

Section 12.5 – Rate of Pay.

(a) An employee, whose designated job classification is listed in Appendix 1 of this Agreement, shall be compensated for personal time off at the straight-time rate of pay for the employee's designated job classification at the time the personal time off is taken.

**ARTICLE 13
LEAVES OF ABSENCE**

Section 13.1 – Family and Medical Leave. Section. The Company will offer family and medical leaves pursuant to the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. An eligible employee will be eligible for unpaid family or medical leave in accordance with the Act.

(a) Benefits Coverage During Leave. An employee who takes family or medical leave will not lose any employment benefits, but those benefits, such as personal time off, will not continue to be accrued during the leave. If an employee chooses to use PTO to cover their absence, then that employee would be eligible to accrue PTO.

(b) Restoration to Employment. An employee who completes a family or medical leave will be returned to the same position held when the leave began or to a position equivalent in pay, benefits, and other terms and conditions of employment. The Company cannot guarantee that an employee will be returned to his or her same former job.

(c) Return from Leave. An employee taking a family or medical leave is required to report to the Project Manager every two weeks on the employee's status and intent to return to work upon completion of the leave. Employees returning from a medical leave for a serious health condition are required to provide certification from a health care provider indicating that the employee is able to resume work and can perform the essential functions of the employee's job. Employees who do not return to work upon the expiration of a family or medical leave will be treated as having voluntarily terminated; however, the Company in its sole discretion may allow the employee to return to work or to be reinstated.

Section 13.2 – Accrued Personal Time Off While On a Leave. An employee requesting a leave without pay (LWOP) shall use his or her accrued personal time off (and therefore receive accrued personal time off pay) prior to being placed on the status of a leave of absence without pay. Employees taking leave for union business which is compensated by the union shall be eligible to take LWOP regardless of any accrued PTO balance.

Section 13.3 – Court Leave.

(a) An employee who is required to report for jury duty shall be entitled annually to be paid up to twenty (20) scheduled work days' pay at the employee's day shift straight-time rate of pay for scheduled work hours lost as the result of such actual jury service requiring an appearance and attendance in court, after the employee provides the employee's manager with a copy of the jury summons and proof of service for jury service by the court or government.

(b) Upon receiving a summons or notification for jury duty, the employee shall inform his or her manager as soon as possible for scheduling the time off. Additionally, after the first day of jury service, if the employee is to serve

any additional days on a jury, the employee will notify his or her manager as soon as possible by telephone call and/or voice mail message of the additional service, so the work scheduled can be modified to accommodate the employee's absence.

(c) An employee who reports for such service, and who is either excused there from or completes the service during the period of normally scheduled work, shall immediately contact his or her immediate manager and report for work, if requested.

(d) If an employee is required to remain on jury duty in excess of twenty (20) work days, the employee may elect to either take the additional period away from work as from his or her balance of personal time off or as leave without pay.

(e) Employees who work other than day shift shall be deemed to be on day shift during the period of jury service and shall be returned to their regular shift as of the start of that shift on the calendar day following the conclusion of jury service.

Section 13.4 – Military Leave.

(a) The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(b) Employees who are members of the active reserve services of the United States Armed Forces or members of the National Guard, shall furnish the Company a copy of their military orders in a timely manner upon receipt. Such leave is unpaid, except that the Company will pay a Full-time non-probationary employee up to eight (8) hours a day, for days that they were scheduled to work, at their straight time rate without differentials, for up to two (2) weeks / ten (10) days for their required annual training per year. This paragraph applies to the annual two (2) week training requirement and does not apply to weekend training that occurs once a month.

(c) All eligible employees will be granted a leave of absence without loss of position for active duty in accordance with the Uniformed Services Employment and Reemployment Rights Act, as it may be amended. Returning employees will be reinstated with accrued personal time off in effect at the time of their separation from the Company.

Section 13.5 – Bereavement Leave. An employee shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

(a) Thirty-two (32) work hours at the employee's base rate of pay, in the event of the death of the employee's father, mother, spouse, sister, brother, children, grandchildren, grandparents, and step relationships to included child, mother, father, brother or sister. Children includes a foster child who dies while in the employee's home by a state Agency.

