable state and federal laws. When an employee is on FMLA or CFRA, the Company may require the employee to use accrued PPT hours down to forty (40) hours.

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

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

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



**Section 5.** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company who are elected or appointed by the Union, to attend such functions as conferences, conventions, and Union educational courses, provided at least five (5) workdays advance notice is given in writing to the Company, if possible to do so. However, not more than one (1) employee may be on a short or long term leave of absence with the Union at any given time. Employees on such leave shall continue to accrue seniority.

**Section 6.** Leaves of absence without pay in worker's compensation injury and legal occupational disease cases will be granted automatically for up to a twenty-four (24) month period of legal temporary disability, and seniority will accumulate for the full period of such leave.

**Section 7.** An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to twenty (20) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

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

When an employee fails to return to work at the expiration of an approved leave of absence, that employee may be disciplined, up to and including discharge, in accordance with Article 9.

**Section 9.** The granting or disallowance of Personal/Medical Leaves of Absence for employees within the probationary period will be at the discretion of the Company.

## **ARTICLE 20. - NO STRIKES OR LOCKOUTS**

**Section 1.** The Company agrees that during the term of this Agreement, it shall not cause or engage in a lockout of its employees.

**Section 2.** The Union agrees that during the term of this Agreement there shall not be any strikes, sit-downs, slowdowns, work stoppages, boycotts, picketing, or any other refusal to work or to report to work or any other interference with the operations of the Company either directly or indirectly, for any reason, including sympathy strikes, alleged unfair labor practice strikes, and any other form of work stoppage, by any employee or group of employees; and that no officer, agent, representative, shop steward or member of the local Union or Union shall ever authorize, call participate in, instigate, aid, condone in any such actions and that no employee covered by this Agreement shall participate in any such actions. Should the Union or employees covered hereunder breach this Article, the Company may discipline the employees involved up to and including discharge for just cause as it pertains to this Article. In such event, the Union or affected employee may grieve disciplinary actions taken against any such employee only with regard to a question of an employee's participation in any of the above described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure.

**Section 3.** Bargaining Unit employees will not be requested or required to cross sanctioned IAMAW picket lines at Edwards Air Force Base or any other Helix Management Services Facility/Location to perform work of other striking IAMAW members. If an employee encounters a picket line, the employee should contact their Site Manager. Section 3 of this Article shall be the only exception to the prohibition against strikes or work stoppages for any reason during this contract.

## **ARTICLE 21. - BULLETIN BOARDS**

The Company shall provide a sufficient number of glass-enclosed bulletin boards at work site locations for the Union to post official Union information for their membership. The keys shall be retained by the Union.

## **ARTICLE 22. - EFFECT OF LAW**

Should any part of this Agreement or any provision herein contained be rendered or declared by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of any such part or portion of this Agreement shall not invalidate the remaining portions herein and they shall remain in full force and effect.

The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

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

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

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

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

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

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

## **ARTICLE 25. - SAFETY AND EQUIPMENT**

**Section 1.** The Company shall provide OSHA-compliant safety gear as required for use in performing work. Protective footwear must meet applicable ANSI standards and be worn by the employee at work at all times as required. The Company, upon receiving receipt for such purchase, will reimburse employees up to \$200.00 for such footwear up to one (1) times a year.

Once a year the Company will reimburse each employee up to \$200.00, for the purchase of prescription safety glasses if the employee is required to wear prescription glasses. Receipts must be presented to the employee's supervisor.

**Section 2.** The Company shall furnish all tools and equipment necessary for the performance of work.

## ARTICLE 26. - GENERAL PROVISIONS

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

**Section 2.** Employees may wear approved IAMAW Union logos on their clothes along with Company logos subject to reasonable size restrictions and provided there is no cost to the Company.

**Section 3.** All facility maintenance work will be performed by employees covered by this Agreement. The supervisor shall not perform any facility maintenance work except in case of instruction, and emergencies. This is not intended to take away work that is consistently performed by regular employees. During scheduled electrical outages and grounds maintenance surges, some facility maintenance work will continue to be performed by non-facility maintenance staff.

**Section 4.** The Union will be given notice of new or amended rules or policies.

**Section 5.** Educational Assistance: The Company shall reimburse or pay directly to a training organization for any required certification programs as outlined in the scope of work with the client. In the event the employee does not pass the initial certification exam, the Company will reimburse one additional certification exam only.

**Section 6.** Employees on TDY assignment will be covered under the current Collective Bargaining Agreement as if working at Edwards, AFB or Palmdale, CA.

Employees on TDY assignment will be paid in accordance with the HMS Travel Policy as outlined in the Handbook. Travel receipts are required to ensure compliance with reimbursement procedures.

**Section 7.** When an employee is assigned/reassigned to work in a location that requires an additional commute during the workweek, the employee shall be reimbursed for the additional commute mileage driven in accordance with current applicable IRS Mileage Rates.

