

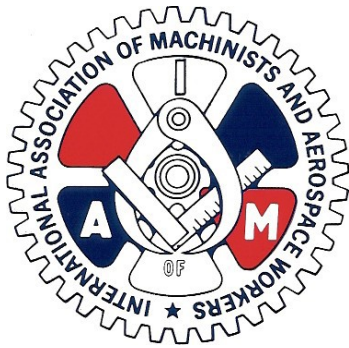
Collective Bargaining Agreement

Between

Strategic Technology Institute, Inc.

And

International Association of Machinists and Aerospace
Workers, AFL-CIO



District Lodge 4 Local Lodge 4
Joint Base Andrews,
Prince Georges County, MD

29 September 2023 through 30 November 2026

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PREAMBLE

Upon Ratification by and between Strategic Technology Institute, Inc., hereinafter referred to as the “Company”, and District Lodge 4 of the International Association of Machinists and Aerospace Workers, hereinafter referred to as the “Union”, and the Company and Union jointly referred to hereinafter as the “Parties” with respect to work performed at Joint Base (JB) Andrews, Maryland on the Fleet Logistics Support Wing Squadron VR-53 Program.

The term “employee” or “employees” as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in Article 2 of this Agreement. Any terms denoting the masculine gender such as “he” or “his” as used in this Agreement shall refer both to male and female employees of the Company.

ARTICLE 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 grievances that may arise under this Agreement. In cases when the Government/customer makes requirements of the Company that force policy, procedures, or changes in working conditions, the Company shall provide those requirements to the Union Business Representative in advance of implementation. It is understood by the Union and the Company that the Performance Work Statement requirements shall not be delayed. The Company will give the Union as much advanced notice as reasonably possible to do so of any changes in the work conditions.

ARTICLE 2 - RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive representative for all full-time and regular part-time hourly Aircraft Mechanics I, Aircraft Mechanics II, Aircraft Mechanics III, Supply Technicians, Aircraft Life Support Mechanics I, Aircraft Life Support Mechanics II, Tool and Parts Attendants, and Aircraft Logs and Records Technicians employed by the Company at JB Andrews, Maryland as certified by the National Labor Relations Board. All other employees, including office clerical employees, confidential employees, managerial employees and guards and supervisors as defined in the Act are not represented by the Union and are not part of the bargaining unit.

Section 2. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

The Company and the Union agree to mutually negotiate any and/or all provisions within this agreement, in whole or in part, that are rejected by the Customer Contracting Directorate. This CBA will not become effective until wholly accepted and incorporated by the government contracting officer.

If needed, within ninety (90) days the Company and Union shall meet (may be via electronic means) to negotiate new contract language to replace the particular clause(s) invalidated by federal or state legislation.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue reasonable policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change or combine work schedules

and work assignments and collateral duties, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise, to take such measures as management may determine to be necessary to the orderly, efficient, or economical operation of the business. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company.

Such rights of management include, but are not limited to: hire, promote, layoff, assign, transfer, suspend, and to discharge, investigate, and discipline employees in accordance with this agreement, to increase or decrease that number; direct and schedule the work force including establishing and changing workdays, work hours, and work weeks; establish, increase or decrease the number of work shifts and their starting and ending times; train employees and determine who will be trained; establish, change, combine or abolish job classifications and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed. The Site Lead or the delegated representative (in the Site Lead's absence) is to be the Point of Contact between the Customer and the Company for Performance Work Statement at the site. Contractual changes shall be via the Contracting Office and Company Program Office.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

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

Section 2. In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Upon full compliance with all of its obligations heretofore described, the Union and its officers, agents and members shall have no further liability during the term of this Agreement or thereafter for any damages suffered by the Company arising from or out of any stoppage or strike.

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

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

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

Section 6. Any employee who participates in any activity proscribed herein shall be subject to discipline, up to and including discharge. If any such discipline is arbitrated, the arbitrator is limited to deciding whether or not the violation occurred. The arbitrator cannot mitigate the punishment.

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

ARTICLE 5 - UNION ACCESS

Section 1. The parties recognize that facility access procedures are established by the United States Government

and must be adhered to at all times. Subject to the foregoing, the Business Representative/Grand Lodge Representative shall be granted reasonable access to the Company's exterior property, employee break room, and shop area for purposes of conducting legitimate Union business including the administration of the Collective Bargaining Agreement. Union representatives shall first request and receive permission from the Site Lead or his designee. Such requests shall not be unreasonably denied.

Section 2. The Union representatives may not interfere with, hamper, or obstruct the Company's operations.

Section 3. If the representative wishes to speak with any employee during his work time other than an incidental meet and greet, the representative shall request and receive, in the Company's discretion, prior approval.