(b) Sixteen (16) work hours at the employee's base rate of pay, in the event of the employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, or uncle. An unpaid leave of absence may be granted if the above two (2) days are insufficient.

(c) Bereavement Leave will be taken concurrently unless extenuating circumstances (military funeral, death overseas, religious accommodations, reading of the will, date of service for family accommodations) occur and a verbal request is made to management in advance for approval.

Section 13.6 – Voting Leave. If voting polls are not open before or after an employee's regular duty hours and the employee's work schedule does not otherwise allow sufficient time for voting, the employee may be excused by his or her manager for a reasonable time up to two (2) hours with pay for the sole purpose of voting in national, state, local, or other official civil elections that occur in the county in which the employee lives and is a registered voter. Such paid time off for voting, however, will not be given or paid if the employee has had sufficient time to know in advance the work schedule for the election or voting day and failed to obtain an absentee ballot for voting purposes.

Section 13.7 – Requests for Leave, Return from Leave, and Hours of Leave.

(a) Requests for leave without pay must be made at least thirty (30) days in advance of the date leave is requested to commence, unless a shorter notice period is allowed by this Agreement or by the Project Manager. The Company may approve leave without pay when a request is given less than thirty (30) days in advance of the leave date if the employee demonstrates to the Company, and the Company determines, that circumstances exist which constituting an emergency, precluding earlier notice. Unless otherwise provided in this Agreement, the granting of requests for leave of absence is at the discretion and option of employee's manager or the Project Manager, or both, as applicable, based on the Company's operational needs, obligations, and commitments under its contracts with the United States government.

(b) If the employee does not return to work upon expiration of the leave, the employee shall be terminated from employment with the Company.

(c) Hours of leave shall not be deemed hours of work for the purpose of computing overtime under this Agreement.

**ARTICLE 14
HEALTH AND WELFARE BENEFITS**

Section 14.1 – General.

(a) Employees, who are deemed eligible for benefits under this Article 14, will be provided a combination of flexible benefits credits ("H&W benefits credits") as specified below. These credits will be provided on a pre-tax basis under Internal Revenue Code Section 125. Employees may use these credits to purchase insurance coverage for themselves and eligible dependents from any of the Company offered Group Insurance Plans, including Medical, Dental, Vision, Life, and Short Term Disability. Pre-tax credits may not be used to purchase Dependent Life insurance. The Company shall allocate its payment for H&W benefit credits to the Health and Welfare Liability Account designated for each employee based on a calculated monthly benefit credit per employee per hour paid (up to 40 hours paid per week) during the term of this Agreement at the following rates in effect on the following effective the first full pay period in October 2023, 2024 and 2025.

	<u>October 2023</u>	<u>October 2024</u>	<u>October 2025</u>
H&W Benefit:	\$7.50	\$7.50	\$7.50

(b) The Company will calculate monthly the H&W benefits credit allocation to the Health and Welfare Liability Account designated and accrued for each eligible employee. The cost to each employee for any coverage purchased for the employee alone will be deducted from that calculation and any remaining H&W benefit credit dollars designated to an employee will be applied to the costs or contributions for other H&W benefits under this Agreement elected by the employee. After H&W benefits under this Agreement are elected by the employee or if there remains a balance of H&W benefit credit dollars designated to an employee after allocation for payment of the employee's insurance benefits and any other H&W benefits the employee has elected, those remaining H&W benefit credit dollars will be distributed to the employee in his or her paycheck.

(c) Employees may participate in supplemental insurance offerings such as LTD and supplemental life programs, subject to eligibility criteria and payment of plan premiums.

Section 14.2 – Medical/Health Care and Other Insurance

(a) Employee Insurance Benefits. An employee will be eligible under this Article 14 to purchase insurance benefits, which will comprehensively include medical/health, dental, life, short term disability and vision insurance benefits (hereinafter referred to as insurance benefits).

(b) Dependent Coverage. An eligible employee may elect to purchase, at the employee's own expense or using available H&W benefit credits, the insurance benefits coverage under any plan offered under this Article 14 for the employee's spouse and/or dependents, subject to that plan's eligibility criteria. The employee's payment of additional premiums for spouse and/or dependent coverage shall be made through payroll deductions on a pre-tax basis or as otherwise required by law.

