

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**AKIMA LOGISTICS SERVICES, LLC
JOINT BASE ANDREWS, MARYLAND**

And

**DISTRICT LODGE 4
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

EFFECTIVE

OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026

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PREAMBLE

This Agreement is made and entered in this 23rd Day of June 2023 between ALS LLC, at Joint Base Andrews, Maryland (hereinafter referred to as "the Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 4, (hereinafter referred to as "the Union").

ARTICLE 1 RECOGNITION

Section 1.1 – Recognition of Union. The Company recognizes the Union, certified by the National Labor Relations Board on February 10, 2005 in Case No. 5-RC-15806, as the exclusive representative of "employees" as defined in Section 1.2 of this Agreement.

Section 1.2 – Definition of Employees. Whenever used in this Agreement, the term "employees" shall mean all full-time and regular part-time fuels distribution system operators, fuels distribution system operator leads, fuels compliance and environmental coordinator, drivers, warehouse specialists, supply technicians, supply technician leads, and supply technician / computer operator IVs employed out of and by the Company at its facility located at Joint Base Andrews, Maryland, as listed and designated in Appendix 1 to this Agreement; but excluding all other employees, including temporary personnel as defined in Section 1.4 of this Agreement, managerial personnel, confidential personnel, office clericals, professional employees, watchmen, guards, and supervisors as defined in the National Labor Relations Act.

Section 1.3 – Definition of Probationary Employee. An employee who has never been employed by the Company, or an employee rehired after termination of employment with the Company shall be in "probationary" status until he or she has completed sixty four (64) work days. The transfer, discipline, lay-off, or discharge of an employee who is in probationary status shall not be a violation of this Agreement and shall not be subject to or reviewable through the grievance procedure or appealable by arbitration under Articles 6 and 7 of this Agreement.

Section 1.4 – Definition of Temporary Personnel. "Temporary personnel" are persons hired by the Company to work for a period not to exceed ninety (90) calendar days from the commencement of their employment and who, prior to the commencement of actual work, have executed a written statement acknowledging such duration of employment. A person initially hired under such conditions may not actually work in excess of ninety (90) calendar days from the commencement of employment, except in those situations where they are replacing an employee on an extended military or medical leave of absence. When the employee returns to work from the extended military or medical leave of absence the temporary replacement will be removed from the workforce. Other temporary assignments may be extended by mutual agreement between the Parties.

Section 1.5 – Rules and Regulations. Employees shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 – Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just

cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off for lack of work, recall to work, and to process employees' retirement; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to train and develop employees; to determine the amount and forms of compensation for employees; to determine what types and levels of benefits may be provided to employees; to determine whether to share or allocate any awards to employees; maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company or provided for the use or lease of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend, revise, implement, and enforce reasonable policies, rules, regulations, and practices, including but not limited to safety and substance abuse requirements and prohibitions; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company, to manage its operations, and to direct the Company's working force and employees. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to and are retained by the Company. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. No relationship between the parties to this Agreement shall be construed to constitute or create any implied limitation on the Company's authority, rights, functions, prerogatives, or powers.

Section 2.2 – Work by Management and Supervisors

(a) Work performed by management or supervisory personnel will be restricted to those requirements beyond the capabilities of bargaining unit employees or as provided in Section 2.2(b) below.

(b) Management or supervisory personnel may perform work of employees covered by this Agreement under the following conditions and circumstances:

- (1) For the purpose of instructing and training employees.
- (2) Under emergency conditions, including when necessitated by security requirements.
- (3) To prevent harm or injury to employees, other persons, or damage to property.
- (4) When required for safety.
- (5) When bargaining unit employees lack the technical ability to perform the work required and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (6) When the work being performed is within the normal job duties of a position that is not covered by this Agreement and is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

- (7) When required to maintain personal qualifications and proficiency of the managers or supervisory personnel and when the work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (8) To cover absences and temporary vacancies if no other bargaining unit employee is available and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

ARTICLE 2A UNION RECOGNITION AND EMPLOYEE REPRESENTATION

Section 2A.1 – Union Stewards.