ARTICLE 6 - WORK OF EMPLOYEES

Section 1. The work of employees shall be work presently performed by employees within the bargaining unit and any new or additional work assigned to the unit.

Section 2. Supervisors and other non-bargaining unit personnel, whether employees or not, shall not perform any bargaining unit work except in case of instruction, emergencies or to provide an occasional assist. Such personnel shall not be used to displace bargaining unit employees or reduce the available hours of work for bargaining unit employees.

Section 3. Job classifications and their hourly rate of pay shall be listed in Article 9 of this Agreement. In the event the Customer or the Company determines a new job classification is needed, it may put such a new classification into effect and shall be included in Article 9 of the Agreement. Prior to establishing the new job classification's regular pay rate, the Company shall provide the Union with the new job description and the Company's proposed rate of pay. Employee(s) selected for the new job classification shall begin to work based on the Company's proposed rate of pay. Thereafter, if the parties cannot reach agreement within thirty (30) calendar days on an agreed upon regular rate of pay, the Union may avail itself of the grievance and arbitration procedures of this Agreement to test the reasonableness of the rate of pay finally proposed by the Company. Any such grievance can be filed at Step 3 of the grievance procedure.

ARTICLE 7- SENIORITY

Section 1. Seniority of an employee is the length of his continuous service within the bargaining unit including time spent with predecessor companies under this contract located at JB Andrews, Maryland. An employee shall hold seniority in the job classification as listed in Article 9 of this Agreement to which he has been assigned.

A. It is understood that seniority, defined in Article 7, Section 1, shall govern in the filling of vacancies within job classifications. When vacancies occur in any job classification covered by the Agreement, the Company shall post notice of such vacancies for a period of five (5) workdays. The Company will also notify those employees on detachment via the detachment lead for posting at that location. Said notice shall contain a list of qualifications as defined in the job descriptions that applicants must possess. The Company shall fill openings with the most senior qualified employee within the bargaining unit that has applied for the position through the Company's online electronic applicant tracking system prior to hiring outside applicants. Employees currently holding the same classification as the opening shall have the right, if qualified, to laterally move to fill the opening based on seniority ahead of any external hire. Applicants that are on temporary duty (TDY) to which notice cannot be given may be given five (5) additional workdays in extenuating circumstances upon return to apply for said posted position.

Section 2. In cases of layoff, the employee with the least seniority in the affected job classification shall be laid off first. Employees selected for layoff may elect to bump into equal or lower rated classifications for which they are qualified and based on seniority against others in those classifications. The employee will inform the Company of his election to bump within five (5) working days following his notice of layoff. When two (2) or more employees have the same seniority date the employee with the lowest employee ID number will be deemed to be the most senior.

Section 3. For the purpose of recall, the Company shall designate by classification the number of positions to be restored. Employees bumped during previous layoffs will be offered right of first refusal for restored positions on the basis of seniority. Employees who decline such offers will have no further recall rights to previous positions. Restored positions occurring after such procedure shall be filled by the most senior employee on layoff from the classification.

Section 4. Notification of openings for recall shall be given by the Company by certified mail or electronic mail to the last mailing address or e-mail address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve their recall rights, employees must notify the Company of their intent to return to work within five (5) working days of receipt of delivery of the recall notice and must report to work within twenty (20) calendar days after employee's receipt of the notice of recall. If the employee does not respond as required by this Section, the next senior employee shall be recalled and the employee not responding will be removed from the recall list. Nothing in this Section will preclude the Company from making direct contact with the employee by phone or e-mail and/or the employee returning as soon as possible. Specific return dates will be determined by the Company.

Section 5. Failure of the employee to keep the Company advised in writing of his current correct address and other contact data including e-mail shall relieve the Company of all obligations indicated in Article 7, Section 3, and Section 4 above.

Section 6. In the event of a reduction in the workforce the Company, when possible, shall notify the Union in writing at least fourteen (14) days prior to the reduction. Such notice shall include the job classification(s) affected and the names of employees to be reduced. If the Company is notified by the customer to reduce personnel with less than fourteen (14) days' notice, the Company shall notify the Union immediately.

Section 7. An employee shall lose his seniority for the following reasons:

- A. Resignation.
- B. Discharge for just cause.
- C. Layoff in excess of eighteen (18) months.
- D. Failure to return to work at the expiration of a leave of absence.
- E. Failure to return to work within twenty (20) calendar days after the receipt of the notice of being recalled from layoff unless excused by the Company.
- F. Job abandonment or voluntary quit.
- G. When an employee is absent from work for a period of three (3) consecutive days without providing notification to the Company of sufficient reasons to warrant the absence. Sufficient reasons shall be determined solely by the Company; however, the determination of sufficient reasons shall not be applied in an arbitrary or capricious manner.
- H. Promotion to a position outside the bargaining unit for more than thirty (30) working days.