(c) Insurance Plan Benefits. The benefits and design of any insurance benefits plan provided under this Article 14 are subject to annual renewals and changes (including but not limited to modifications to costs, coverage, levels, design, co-payment amounts, and deductibles), except as provided in Article 14.3. While the Company is obligated for payment of the insurance benefits under this Article 14 for the eligible employee's own insurance benefits coverage, such payments will be limited during the term of this Agreement to the extent of the H&W benefits credit allocation amounts in the employee's Health and Welfare Liability Account based on the rates set forth in Section 14.1 above. Nevertheless, payments for any other additional insurance benefits, which an employee may elect, will be made and distributed by the Company from any balance in the employee's Health and Welfare Liability Account after payment for the employee's own insurance benefits to the extent allowed by and in accordance with Section 14.1(b) above.

Section 14.3 – Insurance Plan Limitations. The Company shall brief and explain any other insurance options thirty (30) days prior to any enrollment period dealing with the selection of insurance coverage.

Section 14.4 – 401(k) Plan. Employees may elect and are eligible to participate in the Company's 401(k) plan, pursuant to that plan's terms and conditions. This plan is a Company plan, and any eligibility, participation, withdrawals, matching funds, vesting, or other actions or transactions under that plan are at all times subject to the plan terms and conditions, which may be amended from time to time.

Section 14.5 – IAM National Pension Fund. The employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which the Employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement effective the first full pay period in October -2023, 2024 and 2025

	October 2023	October 2024	October 2025
IAM National Pension Fund	\$1.30	\$1.30	\$1.30

The Employer shall continue contributions based on a forty (40) hour workweek while an Employee is off work due to PTO or paid holidays. The Employer shall also make contributions whenever an Employee receives severance pay, PTO pay at termination, or PTO pay in lieu of time off.

Contributions for a new, probationary, or full-time Employee are payable from the first day of employment.

The I.A.M. Lodge and Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the Employees and the Company in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of this pension Article or reduces the contribution rate. The parties may increase the contribution rate and/or add job classification or categories of hours for which contributions are payable.

This Article contains the entire agreement between the parties regarding Pensions and Retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding on the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund."

ARTICLE 15 SAFETY

Section 15.1 – Safety Plan. All employees of the Company must have a complete understanding of the Company's Safety Plan for the Joint Base Andrews Project (hereinafter referred to as "the Company's Safety Plan"). All employees of the Company shall adhere to and comply with the Company's Safety Plan. A copy of the Company's Safety Plan is appended hereto and incorporated herein in Appendix 3.

Section 15.2 – Safety and Health Committee

(a) A Safety and Health Committee shall be formed consisting of: (1) the Company's Safety Manager at the Company's facilities at Joint Base Andrews, Maryland; (2) managers or non-bargaining unit employees designated by the Project Manager; and (3) one (1) to two (2) employees selected by the Union from each of the Company's work areas designated in Section 2A.1(a) above.

(b) The Safety and Health Committee shall work to ensure a safe environment at all work sites and shall meet as often as necessary, but not less than monthly, to evaluate safety conditions and recommend actions to the Company.

Section 15.3 – Work Safety.

(a) Any employee becoming aware of an unsafe working condition or an accident will immediately report the condition or accident to the employee's immediate supervisor and also will record and submit a written report of the unsafe working condition or accident to the employee's immediate supervisor within the same work day. If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report. If the employee needs assistance with writing the report, the Company's Safety Manager shall assist the employee. Failure to report an unsafe working condition or an accident will result in discipline, up to and including termination. Employees who feel that a work assignment is unsafe have the right to refuse to perform the work without fear of discipline, pending review of the unsafe condition by an active safety committee member and a member of management.

(b) The Company Safety Manager will present any submitted reports to the Safety and Health Committee at its next meeting. If further investigation of the matter is determined by the Company or the Safety and Health Committee to be necessary, the Safety and Health Committee shall conduct a thorough investigation and report in writing to the Company its findings, conclusions, and recommendations, if any.