(a) Recognition of Union Stewards. From among the bargaining unit employees employed by the Company, the Union will designate, and the Company will recognize, not more than five (5) union stewards to serve as the Union's agents in the representation of employees. From the five (5) recognized stewards, the Union will select a chief steward. The Company shall not recognize any employee as a union steward unless the Union has notified the Company, in writing, of the employee's name, department, and designation as a union steward. A Shop Steward may represent an employee from any of the five (5) following areas below:

- (1) Area A: Warehouse Department
- (2) Area B: Customer Service Department
- (3) Area C: East Side Fuel Operations
- (4) Area D: West Side Fuel Operations (Day Shift)
- (5) Area E: West Side Fuel Operations (Swing-Night Shift)

The number of union stewards on the Union Grievance Committee under this Agreement may be modified at any time by the Company and the Union upon their mutually agreeing in writing to such a modification.

(b) Compensation of Union Stewards While Engaged in Union Activity. Except as may be otherwise specifically provided in this Agreement, the union stewards shall not be compensated by the Company for their duties on behalf of the Union. Compensation shall be governed by the following rules:

- (1) Meetings scheduled at the unilateral request of the Union – the Union shall compensate all attendees from the Union. Such meetings involve steward training, Union Elections, Union Conferences, etc.
- (2) In the event of the Company needs to meet with shop stewards it will attempt to have those meetings occur during their regular shift. In the event the Company attempts to have a combined meeting with stewards who work multiple shifts, it normally will schedule those meetings during the crossover period between shifts. During those meetings if stewards are required to come in before their regular shift or stay after their regular shift to attend such a meeting, the Company shall compensate stewards for that time outside the normal shift. Stewards are generally not expected to come in completely off shift, but if requested and approved by management to do so, they will be compensated for that time. Stewards will not be compensated for coming to work to participate in meetings unless requested and approved by management.

Section 2A.2 – Authorized Activities of Union Stewards.

(a) For any grievance, only one of the union stewards shall be authorized to investigate that grievance and to represent the grievant(s) in accordance with Article 6 of this Agreement. The scope of the activities of the union stewards during scheduled work hours shall be limited and only authorized as follows:

- (1) The union steward for a particular grievance is authorized to meet and consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the union steward to be present.
 - (2) The union steward is authorized to review employee's personnel files (with prior authorization from the employee), relevant documents and reports while investigating an alleged grievance or a grievance of record before final decision is made in accordance with the grievance procedure in Article 6 of this Agreement before presentation to the appropriate manager.
 - (3) The union steward is authorized to present an alleged grievance or a grievance to an employee's immediate department manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - (4) The union steward is authorized to meet with an appropriate manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure in Article 6 of this Agreement.
 - (5) A union steward, who is a grievant, shall not be allowed to be the union steward or to function as union steward for his or her own grievance.
 - (6) Except as may be otherwise specifically provided in this Agreement, the union stewards shall perform any activities or duties as a union steward on behalf of the Union, including investigating a grievance, during times when they are not scheduled to work for the Company. Time spent by the union steward in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.
 - (7) With prior notice to and permission of the union steward's department manager and subject to other provisions of this Agreement, the union steward shall be authorized to meet with a grievant and to investigate a grievance during the union steward's working hours for a reasonable period of time on the Company's premises, so long as the investigation or meeting does not unreasonably interfere with or adversely affect the operations and work of the Company or the assigned work of the grievant or the union steward.
 - (8) The parties agreed to add a chief steward who will have time if needed every week to work with other stewards on any grievances. The amount of time the stewards and chief steward have to work on grievances has been clarified. Total paid time shall not exceed three (3) hours for the participation and activities of the grievant and the steward in grievance proceedings at Steps, 1, 2, and 3 under Article 6 of this Agreement unless additional time is granted by the Project Manager or his designee.
- (b) Recognizing the mutual benefit of resolving problems at the lowest level, any employee who has an alleged grievance should first discuss the matter with his or her immediate department manager, with or without the employee's union steward present at the employee's discretion. If the alleged grievance is of the nature

that the degree of the immediate department manager's involvement or conduct related to the alleged grievance would make such a discussion clearly unproductive or futile, the employee then should first discuss the alleged grievance with his or her next level manager with or without the employee's union steward present at the employee's discretion. Nothing in this subparagraph is intended to preclude and does not preclude an employee from initially discussing any concerns or alleged grievances with his or her union steward or choosing to have a union steward present at discussions with any manager.