Section 8. The Company will provide to the Union an updated seniority roster to include current employees listed by classification, seniority date, anniversary date, home address, phone number and email address, if known. The Company will provide an updated list when there has been a change in employee status, change in personal information or annually in July of each year in a Microsoft Excel (or equivalent format). The Union

may request updated rosters between periods.

Section 9. Each new employee shall serve a probation period of ninety (90) days. If, during this period it is found that the new employee is not suitable for the job, his employment may be terminated at the Company's sole discretion, without recourse of the grievance procedure. Such time limit may be extended by mutual agreement of the parties.

ARTICLE 8- HOURS OF WORK AND OVERTIME

Section 1. The normal work day shall be eight (8) consecutive hours exclusive of an unpaid thirty (30) minute lunch break, between 12:01 a.m. and midnight. The normal work week shall be five (5) consecutive days, normally Monday through Friday. This shall not be considered a guarantee of any work by the Company or any particular work schedule. Employees may be required to work on their scheduled days off and may be required to work overtime when the Company/Customer deems it necessary. If the work week is changed at the request of the Customer, the Company and the Union shall meet and confer within 10 working days to negotiate the effects.

Section 2. The Company shall determine shift assignments based on classifications required for the shift. Normal start time is as follows:

- 1st Shift will be normally between 0700 to 1600
- 2nd Shift To Be Determined (TBD)
 - There will be a Shift differential for 2nd Shift of \$1.00 per hour worked.

Section 3. Work schedules, other than those outlined above, that are directed by the Customer will be communicated to the Union. Work schedules other than those outlined above that are not directed by the Customer, will be bargained with the Union.

Section 4. An employee who is scheduled and reports for work at the regularly scheduled time and is then sent home at no fault of their own and due to no availability of work or site shutdown, shall be paid a minimum of four (4) hours pay at the employee's regular rate of pay. Only management has the authority to send bargaining unit members home when there is a lack of work.

Section 5. An employee who is called and reports back to work after he/she has completed his/her regularly assigned shift and clocked out for the day and left the site shall receive a minimum of two (2) hours pay at his/her regular rate of pay. In the event the Employer calls an employee to work on his or her scheduled day off, the employee will be paid a minimum of four (4) hours pay at his/her regular rate of pay. The Company will not impose a temporary shift or alter shifts in order to deprive an employee of call back pay or overtime.

Section 6. Employees will be paid for time assigned during off shift times by the Company for mandatory training, contract provided physical evaluations, CAC, and flight line credentials, and any required COVID testing.

Section 7. All employees will receive two (2) uninterrupted paid fifteen (15)-minute breaks per day. One (1) to be taken during the first half of their workday and one (1) to be taken during the second half of their workday.

Section 8. In the event any employee is required to work beyond an eight (8) hour workday, the affected employee will receive an additional paid fifteen (15)-minute break prior to commencing additional work and following each two (2)-hour period of additional work.

Section 9. With regards to working on a day which is not a regularly scheduled workday, for that employee, when reasonably possible, the Company shall provide a minimum of twenty-four (24) hours' notification.

Section 10 Overtime shall be paid for hours worked in excess of:

1. Forty (40) hours per workweek at one and one-half (1½) times the employee's straight time hourly rate.

Section 11. If, due to an industrial injury, illness, or accident an Employee is directed by the Company to leave the site to visit a physician or medical facility, he/she shall be paid for actual time away for such purpose, but no longer than up to the end of his assigned working hours.

ARTICLE 9- WAGES

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

Wage increases will become effective the pay period following the effective date.

Classification	Current NWD	12/1/2023	12/1/2024	12/1/2025
Aircraft Mechanic II	\$32.86	\$47.00	\$48.88	\$50.84
Aircraft Mechanic III	\$34.19	\$49.00	\$50.96	\$53.00

*The rates above will be above the Employee's Base Hourly Rate of Pay

***Mechanic III's will be required to have one of the following qualifications-**

Safe For Flight (SFF), Quality Assurance Representative (QAR), or Collateral Duty Quality Assurance Representative (CDQAR), and Engine Turn Qualified, to be considered qualified for the job description found in the CFT Performance Work Statement (PWS).

***Mechanic II's will be required to have one of the following qualifications-**

Collateral Duty Inspector (CDI) or Engine Turn Qualified, to be considered qualified for the job description found in the CFT Performance Work Statement (PWS).

Note: Employees without the above qualifications will be given 180 days from the start of the CBA, or the date of their promotion, whichever is greater, to obtain the qualification necessary to satisfy the above requirements. After such time, unqualified employees are subject to be moved down, and qualified employees will have the opportunity to move up.

Section 2. The Company will provide the Union with a list of employees identified as a Lead.

Section 3. When the Employer temporarily assigns an employee to perform work in a higher classification or as a Lead, the employee shall be paid at the higher rate of that classification.