(c) An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition or accident may be subject to coaching, counseling or disciplinary action, up to and including discharge. Any employee who willfully or intentionally engages in such misconduct may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause. The question of whether an employee willfully or intentionally engaged in such misconduct shall be subject to grievance and arbitration under Articles 6 and 7 of this Agreement.

Section 15.4 – Legal Compliance and Revisions. The Company's Safety and Health Plan and associated rules, regulations, and policies will be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations. The Company recognizes that its operations are governed and otherwise regulated by specific OSHA laws, rules and/or regulations. The Company is committed to complying with all applicable federal, state and local laws, rules and regulations, including those set forth by OSHA that apply to the operations performed under this contract.

Section 15.5 – Injuries on the Job. An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day if the employee's injury is serious enough to preclude his return to work that day. Where necessary, the Company will furnish transportation as soon as possible for an injured employee to receive medical treatment.

ARTICLE 16
DISCHARGE AND DISCIPLINE

Section 16.1 – Discharge.

(a) The Company may discipline or discharge any employee for just cause. The parties agree that some offenses may be grounds for immediate termination as set forth in section (b) below. If an employee receives a written coaching, counselling, warning, or disciplinary report or notice from the Company, a copy of that report or notice will also be provided to the union steward and the Union Business Representative.

(b) Just cause for immediate discharge of an employee by the Company shall include the following:

- (1) Willful dishonesty, deceit, and making false or fraudulent representations.
- (2) Intentionally making false statements, concealing facts, or fabricating falsehoods in records or documents, such as time sheets and employment applications, or forgery.
- (3) Intoxication during working hours.
- (4) Any violations of the Company's Substance Abuse Program, Article 18 of this Agreement, for which termination of or discharge from employment is designated in the Company's Substance Abuse Program and policy as the sole disciplinary or administrative action to be taken for such violation.
- (5) Fighting while on the Company's premises or while performing work or duties for the Company.
- (6) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Company and informing the Company the reason for the absence and when the employee is intending to return to work.
- (7) Unauthorized possession of firearms or explosives within Joint Base Andrews, Maryland; Company work areas or facilities; or on Company jobs or assignments.
- (8) Deliberately damaging property or equipment, assault, or battery.
- (9) Being restricted by the Government from entering the installation and facilities at Joint Base Andrews, Maryland, and as provided in Section 19.2(d) of this Agreement.
- (10) Unlawful gambling, while working or on the premises of the Company or government installations and facilities in violation of law or governmental regulations.
- (11) Engaging in lewd, lascivious, or indecent conduct on the premises or while working or performing the duties assigned by the Company.
- (12) Insubordination.
- (13) Refusal or intentional failure to perform lawful assignments, tasks, and directions of the Company.

- (14) Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Joint Base Andrews, Maryland and Company premises or while working or performing the duties assigned by the Company, unless authorized in writing by the Company and proper officials of Joint Base Andrews, Maryland.
- (15) Leaving an assigned work area without authority and without notifying the supervisor during working hours.
- (16) Sleeping on the job during working hours.
- (17) Use of abusive language to a customer, government employee or representative, a supervisor, a Company or Union representative or official, or a fellow employee.
- (18) Willful violation of Company or government safety rules and regulations while at work.
- (19) Defacing, altering, or writing over (without authority) any general notices or bulletins, or posting unofficial notices (or bulletins) that are vulgar, profane, or offensive.
- (20) Theft, embezzlement, or misappropriation of Company or government property.
- (21) Intentionally not reporting accidents or injuries.

Section 16.2 – Suspensions and Discharges.

(a) An employee shall be permitted to grieve and appeal to arbitration pursuant to Articles 6 and 7 of this Agreement any suspension or discharge from employment with the Company, except the grievance must commence at the Final Step with the timely filing of a written grievance in accordance with Sections 6.2(c) and 6.3 of this Agreement.

(b) Upon the Company's decision to suspend or discharge an employee, a written notice of the decision to suspend or discharge will be furnished to the employee, with a copy either delivered or mailed to the steward in the employee's work area. If the notice of suspension or discharge cannot be personally ("by hand delivery") served or furnished to the employee after an attempt has been made to so serve the employee, the notice of suspension or discharge shall be deemed served and furnished to the employee on the date such notice is placed in the United States mail by certified mailing.