(c) The necessary time away from the union steward's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the union steward finds it necessary to discuss a problem or labor-management disagreement with a bargaining unit employee or management official, or both, the union steward shall request permission to leave his or her work assignment from the union steward's manager. If the need should arise for a union steward to enter another manager's work area, the union steward's manager will contact the manager of that other work area to establish and schedule a time for the union steward to enter the area. In each instance, the manager's permission will be granted unless work or operation commitments dictate otherwise. If permission is initially denied, the manager shall establish and schedule an alternate time at which the union steward can contact the employee within two (2) work days.

(d) If no union steward is available and other union stewards either are unavailable or refuse to come to the work site as requested, the Company is authorized, in any proceeding or action normally requiring union representation or the presence of a union steward, either to defer proceeding and taking any action until a later time when a union steward is available or to proceed or take action without the presence of a union steward if the circumstances warrant immediate action. The Union hereby expressly waives any claim, and will not bring any claim, of an unfair labor practice or a violation of this Agreement based on the Company's taking action without the presence of a union steward or the Company's deferring any action until a union steward is available as authorized by this subparagraph (d) of Section 2A.2. Nothing in this subparagraph (d) will preclude the employee from grieving or arbitrating the actual employment action taken against the employee if such action is otherwise grievable under Article 6 or arbitrable under Article 7 of this Agreement.

Section 2A.3 – Posting of Union Literature and Information; Bulletin Boards

(a) The Company will permit the Union to use portions of bulletin boards on the Company's premises at Joint Base Andrews, Maryland, in the main hall of the Supply Department, and in the drivers' lounge at the East Side Fuel Operations and the West Side Fuel Operations on a space available basis for the purpose of posting legitimate Union notices. The Union will be permitted to install, at its own expense, additional bulletin boards as needed and subject to the approval of the Project Manager for the purpose of posting legitimate Union notices at the Company's facility located at Joint Base Andrews, Maryland. Legitimate Union notices are defined as:

- (1) Notices of meetings.
- (2) Notices of official Union elections and results.
- (3) Notices of official Union appointments.
- (4) Official notice of Union recreational and social events.

(5) Other notices that shall be specifically approved in writing by the Project Manager. The denial of permission by the Project Manager to post any other notices under this subparagraph (a)(5) of Section 2A.3 shall not be a matter that can be grieved under Article 6 and cannot be appealed to arbitration under Article 7 of this Agreement.

(b) Only the union stewards and the Union's Business Representative shall be authorized to post notices on the bulletin boards. All notices posted on the bulletin board must be dated and bear the signature and printed name of the union stewards and/or the Union's Business Representative who posted the notice.

(c) Only the union stewards and the Union's Business Representative shall be permitted to remove notices on the bulletin boards; however, any materials or notices posted on the bulletin board in violation of this Section 2A.3 may be removed and retained by the Project Manager. The Project Manager will promptly notify the Union's Business Representative of the removal of the material and the reason for its removal. The Union's Business Representative may request and upon that request be allowed at a mutually convenient time to meet with the Project Manager to inspect and copy at the Project Manager's office any materials which the Project Manager has removed under this subparagraph (c) of Section 2A.3.

(d) The internal mail system, voice mail system, telecommunication system, and the computer, e-mail, and Internet systems of the Company and the government shall not be used by the Union or the union stewards to distribute any communications or correspondence to employees; provided, however, that employees and union stewards will be allowed to use telephones for the purpose of coordinating and scheduling meetings pertaining to dispute resolutions, including grievance proceedings and activities under Article 6 of this Agreement.

Section 2A.4 – Union Business. Except as otherwise provided in this Agreement, the Company shall not be required to pay an employee for any time or leave taken from work by that employee to serve the Union in any official capacity (other than union steward pursuant to the terms of this Agreement), to serve on any Union committee (the Company's Safety Committee under Article 15 of this Agreement is not a Union committee), or to attend Union-sponsored conventions, training, and seminars. The Project Manager may refuse to grant leave under this Section 2A.4 if the Project Manager determines that any employee's absence would unreasonably interfere with or adversely affect the operations of the Company or the operations or mission of the United States government (customer/client).