ARTICLE 10- HOLIDAYS

Section 1. Holiday pay is eight (8) hours payable at the employee’s applicable working rate of pay for those working five (5) eight-hour shifts. Employees working ten (10)-hour days will be compensated for holidays at ten (10) hours, at the employee’s applicable working rate of pay. To qualify for holiday pay, an employee must be “in pay” status for some part of the work week in which the holiday falls.

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

New Year’s Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents’ Day	Veterans’ Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

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

Section 4. Any observed holiday, stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Customer. When a holiday falls during an employee’s vacation, the holiday will not be charged as vacation. The employee will receive holiday pay for the holiday.

Section 5. Holiday pay shall not be considered as time worked for the purpose of computing overtime pay.

ARTICLE 11- PAID TIME OFF

Section 1.Introduction. Paid Time Off (PTO) provided pursuant to this Article, satisfies the accrual, carryover, and usage requirements as seen below.

Section 2. PTO Benefits.

A. PTO Allotment.

New Hires. Newly hired employees will begin accruing PTO at a rate defined in the chart in section 2 (A) beginning at their commencement of employment. Employees may begin using accrued PTO on the 90th calendar day after the commencement of their employment with the Company.

Maximum Accrual. Employees that reach the maximum accrual hours in the chart in Section 2 (A), will cease to accrue additional hours until accrued hours are taken and the amount of hours is reduced below the maximum accrual amount. **Annual Grant of PTO.** PTO is granted on an employee’s anniversary date and is based on the employee’s years of service per the chart below. Paid hours of PTO shall not be considered as time worked for the purpose of computing overtime pay.

PTO Benefits. For determining PTO eligibility, all employees will be entitled to PTO based upon years of service under the current and predecessor contracts, and will accrue PTO based upon the years of service in accordance with the following schedule:

Years of Service	Annual PTO Grant
Zero (0) year of service up to and including three (3) years	136 hours
Four (4) years of service up to and including eight (8) years	176 hours
Nine (9) or more years	216 hours

Year-End Carryover. Employees may carry over 40 hours of PTO into the following year, the maximum amount of PTO will be what the employee carries over plus what their may accrue that year according to the chart above.

- B. **Increments of Use.** Employees may use PTO in thirty (30)-minute increments.
- C. **Reasons for Use.** PTO may be used for any reason, including in the event of illness, for other personal business, and for all reasons permitted under applicable law. When a holiday, as defined in this Agreement, falls within the PTO period, such holiday hours shall not be charged as PTO hours.
- D. **Requesting PTO.** Employees must provide reasonable advance notice to the Company. In addition, the use of PTO must be approved by the Site Supervisor/Lead. A request to use PTO will not be unreasonably denied.
- E. **Termination and Reemployment.** An employee who is terminated for any reason shall be paid out all unused, vested PTO. Because earned, unused PTO is paid out upon termination of employment, unused PTO shall not be reinstated in the event an employee is re-employed by the Company.

ARTICLE 12- HEALTH AND WELFARE BENEFITS

Section 1. Medical, Dental, Vision Plans. The Company will provide the “Health and Welfare Payments”. Employees may elect to use any portion of the Health and Welfare Payments to purchase any medical, dental and vision plans made available to Employees. Employees may elect not to purchase any such coverages. If the Health and Welfare Payment is inadequate to cover the full cost of the medical, dental and vision plans selected by the Employee, the Employee will be responsible for the payment of the difference through a pre-tax payroll deduction. Any Health and Welfare payment not used towards coverages will remain as employee wages.

- B. Effective January 1st, 2024, Employees opting out of purchasing medical, dental and vision coverages or taking the employee only medical coverage shall receive the amounts per compensated hour up to a cap of forty (40) hours per work week per the table below:

Health and Welfare increases will become effective the pay period following the effective date.

Current	12/1/2023	12/1/2024	12/1/2025
\$4.80 per hour	\$6.00 per hour	\$6.50 per hour	\$7.00 per hour

Section 2. Right to Modify Plans. The Company shall have the right to annually modify plan design and premium costs consistent with changes applicable to company employees generally. The Company will, during the life of the bargaining Agreement, maintain and contribute to the cost of health care insurance for regular full-time bargaining unit personnel as per provided Company Plan. Part-time and temporary employees are not eligible. The offered group insurance plans may be modified from year- to-year for cost containment, during the Company's annual renewal, legal requirements including the Patient Protection and Affordability Care Act, improve coverage or carrier-imposed changes. It is agreed that the Company and the Union may agree to change vendors of health care, dental care, and life insurance during the life of the Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan. Should there be a significant change in the plan benefits or a rise in the rates, the Company and Union will meet to resolve any resulting issues. The Company reserves the right to adjust medical insurance coverage in order to comply with any applicable state and federal law/requirements. In the event the Company incurs state or federal penalties, the Company and the Union will renegotiate the handling of the unused health and welfare money. Employees will be allowed to waive medical if they provide proof of other group coverage. The employee is responsible for the taxable portion of the H&W if cash in lieu is selected.