(c) A written notice of the decision of suspension or discharge, as required under Section 16.2(b), shall state the nature of the action taken by the Company, the effective date of the action, and, if the action is suspension, the duration thereof. The notice of suspension or discharge will specify the date, time, and place (if applicable) and nature of the violation or misconduct charged. The notice will be signed by the Project Manager of the Company or other representative authorized by the Company to so sign in the absence of the Project Manager.

(d) The time for filing a written grievance shall accrue commencing on the date the notice of suspension or discharge is served or furnished to the employee in accordance with paragraph (b) of this Section 16.2.

Section 16.3 – Absences for Work. Employees shall not be absent from work without prior permission from their manager except in cases of unforeseen illness, injury, or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action, up to and including discharge. It is the duty of every employee who, for any reason, will be absent from work on a scheduled work day, or who expects to report for work late, to notify the employee's manager of the reasons therefore and when the employee is returning to work, in accordance with the procedures outlined in this Section 16.3. The employee shall notify the employee's manager that the employee will be late or absent by telephone at the manager's Company office telephone number (and extension, if applicable) and/or cellular telephone number and/or cellular telephone text message. The employee shall speak with the manager personally, or if the manager is unavailable at both telephone numbers, the employee shall leave a voice mail message at those telephone numbers with the notification information. Both the employee's notice of absence from work and the employee's notice of reporting late to work shall be given to the employee's manager no later than one (1) hour before the employee's scheduled reporting time. If the employee is unable to contact their Manager(s) by telephone or text they are to notify the Project Manager. Lastly, if an employee does not have good cause for failing to report for work, or for failing to report on time, or for failing to report the reason therefore as provided herein, any such failure shall be considered cause for disciplinary action, up to and including discharge.

Section 16.4 – Rules and Regulations.

(a) The Company has the right to establish reasonable work rules and regulations, not in conflict with the terms of this Agreement, and is allowed to make such additions and revisions to those rules and regulations which the Company deems proper or necessary. Employees shall be subject to and shall comply with those rules and regulations in existence and in effect on the effective date of this Agreement. Any violations of those rules and regulations by an employee shall be just cause for disciplinary action. The extent or appropriateness of the penalty levied or remedial action given to an employee for a violation of the rules and regulations will be subject to and reviewable through the grievance and arbitration procedure.

(b) If the Company intends to implement any revisions to the rules and regulations or to establish a new rule or regulation, the Company shall notify the Union of the need for any new or revised rules and regulations. The parties will promptly meet to discuss any new or revised rules and regulations and will attempt in good faith to reach agreement on the new or revised rules or regulations. If the parties are unable to reach agreement, the Company may put into effect and implement the new or revised rules or regulations.

**ARTICLE 17
JOB DESCRIPTIONS**

Section 17.1 - Incorporation. The job descriptions for job classifications applicable and subject to this Agreement (listed in Appendix 1) and in existence and in effect on the effective date of this Agreement are incorporated by reference herein and attached hereto as Appendix 4.

Section 17.2 - Requests for Copies. Upon written request by the Business Representative of the Union to the Project Manager, the Company will provide the Union, within 15 days of receipt of the Union's written request, with a copy of the job description of any job described in Appendix 1 to this Agreement.

Section 17.3 - Revisions and Amendments. If the Company intends to implement revisions to any job description or to establish a new job description, the Company shall notify the Union of the need for any new or revised job description. The parties will promptly meet to discuss and review any new or revised job description and will attempt in good faith to reach agreement on the new or revised job description. If the parties are unable to reach agreement, the Company may put into effect and implement the new or revised job description; however, the Union may not grieve or arbitrate in accordance with Articles 6 and 7 of this Agreement the implementation of the new or revised job description. The Union reserves the right, however, to grieve and arbitrate the contents of the new or revised job description.

ARTICLE 18 SUBSTANCE ABUSE PROGRAM

Section 18.1 - Issuance and Enforcement. The Company has the right to issue and enforce reasonable rules, regulations, and policies for the purpose of developing and implementing a Substance Abuse Program, violations of which may subject an employee to disciplinary action and through which the Company can require as terms and conditions of employment and continued employment, among other things, substance, drug and alcohol testing; participation in an Employee Assistance Program; and substance abuse rehabilitation and medical treatment.