Section 2A.5 – Union Visitation

(a) Meetings with the Company. Subject to any security regulations promulgated by the Company or the United States government (customer/client), the Union's Business Representative may enter upon the Company's premises to attend meetings at Step 3 of the grievance procedure set forth in Article 6 of this Agreement and such other meetings as may be scheduled between the Business Representative and the Company's Project Manager (or his designated delegate). The access of the Business Representative under this Section 2A.5(a) shall be limited to the meeting space designated by the Project Manager.

(b) Other Access.

- (1) Subject to any security regulations promulgated by the Company or the United States government (customer/client), the Union's Business Representative or other authorized business representatives of the Union as the Company's Project Manager may approve in advance, will be granted access to such areas of the Company's premises and for such purposes and at such times as the Project Manager may approve.
- (2) Such access to the Company's premises may be denied if such access, in the judgment of the Company or the Project Manager, would endanger the life, safety, or health of any person or would risk damage to equipment or property, or if such access, as determined by the Company or the Project Manager, would unreasonably interfere with or adversely affect the operations of the Company or the operations and mission of the United States government (customer/client). Otherwise, access will not be unreasonably withheld.
- (3) Before proceeding to the designated work area, the Business Representative (and such other Union business representatives as the Company's Project Manager may approve in advance) shall report to the Project Manager (or other authorized Company representative designated in writing by the Project Manager), who shall permit the Union representative (or representatives) to enter the Company's premises and proceed to the designated area. The Union representative or representatives shall likewise inform the Project Manager (or other authorized Company representative designated in writing by the Project Manager) when the Union representative or representatives leave the Company's premises.

(c) Limited Waiver of Right of Access. Representatives or agents of the Union, who are neither the Designated Business Representative nor a bargaining unit employee of the Company, shall only be authorized and permitted to enter upon the Company's premises upon obtaining written permission from the Project Manager in accordance with this Section 2A.5.

(d) Indemnification. The Union shall defend (at the Union's expense), indemnify, and hold harmless the Company, the Project Manager, and, as applicable any agent or representative of the Company, whether individually or collectively, from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury to a Union representative, who is not employed by the Company, occurring during the time the Union or any of its representatives or agents, who are not employees of the Company, have access to the premises of the Company.

Section 2A.6 – Consultations. The Company, or its authorized representative, will meet and confer with Union officers, agents, and representatives, who have been duly selected, designated, and authorized by the Union, upon all questions and disputes that may arise between the parties to this Agreement during its term. Every effort will be made by the Union and the Company to settle these questions and differences promptly in the simplest and most direct manner, without resort to grievance proceedings or arbitration, if applicable. Such consultations that result in mutually agreed resolutions shall be recorded in memoranda that briefly, but accurately, summarize the circumstances of the dispute or question, specify the details of the resolution, and are signed and dated by the authorized representatives of the Company and the Union, provided, however, that such memoranda shall not become a part of this Agreement and shall not be regarded as having amended, altered,

added to, detracted from, or modified this Agreement. Any party who has engaged in consultations pursuant to this Section 2A.6 shall not be deemed to have waived any right or entitlement to bring, concurrently or otherwise, any grievance in accordance with Article 6 of this Agreement.

Section 2A.7 – Negotiations.

(a) The parties agree that all collective bargaining is to be conducted between the negotiating team designated by the Union and the negotiating team designated by the Company. The negotiation sessions shall be held at a mutually agreed neutral location and facility with the Union and the Company sharing the costs of the facility equally.

(b) The Union may designate up to four (4) bargaining unit employees to serve on its negotiating team and up to two (2) bargaining unit employees to serve as alternates for negotiating team members who are unable to attend a negotiation session. By mutual agreement in writing, the Union and Company may agree to change the number of bargaining unit employees who will serve as primary or alternate members of the Union's negotiating team.

ARTICLE 3 NO STRIKES OR LOCKOUTS

Section 3.1 – Recognition of Important and Vital Work for the United States Government. The Union and the Company expressly acknowledge and recognize the business and operations of the Company are directly related to the important and vital work of the United States government and that efficient and uninterrupted services must be furnished to those agencies that have need of and make use of the capabilities of the Company.