Section 3. Life Insurance. The Company will make available Life and AD&D insurance to all employees at employee expense which will be taken from H&W. Employees may purchase optional life insurance/accidental death and dismemberment insurance (AD&D) to the extent such coverage is available. The Company will make available for employee purchase, via payroll deduction, optional Long-term disability insurance (LTD) as defined in the Summary Plan Description for employees.

ARTICLE 13- SAVINGS PLAN 401 (K)

Section 1. Employees may participate in the Company-sponsored 401(k) Plan through payroll deduction up to the maximum allowed by law. All contributions to the employees' 401(k) plan shall be made by direct deposit into the employees' 401(k) account each pay period.

ARTICLE 14- MACHINISTS CUSTOM CHOICES

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).

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. 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.

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

The parties agree that the provisions of this Letter of Understanding 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.

The parties will meet and confer after the effective date of the Collective Bargaining Agreement to discuss the most efficient method of implementation.

ARTICLE 15- JURY DUTY

Section 1. If an employee is called to jury duty, the Company will pay for such service up to eight (8) hours per day for a maximum of five (5) workdays each contract year.

Section 2. The employee must show the summons to his supervisor and bring signed documentation from the court indicating the number of days served.

ARTICLE 16- BEREAVEMENT LEAVE

Section 1. Bereavement leave of three (3) workdays with pay shall be provided in the event of the death of an employee's current immediate family member. When an employee is required to travel two hundred fifty (250) miles or more one way to attend the funeral, this paid leave shall be increased by one (1) additional day. PTO, or unpaid time can be allowed by mutual agreement between the Company and employee for additional time off.

Section 2. Immediate family members are defined as a parent, stepparent, spouse, spouse's parents, marital partner, child, stepchild, grandparent, spouse's grandparent, grandchild, stepsiblings and siblings.

ARTICLE 17- TEMPORARY EMPLOYEES

Section 1. The employer may use temporary employees to cover short term fluctuations in workload, to fill in for scheduled absences, vacations, leaves of absence, absences called by military mobilization or other similar situations, until the absent employee(s) return, where a sufficient number of regular employees are not immediately available.

Section 2. Temporary employees are bargaining unit employees covered by this Agreement and shall have the first opportunity to be hired as a regular employee in any position for which they are qualified. Should a temporary employee be subsequently hired as a regular employee, his time of service as a temporary employee shall be credited towards his probationary period.

ARTICLE 18- TRANSFER OF EMPLOYEES

Section 1. Recognizing the need for flexibility in the work force, employees in one classification shall not be restricted from and may be assigned to do the work normally done by employees in another classification. Such temporary transfers shall be effectuated at the discretion of the Company without regard to seniority provided; however, such transfers shall not be made in an arbitrary and capricious manner nor to bypass the promotion procedure. Therefore, upgrade transfers will not be used to fill permanent openings. Employees shall not suffer a loss of compensation by such temporary transfer.

Employees performing the work of a higher paid classification shall be paid at the higher rate while performing such work. Temporary transfers will not exceed 60 calendar days.

ARTICLE 19 COMPANY WORK RULES

Section 1. The Company has the right to promulgate and modify reasonable work rules, including rules regarding attendance. Violation of such rules will be cause for discipline, up to and including discharge, consistent with just cause.

Section 2. The Union may grieve the reasonableness of a work rule within ten (10) working days of the date of Company notice to the Union of a new or modified work rule. Any such grievance must be filed at Step 2 of the grievance procedure.

ARTICLE 20- DISCIPLINE AND DISCHARGE

Section 1. The Company may discipline an employee up to and including discharge for just cause. The principles of progressive discipline shall be followed, provided, however, that the Company, pursuant to its rights to promulgate work rules including rules regarding attendance, may establish categories of conduct which call for initial discipline at any appropriate step depending upon the severity of the violation.

Section 2. In all cases of dismissal or suspension for just cause, assuming a Shop Steward is available, the Site Manager will notify the Shop Steward and meet with him prior to taking any disciplinary action. The Site Manager will advise the Shop Steward of the reason the action is being taken. The Shop Steward will then be afforded the opportunity to have a brief discussion with the employee prior to the discipline being administered. The Shop Steward shall be present when the discipline is administered. These various steps set forth in this Section shall take place in person or via teleconference.

A. Employees are subject to a four (4) step progressive discipline process. Process includes:

1. Verbal warning - first offense; expunged after six (6) months.
2. Written warning - second offense; expunged after twelve (12) months.
3. Suspension - third offense; could lead to 1–3-day suspension without pay based on the egregiousness of the offense.
4. Termination - fourth offense.