Section 18.2 - Incorporation of Current Substance Abuse Program. Employees shall be subject to and shall comply with the Substance Abuse Program, and rules, regulations, and policies applicable thereto in existence and in effect on the effective date of this Agreement (hereinafter collectively referred to as "the current Substance Abuse Program"). The current Substance Abuse Program is incorporated by reference into this Agreement and is attached hereto as Appendix 5.

Section 18.3 - Legal Compliance and Revisions. Substance Abuse Program, rules, regulations, and policies will also be in compliance with applicable local, state, and federal laws, rules, and regulations. The Company is authorized to amend the Substance Abuse Program, rules, regulations, and policies from time to time, so they will be maintained current with the applicable laws, rules, and regulations.

ARTICLE 19 OBLIGATIONS IMPOSED BY THE FEDERAL GOVERNMENT AND LAWS

Section 19.1 - Recognition of Obligations. The Union recognizes that the Company is a contractor to the United States government and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement is intended to prevent, nor will any provisions of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the United States government may impose various demands or obligations upon the Company and its employees. If a written demand is made and provided to the Company that affects the parties' obligations under this Agreement, a copy of the demand will be furnished by the Company to the Union's Designated Business Representative. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary.

Section 19.2 – Government Security.

(a) The Company, all representatives of the Union having access to the Company premises and Joint Base Andrews, Maryland, and all employees are required to comply with applicable United States government security regulations. The Company and the Union agree that classified information will be revealed only to persons properly cleared and having need for access to such information as defined by applicable regulations.

(b) The Union recognizes that the Company has certain obligations in its contract with the government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that the United States government, the Department of the Air Force, or the Department of Defense, through their duly authorized representatives concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this Agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and Union that such employee shall be subject to being reassigned to a job for which a vacancy exists and for which the employee is qualified. If no vacancy exists, the employee will be laid off for a period not to exceed eighteen months. Employees who obtain a security clearance within eighteen months of lay off will be eligible to reapply, with seniority, for an open vacancy for which they are qualified. Employee's continuous service and recall rights pursuant to Section 8.4 of this agreement will be recognized.

(c) It is further understood and agreed by the parties that where a security clearance is required for an employee to perform work in any area covered by this bargaining unit, the issuance and retention of such security clearance shall be a condition of continued employment for that employee in that area. If a required security clearance is an essential function and qualification of the employee's job classification, the failure of the employee to be able to hold or retain that security clearance will result in the employee being laid off for a period not to exceed eighteen months. Such employee shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States government and the employee shall be required to cooperate fully with representatives of said agencies during the conduct of investigations. Failure by the employee to comply with this investigation and cooperation requirement will be deemed just cause for discharge, and the employee may be discharged.

(d) The parties acknowledge that all employees are working on a United States government installation and are subject to all regulations and rules of the installation and the United States government. If any bargaining unit employee covered by this Agreement is denied entry or permission to work on the installation, such employee shall be laid-off until such time as entry may subsequently be permitted. If entry or permission to work on the installation is denied to an employee by the installation commander or if the employee is not permitted to re-enter the installation within thirty (30) work days after being denied permission or entry to the installation, such employee may be subject to discharge, and the Company is authorized to hire a person in the vacated position formerly held by the employee. This Section 19.2(d) is not subject to the grievance and arbitration procedures in Articles 6 and 7 of this Agreement.

(e) New hire employees will be required to submit their security application form within fourteen (14) days of hire. New hire employees who fail to submit their application within fourteen (14) days, or receive notice of security clearance denial will be terminated. New hire employees who receive an interim clearance and are under full investigation will remain employed until or when security clearance is denied. New hire employees

who are denied an interim security clearance and are still under full investigation will be retained for a maximum of six (6) months, at which time they will be laid off. If new hire employee's security clearance is denied, all provisions in 19.2 (b) apply.