Section 3.2 – No Strikes.

(a) In consideration of the Company's commitment as set forth in Section 3.4 of this Agreement, the Union, its officers, agents, representatives, stewards, and bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at the Company's operations at Joint Base Andrews, Maryland for any reasons whatsoever and whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (1) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 6 and 7 of this Agreement; or (2) involves a matter specifically referred to or covered in this Agreement; or (3) involves a matter which has been discussed between the Company and the Union; or (4) involves a matter which was within the knowledge or the contemplation of the Company and the Union at the time this Agreement was negotiated or executed.

(b) Union Response to Violation of Article 3. In the event of a violation of this Article 3, the Union, and its officers, agents, and members collectively agree that they will use their best efforts to end such prohibited conduct, utilizing every possible means to include but not be limited to:

- (1) Publicly disavowing such strike action by the employees within twenty-four (24) hours of the Company's request for such disallowance;

- (2) Advising the Company in writing within twenty-four (24) hours of such a strike action that such strike action by employees has not been called or sanctioned by the Union;
- (3) Requesting and instructing through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- (4) Notifying all employees by mail that such prohibited conduct is unauthorized and in violation of the Agreement.
- (5) Requesting and instructing those employees violating this Agreement to immediately return to work and/or otherwise fully comply with the terms of this Agreement.
- (6) Posting notices on Union bulletin boards within twenty-four (24) hours of such prohibited conduct that advise employees that the Union disapproves and does not authorize the particular prohibited conduct and that instruct employees to return to work immediately.

Section 3.3 – No Lockouts. In consideration of the Union's commitment as set forth in Section 3.2 of this Agreement, the Company shall not engage in any lock out of employees.

Section 3.4 – Disciplinary Action and Discharge for Violation of Article 3. The Company reserves the right and maintains the right under this Agreement to discipline, discharge, or permanently replace, whichever the Company deems appropriate, any employee taking part in any violation of this Article 3 of the Agreement. Employees will have the right to grieve and arbitrate any such action under Articles 6 and 7 of this Agreement.

Section 3.5 – Reservation of Rights and Remedies. Nothing in this Article 3 shall preclude or waive any right, to which the Company or the Union previously was entitled, to seek legal or other redress of and recovery in any forum or tribunal with jurisdiction, nor do the parties to this Agreement concede or waive any rights in this regard to which they may be entitled by future legislation.

ARTICLE 4 UNION SECURITY

Section 4.1 – Union Security

(a) Employees Who Are Union Members When Agreement Becomes Effective. An employee employed at the time this Agreement becomes effective who is a member of the Union at such time shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the union.

(b) Employees Who Are Not Union Members When Agreement Becomes Effective. An employee employed at the time this Agreement becomes effective who is not a member of the union at such time shall, not later than the thirtieth (30th) day of employment or the effective date of this agreement, whichever is later, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the Union; and (2) the pro rata share of an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall, not later than the fifteenth (15th) calendar day of each calendar month of employment, tender to

the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union.

(c) Employees Hired After Agreement Becomes Effective. An employee who is initially employed or re-employed after the time this Agreement becomes effective shall, not later than thirty (30) calendar days after the commencement of employment, if still employed, tender to the Union: (1) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount of money to the Union; and (2) the pro rata share of an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall not later than the fifteenth (15th) day of each calendar month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are member of the Union.

(d) Determination of Pro Rata Share. For the purposes of paragraphs (b) and (c) of this Section 4.1, the "pro rata share" to be tendered to the Union shall be determined by dividing the monthly dues uniformly charged by the Union to all employees who are members of the Union by the total number of days in the month and multiplying the result by the number of days remaining in the calendar month after the employee is required to pay such share.

(e) Employees Holding Certain Religious Beliefs. An employee who, because of sincerely held religious beliefs, objects to joining or financially supporting labor organizations shall comply with the provisions of Section 4.1(a), (b) or (c), whichever is applicable; except that, in lieu of tendering payment to the Union, such an employee shall pay the amount of monies specified under such paragraphs either to Guide Dogs of America, 13445 Glenoaks Boulevard, Sylmar, CA 91342; Feed the Children, Inc., P.O. Box 36, Oklahoma City, OK 73101-0036; or the American Red Cross, National Headquarters, 2025 E Street, NW, Washington, D.C. 20006 (all of which are IRC Section 501(c)(3) charities), as selected by the employee. Not later than the end of the first (1st) working day after the tender dates specified in Section 4.1(b) or (c), the employee shall deliver to the employee's Union shop steward a dated receipt from the charity indicating that payment of the required amount was received by the charity on or before the applicable tender date.