Certain offenses, such as serious safety/security violations constitute a higher-level offense. Offenses are subject to a rolling twelve (12) month timeframe for removal and step process.

Section 3. Disciplinary action shall not be considered as a predicate for further progressive discipline after twelve (12) months following its issuance except for discipline related to quality, safety or unlawful discrimination which will be retained for eighteen (18) months.

ARTICLE 21- GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The term “grievance” shall be defined as a dispute with respect to the interpretation or application of a specific provision of this Agreement. The term “working days” shall mean Monday through Friday but excluding Saturdays and Sundays.

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

Step 1. The employee involved shall first confer with the Site Manager, or designee, in order to amicably settle the matter, provided the Shop Steward has been given an opportunity to be present. If the dispute is not resolved amicably then the Shop Steward may reduce the grievance to writing. Within ten (10) workdays after receipt of grievance the Site Manager, or designee, shall submit a written answer to the affected employee and Shop Steward.

Step 2. If not settled/resolved at Step 1, the Union Business Representative may submit the grievance to the Company's Site Manager, or designee, within five (5) working days after receipt of the Site Manager's response. The Site Manager, or designee, and the Union's Business Representative, or designee, will meet, in person or by telephone conference, within five (5) work days and attempt to resolve any grievance. If unable to resolve the grievance, the Site Manager or designee shall submit a written answer to the Union within five (5) workdays of the meeting.

Step 3. If not settled/resolved at Step 2, the Union Business Representative may submit the grievance to the Company's Executive Vice President, or designee, within five (5) working days after receipt of Site Manager's response. The Executive Vice President, or designee, and the Union's Business Representative, or designee, 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 Executive Vice President or designee shall submit a written answer to the Union within ten (10) workdays.

Step 4. The Union's Business Representative may submit, within twenty (20) workdays following the Company's Step 3 answer, written notice to the Company Executive Vice President of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names, all members of the National Academy of Arbitrators, to each party. The Union and the Company shall alternatively strike one name from such list. The Company and Union shall alternate which party shall make the first strike, the initial strike to be determined by coin toss, and shall continue striking names 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 3. 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 entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement.

Section 4. The parties may file post-hearing briefs. The Arbitrator shall render his or her decision within thirty (30) days of the close of the hearing or receipt of the briefs. 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, so long as all applicable law is followed.

Section 5. In case 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 and costs of the Arbitrator shall be shared equally by the parties. 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 agreement of the parties.

Section 6. The parties will conduct the arbitration cases at a location selected by the parties.

ARTICLE 22- DRUG AND ALCOHOL FREE WORKPLACE

Section 1. The possession or use of illegal drugs or alcohol on Company property or working under the influence of illegal drugs or alcohol, shall constitute cause for the immediate termination of that employee's employment.

Section 2. The Company shall have the right to establish and administer a fair, non-discriminatory, random drug and alcohol testing procedure.

Section 3. The Company shall also have the right to establish and administer a fair, non-discriminatory reasonable suspicion and/or post-accident drug and alcohol testing procedure. Any employee who self identifies to the Site Manager as suffering from illegal drug or alcohol dependence will be provided reasonable assistance by the Company through applicable provisions of the Company's medical plan or the Company's Employee Assistance Program.

Section 3. If the employee violates the drug and alcohol policy, then such employee's termination shall not be subject to the grievance or arbitration procedure.

ARTICLE 23- SHOP STEWARDS

Section 1. The Company recognizes the right of the Union to designate Shop Stewards and Alternates from the Company's seniority list. The number of Shop Stewards shall be a number required by the Union to assure employees in the unit ready access to a Shop Steward in their assigned work location. It is agreed this objective can be achieved with one (1) Shop Steward on days, and (1) Shop Steward on nights unless modified by mutual agreement. The authority of the Shop Steward and any Alternate so designated by the Union shall include the following duties and activities:

- A. The investigation and presentation of grievances to the Company or the designated Company representative in accordance with these provisions:
 - 1. To consult with an employee regarding a question concerning this Agreement, complaint, or grievance for which the employee desires a Shop Steward to be present.
 - 2. To investigate a complaint or grievance before presentation to the appropriate Management personnel.
 - 3. To present a question concerning this Agreement, complaint, or grievance an employee's immediate Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - 4. To meet with the appropriate Site Manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- B. The transmission of such messages and information during non-work times (breaks, lunch, before and after hours), which shall originate with, and are authorized by the Union or its Officers, provided such message and information have:
 - 1. been reduced to writing, or
 - 2. if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.