ARTICLE 20 UNIFORM AND TOOLS

Section 20.1 – Issuance of Uniforms. An employee required by the Company to wear a uniform or particular clothing at work shall be issued and provided with those uniforms and clothing at the Company's costs. On an annual basis the Company will provide employees working in Material Management Flight and Fuels Management Flight five (5) navy blue tee shirts with the Company name and logo. Tee shirts are expected to be worn only in employee's immediate work area, to include the flight line. Care and maintenance of the tee shirts are the responsibility of the employee. Placement of any insignia or ornaments on such required uniforms or clothing shall only be as may be authorized by the Company. Employees shall comply with all government requirements for the wearing of uniforms and identification badges. Employees shall wear safety clothing, footwear, and accessories as provided by the Company in accordance and in compliance with OSHA standards, rules, and regulations. Employees are expected to convey a professional appearance at all times.

Section 20.2 – Maintenance of Uniforms. The Company shall offer to provide maintenance, repair, cleaning, and laundering of uniforms or clothing required by the Company and issued to an employee by the Company, or alternatively employees may maintain, repair, clean, and launder these uniforms or clothing at the employee's own expense.

- Section 20.3 – Uniform Loss and Replacement. The Company shall be responsible for monitoring employees' uniforms that are turned in for maintenance, repair, cleaning, and laundering of the uniforms or clothing as required in Section 20.1. The Company shall replace as needed uniforms or clothing as required under Section 20.1 because of normal wear. Uniforms and/or clothing requiring replacement due to deliberate neglect or abuse by the employee shall be the responsibility of the employee. Employees departing employment with the Company are required to return to the Company all uniforms and clothing as required by Section 20.1 in their possession. The cost of replacing any uniforms not returned by the employee upon a termination of employment will be reimbursed by a charge against and deduction from the employee's final pay, as agreed in the issuance documents.
- Section 20.4 – Uniform Disposition Upon Termination of Employment. If an employee is terminated from employment with the Company, for any reason (including retirement, resignation, or involuntary discharge), the employee's uniforms shall be returned to the Company.

Section 20.5 – Safety Shoes. Notwithstanding any other provision of this Article 20, if an employee's job duties require the wearing of safety shoes or boots, the Company's obligations with respect to the furnishing, repair, replacement, or maintenance of any such safety shoes or boots shall be limited to payment of a safety shoe or boot allowance to the employees working in Fuels Management Flight and Material Management Flight up to \$170.00 per year of this contract. All other employees will receive up to \$110.00 every other year. All safety shoes or boots purchased and to be worn for work with the Company shall be ANSI approved. The amount of safety shoe payments as allowed under this Section 20.5 will be paid and be based upon the employee's

presentation to the Company of the receipt for the purchase price and a proof of purchase of ANSI-approved shoes or boots.

It is extremely important to submit expenses timely. The Deltek-Costpoint reimbursement request should be submitted within two (2) weeks but no later than thirty (30) days after purchase and receipt of safety shoes or boots. The submission receipt or supporting documentation must provide detailed information of the expenses requested for reimbursement. Failure to provide supporting documentation within the time frame may result in a forfeiture of right of reimbursement.

Section 20.6 – Issuance of Tools. An employee required by the Company to use tools in the performance of the employee's job shall be issued and provided with the necessary tools by the Company. Tools requiring replacement because of normal wear will be replaced by the Company as needed. An employee who has been issued tools shall be responsible for the replacement costs of any lost tools necessitated by the gross neglect or abuse by the employee. Tools provided by the Company to employees shall not be removed from Joint Base Andrews except in cases where employees are directed by the Company to travel to off-base work sites using Company or government-provided vehicles. If an employee is terminated from employment with the Company for any reason (including retirement, resignation, or involuntary discharge), the tools issued by the Company to the employee shall be returned to the Company. The costs of replacing any tools not returned by the employee upon a termination of employment will be reimbursed by a charge against and deduction from the employee's final pay, as agreed in the issuance documents, and, if that charge or deduction is inadequate to reimburse the Company, from direct recovery from the employee through appropriate and necessary legal recourse.

(a) Cell phones are considered tools of the trade for safety, and emergency response. The minimum cell phone made available by the company shall be (3ea) for the Fuels Department: Lab stand-by, Bulk Storage, and the RCC expeditor. Base supply shall receive (2ea) for: Mobility and Customer Service stand-by. If requested by the Union, the Company will provide a Memorandum of Agreement on the issuance of the cell phones.