Section 4.2 – Discharge of Employee for Failure to Comply with Section 4.1.

(a) Employees who are union members on the effective date of the Agreement shall continue to pay the dues amount in accordance with Section 4.1(a) above 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. Other employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall continue to pay the dues amount in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, 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. Other employees within the bargaining unit who after the effective date of this Agreement tender payments to the Union in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, shall continue to pay the fee amount in accordance with Section 4.1(b) or Section 4.1(c) above, as applicable, to the Union as a condition of continued employment while in the bargaining unit and on the active payroll.

(b) The Union may demand the discharge of any employee who, as of any tender date specified in Section 4.1, is delinquent in payments required under Section 4.1, by serving written notice of such demand on the Company not later than ten (10) calendar days after such tender date, if, at least thirty (30) calendar days prior to such tender date, the Union has notified the employee: (1) of (a) the precise amount of the delinquency; (b) the months to which the delinquency is attributable; (c) the method used to compute the amount of delinquency; and (d) the date by which such delinquency must be paid; and (2) that failure to pay the amount of the delinquency will result in the employee's discharge. As soon as the Company verifies that the employee specified in such written notice failed to comply with the provisions of Section 4.1, that the Union has given the employee the notice required by this Section 4.2, and that the discharge of the employee would not otherwise be unlawful, the Company shall discharge the employee.

Section 4.3 – Discrimination of Retaliation Prohibited. There shall be no discrimination or retaliation by the Company or Union against a bargaining unit employee because of membership or non-membership in the Union.

ARTICLE 5 CHECKOFF

Section 5.1 – Checkoff.

(a) Upon receipt by the Company of a checkoff authorization in the form set forth in Section 5.5 of this Agreement, dated and executed by an employee, the Company shall deduct Union membership dues/service fees, initiation fees, and reinstatement fees from the employee's wages. Such deduction shall be from the employee's wages for the first payroll period the calendar month following receipt of the employee's checkoff authorization, and dues/service fees shall continue to be deducted at each payroll period unless such checkoff authorization is revoked in writing by the employee. Upon receipt of any written revocation, the Company will furnish to the Union a copy of that written revocation.

(b) The Company will forward and remit the monies so deducted to District Lodge #4, International Association of Machinists and Aerospace Workers, AFL-CIO, at 2600 Cabover Dr., Suite N., Hanover, MD. 21076 not later than ten (10) days following the payday on which the deduction is made. The Company shall deduct from an employee's wages only that amount of money that the Secretary-Treasurer has certified to the Company, in writing, is the amount of dues/service fee, initiation fee, or reinstatement fee that is properly established by the Union in accordance with applicable law and the Union's constitution and bylaws and is required of all employees as a condition of acquiring or retaining membership in the Union. The Company will furnish the Secretary-Treasurer of the Union, at the same time a list compiled in alphabetical order of those employees for whom deductions have been made and the amount of each deduction. If the Union does not keep the Company apprised of the current address of the Secretary-Treasurer of the Union, the Company will not be obligated to make the submissions required by this subparagraph to those persons whose addresses are not maintained current with the Company.

(c) If, for any payroll period in which the Company is obligated to make deductions pursuant to this Section 5.1, the wages owed an employee (after deductions mandated by any court or governmental body or for any monies owed to the Company) are less than the amount of money that the employee has authorized the Company to deduct pursuant to this Section 5.1, the Company shall make no deductions from wages owed the employee for that payroll period. For any future payroll periods, the Company will not deduct, nor will be required to

deduct, any amount to pay for any deduction that was not previously paid by operation of this subparagraph (c) of Section 5.1.

(d) If the Company ceases to deduct any employee's dues/service fee, or if applicable, the initiation fee or reinstatement fee, for any reason, the Company will submit the name of each such employee and the reason for ceasing the deduction to the Secretary-Treasurer of the Union at the same time the periodic deduction list is remitted.