Section 2. Shop Stewards shall be permitted time to investigate, present and process grievances on the Company property (worksite) without loss of time or pay during his regular working hours not to exceed one (1) hour per week. Such time shall not pyramid from one (1) week to the next when not utilized in a workweek. Shop Stewards, however, shall not be paid by the Company for time spent handling grievances outside of his regular scheduled working hours. Subject to existing security regulations, and limited to the time limit set out above, Shop Stewards shall have access to the Company's work areas during their working hours for the purpose of investigating grievances or complaints that have arisen or attending meetings in accordance with the Grievance Procedures. Shop Stewards must obtain, and will not be unreasonably denied, management's approval prior to leaving their work area and/or entering another employee's work area.

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

Section 4. New employees hired by the Company, who are to be covered by this Agreement, shall be introduced to the Shop Steward assigned to represent the new employee's area of assignment, preferably during orientation or if unable for the Shop Steward to attend, the new employees' first week of employment. The Shop Steward shall be allowed reasonable time not to exceed fifteen (15) minutes with the new employee, subject to work requirements, for the purpose of welcoming them, sharing a copy of this Agreement, and explaining the mutual desire for maintaining a positive relationship between all parties.

ARTICLE 24- UNION SECURITY AND DUES CHECK-OFF

Section 1. Union Payroll Deduction. It is agreed between the Company and the Union that any employee in the bargaining unit defined in Article 2 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a Union Membership application.

- A. This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within ten (10) calendar days but not less than three (3) days prior to the date of termination of any irrevocable period hereof. Such revocation shall be affected by written notice to the Company, and a copy sent by certified mail, return receipt requested, to the Union within such ten (10)-day period.
- B. Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.
- C. As allowed by law, all employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay Union dues or pay an agency fee to the Union, but not both.
- D. As allowed by law, all employees within the bargaining unit on the effective date of this Agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into

the bargaining unit after the effective date of this Agreement who do not become Union members, or having become but do not remain Union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that month.

- E. As allowed by law, employees who are Union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or by-laws of the Union.
- F. Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of the employee's delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action to terminate employment for failure to satisfy obligation.
- G. Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- H. The Company shall issue payments authorized by this Agreement via electronic funds transfer process only (Direct Deposit). The Union shall ensure the Company has been provided with a valid Bank Account and Routing number to set up the process. It will be the responsibility of the Union to submit all changes in Bank information to the Company immediately.
- I. The Company shall issue all reports distributed to the Union electronically in a Microsoft Excel (or equivalent) format. Accounts will be established for a focal designated by the Union. It will be the responsibility of the Union to submit all changes in focals to the Company.

Section 2. Indemnity. The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article 24.

ARTICLE 25- BULLETIN BOARDS

The Company shall provide the Union with one (1) bulletin board, to be located at the breakroom, for the purpose of posting Union announcements. No postings of a derogatory nature regarding the Company or any manager, supervisor or employee shall be placed on these bulletin boards.

ARTICLE 26- LEAVE OF ABSENCE

Section 1. Except as required by law, or as detailed below, a leave of absence without pay requested by an employee for personal reasons may be granted by the Company and no such leave of absence granted in one case shall constitute a precedent binding upon the Company in any other case.

Section 2. Employees who enter a recognized military service of the United States shall retain their seniority rights as pertains to re-employment and shall be reinstated with the provisions of the Universal Military Training and Service Act and any amendments thereto.

Section 2. Short term military leave. An employee who is required to engage in military reserve training shall be paid the difference between their daily pay or same timeframe and Company salary for the same timeframe. The Company will make the payment to the employee within two (2) pay periods after the Employee presents their Leave and Earning Statement (LES).

Section 3. Applications for leave of absence without pay shall be in writing and shall set forth the specific reason for and exact length of the leave requested. Such a request must be made at least two (2) weeks prior to the proposed start of the leave unless the leave is for health reasons and time is of the essence.

Section 4. The Company shall determine the length of the leave.

Section 5. Employees shall continue to accrue seniority while on leave.

Section 6. Leaves of absence without pay may be granted by the Company on five (5) days written request of the Union to attend to official Union business on behalf of the local or district lodge. The request for Union Leave shall be for no more than one (1) employee and shall be limited to ten (10) workdays. The Parties shall waive the five (5)-day notice when calls are of an emergency nature. It is the intention of the Union to honor and respect the requirements of the Company's mission in requests for such leaves. Consequently, the Company may deny such requests if such a leave creates a serious business problem. While on such Leave of Absence employees shall not suffer any loss of seniority.

Section 7. An employee desiring to return to work before the termination of his leave of absence shall give the Company at least three (3) days' notice in writing of his intention to return to work. The Company shall return the employee to work as soon as practicable.

Section 8. An employee failing to report to work at the end of his leave of absence will be treated pursuant to the seniority provision of this Agreement.

Section 9. Employees may use available earned vacation hours prior to or during any unpaid leave of absence.