## **ARTICLE 27. - Machinists Custom Choice Worksite Benefits Program**

**Section 1.** It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to meet with an EBS Counselor at the worksite during non-working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

**Section 2.** The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS and will be not more than once monthly. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

**Section 3.** The Company agrees to implement the provisions of this agreement as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

**Section 4.** The parties agree that the provisions of this agreement will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

## **ARTICLE 28. - MNPL PAYROLL DEDUCTION**

**Section 1.** Any employee covered by this Agreement may authorize and the Company will withhold by payroll deduction, contributions for the Machinists Non-Partisan Political League (MNPL). The employee must execute a Company approved payroll deduction authorization for a weekly deduction in increments of fifty cents (50¢). The deductions, including a list showing the Local Lodge identification, employees' names and amounts deducted will be transmitted monthly to the Treasurer of the MNPL, care of the Union. There shall be no solicitation of employees for MNPL contributions on plant during work hours by the Union, its representatives or by employees.

## **ARTICLE 29. - TEMPORARY EMPLOYEES**

**Section 1.** It is understood that the Company may hire temporary employees. The wages, hours, and working conditions of such temporary employees shall be in accordance with this Collective Bargaining Agreement. The Company may hire temporary employees only when vacancies can't be filled by bargaining unit employees, in accordance with Article 5.

The hiring of temporary employees shall not be utilized to lower the amount of permanent positions in the bargaining unit. Furthermore, the hiring of temporary employees shall not be utilized to avoid overtime or other earning opportunities for permanent employees unless permanent employees are unwilling or unavailable.

**Section 2.** It is recognized and agreed that the Company may hire temporary employees through an employment agency to work full-time or part-time, no longer than one hundred and twenty (120) days, to fill in for a full-time employee who is absent from work due to an approved leave of absence (LOA). A temporary employee's assignment will end in this case when the employee on a LOA is approved to return to work.

At the end of the one hundred and twenty (120) day period, the Company and the Union will confer to determine whether an extension is appropriate. If the extension is not mutually

agreed upon, temporary employees hired to fill a temporary vacancy, in accordance with this section, shall automatically become permanent employees after one hundred and twenty (120) days of employment, and their seniority date will include their service time from the employment agency.

**Section 3.** If the Company is unable to fill a vacancy directly, it may also engage an employment agency to fill a position in a temp to hire arrangement.

Temporary employees hired in accordance with this section, shall automatically become permanent employees after the required time period to fulfill the obligation negotiated with the agency. The Company will make every effort to make this ninety (90) days of employment. If the temp to hire employee is successful, they will convert to a permanent full time direct hire employee and their seniority date will include their service time from the employment agency.

**Section 4.** Any such change in status must be documented by the Company and provided to the employee on a document stating the change of employment status. The Company will not terminate temporary employees in the days or weeks prior to an automatic change in status of employment for the sole purpose of avoiding the change in status to permanent employment.

**Section 5. Layoff:** The Company agrees that in the event of a layoff, all temporary employees within the affected classification shall be laid off first. All temporary employees within the affected classification will be laid off before a probationary employee.

**Section 6.** Nothing in this agreement shall constitute a guarantee of a certain schedule or a minimum or a maximum of hours.

### **ARTICLE 30. - PART-TIME EMPLOYEES**

It is recognized and agreed that the Employer may hire employees to work less than thirty (30) hours in a scheduled work week. Part time employees may not be used to reduce the work week of a full time employee. Part time employees will not be used to displace full time employees. Part time employees may be used to cover shifts for full time employees who are absent for any reason.

1. Part time employees will receive a Health & Welfare benefit in cash in addition to their wage, per Article 17.
2. Part time employees will receive pro-rated vacation earnings in cash in January each year and during contract turnover.
3. Part time employees will be paid out the balance of any vacation time earned upon change in status to full time employment, termination of employment, or being laid off.

## DURATION

Upon ratification, this Agreement will be in full force and effect January 18, 2023, to and including December 31, 2023 and will continue from year to year thereafter unless written notice of desire to negotiated changes or revisions or terminate this Agreement is served by either party shall, no more than ninety (90) days and least sixty (60) days prior to anniversary date hereof, notify the other party of a desire to negotiate the current contract. The parties shall mutually agree to meet within fifteen (15) days after receipt of such notice for the purpose of negotiating a new agreement.

No agreement, wavier, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 10<sup>th</sup> day of January 2023.

**Helix Management Services, LLC**

**International Association of Machinists and  
Aerospace Workers  
District Lodge 725, Local Lodge 727-P**



Barrington Jackson  
*President*



Joelle Depue  
*Area Director/ Business Representative, DL725*



Mario Sotelo  
*Executive Director of Operations*

Negotiating Committee

Edwin Marroquin  
*Business Representative, DL725*  
Josh Orantes  
*Negotiator, Local Lodge 727-P*