(e) Disclosure of Union Dues to the Company. The Union will provide the Company with the following information concerning Union dues: (a) the current dues rate to be charged to the Employees, and (b) when Union dues/service fee rates are increased or decreased, the Union will notify the Company of the new dues/service fee rate to be charged to Employees and when the new rates will go into effect.

Section 5.2 – Indemnification of Company. The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits, or other forms of liability-including the reasonable costs and fees of any defense made necessary by any such claims, demands, suits, or liability that arise out of or by reason of actions taken or not taken by the Company for the purpose of complying with the deduction of Union dues/service fees, initiation fees, and reinstatement fees as provided in this Article 5.

Section 5.3 – Exceptions. The Company will not deduct from the pay of any employee any Union fines, penalties, special assessments, or contributions to the Union, charities, or political action groups or campaigns, or any other fees other than dues/service fees, initiation fees, and reinstatement fees as set forth above.

Section 5.4 – Processing of Checkoff Authorization Forms.

(a) The checkoff authorization forms:

- (1) Shall be in conformance with the form specified in Section 5.5;
- (2) Shall be the only form used by the bargaining unit employees who wish to initiate and authorize deductions at each payroll period for Union membership dues/service fee; and
- (3) Prior to submission to the Company, shall contain all the information required for processing.

(b) Checkoff authorization forms that are incorrectly filled out or do not contain all the information necessary for payroll processing will be returned to the Union to have the defects corrected, and the Company will neither be authorized nor required to make any such deductions until those defects are corrected and a properly completed authorization form is furnished to the Company.

Section 5.5 – Checkoff Authorization Form. The Company shall not deduct any monies from an employee's wages pursuant to Section 5.1 of this Agreement unless the checkoff authorization executed by the employee conforms exactly to the form found in Appendix 2 to this Agreement.

Section 5.6 – No Solicitation. There shall be no solicitation of employees for Union membership, contributions, dues, service fees, or any other payments conducted within the confines of Joint Base Andrews, Maryland, during

times when either the employee (or employees) being solicited or any employee (or employees) performing such solicitation are being paid by the Company to perform work. Employees may solicit for only membership during meal and break periods. At the beginning of each month, the Company will provide to the Union a list showing the names of newly hired employees to the bargaining unit and the classification to which they have been assigned by the Company.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 – Definitions. As used in this Article 6:

(a) Grievance. A grievance shall mean a dispute between an employee, or the Union, and the Company involving an interpretation, application, or an alleged claim of breach or violation of the specific and express terms and provisions of this Agreement, except those disputes, terms, provisions, or matters expressly excluded from being grieved under this Article 6 by other provisions of this Agreement.

(b) Days. The term "days" shall mean work days, excluding any day observed as a holiday as provided in the Agreement in Section 11.1 of Article 11.

(c) Employee. The term "employee" shall mean an individual bargaining unit employee or a group of bargaining unit employees having the same grievance. The Company and the Union may mutually agree in writing to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

Section 6.2 – Procedural Steps.

(a) Both parties encourage the verbal resolution of disputes as quickly as possible and agree that all disputes and grievances should be resolved at the earliest practical time, whenever possible with the immediate department manager and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any employee with a complaint or issue should contact the appropriate department manager to discuss and resolve the issue. Both parties will make every effort to resolve the issue. The employee may have his or her union steward present if desired; and if an employee has chosen to have a union steward present, the grievance shall not be settled without the presence of the union steward.

(b) Step 1:

(1) Supply Department-Written Grievance to Supply Department Manager. If a grievance is not resolved informally by the employee and the Supply Department Manager under Section 6.2(a) above, the union steward, on behalf of the employee and not later than six (6) work days following the date of the occurrence of the condition or event upon which the grievance is based, must submit a written grievance to the Supply Department Manager. If the employee or union steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue. At any meetings or conferences held between the employee and the Supply Manager, the employee shall be represented and accompanied by a union steward. Once a grievance is presented, no new violations or issues can be raised in that grievance. The Supply Department Manager shall give his or her written answer to the grievance within six (6) work days after receipt of the written grievance. If a settlement of the grievance