ARTICLE 27- GENERAL PROVISIONS

Section 1. It is recognized that all employees are working on a government installation and are subject to all regulations and rules of the installation. If any bargaining unit employee covered by this Agreement is denied entry or permission to work on this installation loses or has their "Secret Clearance" suspended, such employee shall be permitted ninety (90) calendar days to regain permission to enter and work on the premises where the Company works, or to regain the requisite "Secret Clearance." Absent regaining such permission or "Secret Clearance" in that period of time, the employee will be laid off. Should the former employee regain the right to enter and work on such premises with the required "Secret Clearance," they will be eligible for rehire to his classification according to Article 7, Section 3.

Section 2. On a reasonable basis, the Company may require that any employee submit to a physical

examination at any time by a doctor of the Company's choosing. The Company may, in whole or in part, rely upon the results of such examination in evaluating the ability of the employee to perform effectively and safely and may accommodate or take other action deemed appropriate by the Company and which is consistent with the evaluation, and which is in all respects in compliance with applicable laws. The employee may seek a second opinion, at the cost of the employee. If an employee is directed by the Company to visit a physician or medical facility, he or she shall be paid for actual time away for such purpose, along with mileage per JTR rates and all other expenses incurred.

Section 3. UNIFORMS and Safety Equipment: Each year, employees will receive five (5) new tee-shirts. The Company will comply with all state workers' compensation as applies to on-the-job injuries. It is the intent of the Company to maintain safe and healthy conditions as necessary to protect employees from injury, and it is the desire of the parties to maintain high standards of safety in order to eliminate, as far as possible, industrial accidents and illnesses.

ARTICLE 28- PAST PRACTICES

Section 1. Except as expressly set forth in this Agreement, the Company shall not be obligated to continue any practice that was or may have been in existence prior to the signing of this Agreement and the continuation or modification of any such practice shall not be considered as creating an obligation to continue that or any other practice.

ARTICLE 29- FIELD DUTY

Section 1. Employees sent to off-site locations beyond fifty (50) miles from the base and required to stay overnight shall receive per diem for lodging and meals in advance. When travel requires a common carrier, all arrangements, including hotel and car rental, will be made through the Company Travel Service and paid for by the Company. All travel shall be in accordance with the Company Policy and the Joint Travel Regulation (JTR). Employees authorized by management to utilize their own vehicle for Company business shall receive the standard mileage reimbursement per the JTR.

Section 2. In the event employees are deployed to OCONUS sites, additional compensation shall be based on a review of State Department guidelines on potential hostile or dangerous conditions and recommended to the government for approval.

Section 3. The full-time workforce shall be given the first right of refusal for all TDY work assignments and overtime.

Section 4. While an employee is assigned to a TDY location, travel to that TDY location and returning to his/her regular workstation from such assignment, he/she shall be paid, at the regular rate of pay for all travel in accordance with the following. If traveling by Common Carrier, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee shall be allowed actual travel time from the worksite or quarters to home.

Section 5. Employees shall be reimbursed for transportation and travel expenses while on travel status, excluding PTOs and authorized leaves of absence without pay, in accordance with the provisions of this Article.

Section 6. Employees on TDY assignments will be compensated for a minimum eight (8) hours per day and forty (40) hours per work week. The daily minimum shall apply to all days on TDY assignment unless, with respect to regularly scheduled days off only (i.e., Saturday/Sunday), the employee is released without call-back obligation for the entire day. TDY operations may require extended hours up to and sometimes exceeding twelve (12) hours per shift.

Section 7. When sending employees on TDY, the Company is obligated by their contract with the customer to seek government-provided housing first. Under these circumstances, employees may be assigned double occupancy due to provided facilities. Once “no availability” is determined for government provided housing, employees shall be afforded single occupancy rooms at a minimum, if available. If, for any reason, an employee determines assigned housing is inadequate he/she shall be afforded the right, with management approval, to relocate to other facilities, if available.

Section 8. Rental cars shall be distributed equally among employees on TDY detachment. Cars shall be assigned at a ratio of one (1) car for each three (3) employees.

ARTICLE 30- COMPLETE AGREEMENT

Section 1. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the Company and Union shall meet to negotiate new contract language to replace the particular Clause(s) which was invalidated by such action. During this process, the No Strike-No Lockout provision shall remain in full force and effect.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter expressly addressed in this Agreement.

ARTICLE 31- DURATION

Section 1. Upon ratification, this Agreement will be in full force and effect as of 29 September 2023 until 11:59 p.m. on 30 November 2026 and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. 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 between the parties hereto, and the same has been ratified by the Union.

Section 3. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this.

**International Association of
Machinists and Aerospace Workers
District Lodge 4**

Strategic Technology Institute Inc.

Mark M. Duval
Business Representative DL-4

Tyler Boyd
Tyler Boyd
Program Manager