ARTICLE 21 WEATHER ISSUES

All Fuels employees and Supply employees who are on after-hours support / call-back duty are considered mission essential personnel to the operations of Joint Base Andrews, MD. As a result when there is inclement weather, Fuels employees are required to report to work for their shift and Supply after-hours support employees are required to report when called. In the event of snow, the Company will make its best efforts to have the parking lots used by employees cleared, although it is ultimately subject to the determination of base personnel in what order lots will be cleared. In addition, during severe inclement weather, including base closures due to weather, the Company will attempt to obtain access to the base mess hall for employees who are working. In these situations, the Company will allocate the employee a \$20.00 meal stipend if an employee is held after their normal shift due to the inclement weather. When base command provides lodging to individuals working on base during such weather emergencies, the Company will attempt to obtain authorization from base command to offer lodging for its employees working on the base. The Company will pay the cost of the lodging.

The Company and the Union will meet annually to review both the Fuels and Supply Weather Plans and make appropriate adjustments as required.

In the event that JBA is closed due to severe weather conditions or other emergency situation during normal working hours non-essential employees, will be paid contingent on the Company receiving notification from the Government that the Company will be reimbursed.

ARTICLE 22 SCOPE OF AGREEMENT

Section 22.1 – Duration. This Agreement shall become effective October 01, 2023, and shall continue in full force and effect through midnight of September 30, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other not later than sixty (60) days before the normal expiration of this Agreement.

Section 22.2 – Separability. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law or declared to be in violation of state or federal law, or shall, through action of Congress or any state legislature, become unlawful or invalid, such term or provision of this Agreement shall become invalid and unenforceable, and, notwithstanding the provisions of Section 22.3 of this Agreement, the Company and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law or invalid. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause until after thirty-five (35) calendar days have expired from the issuance of the decision or order of the court or administrative body and adjudging a clause as in conflict with law or invalid, or from the date that such decision or order becomes final and non-appealable. Neither party's failure to reach agreement on a replacement clause nor the invalidity or unenforceability of the clause adjudged to be in conflict with law or invalid shall impair or affect any other term or provision of this Agreement.

Section 22.3 – Waiver of Bargaining Rights and Amendments to Agreement.

(a) During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (1) such matters are specifically referred to in this Agreement; (2) such matters were discussed between the Company and the Union during the negotiations that resulted in this Agreement; or (3) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed.

(b) As used in this Section 21.3, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate pertaining to the matters specified in Section 22.3(a) above.

(c) This agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 22.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition,

waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

APPENDICES

- APPENDIX 1 – Wages
- APPENDIX 2 – Checkoff Authorization Form
- APPENDIX 3 – Safety Plan
- APPENDIX 4 – Job Descriptions
- APPENDIX 5 – Substance Abuse Program

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives on July 06, 2023.

Company:

Akima Logistics Services LLC (ALS LLC)

Steve Friedle

Steve W. Friedle
Labor Relations Akima LLC

John P. Neiffer

John P. Neiffer
Project Manager – VIPSAM

Linda Ayala

Linda Ayala
Supply Manager - VIPSAM

Susan Hitte

Susan D. Hitte
Administrative Assistant - VIPSAM

Union:

**International Association of Machinists
and Aerospace Workers AFL-CIO
District Lodge 4 Local Lodge 24**

Mark M. Duvall

Mark M. Duvall
International Directing Business Representative

Vincent B. Coston

Vincent B. Coston
Negotiation Committee

Joseph A. Gould

Joseph A. Gould
Negotiation Committee

Clayton D. Harley

Clayton D. Harley
Negotiation Committee

Orlando Browder

Orlando Browder
Negotiation Committee

**APPENDIX 1
HOURLY WAGE RATES**

All hourly wage rate adjustments will be effective the first full pay period in October 2023, 2024 and 2025.

<u>Classification</u>	<u>Current Rate</u>	<u>6% Increase October 2023</u>	<u>3.25% Increase October 2024</u>	<u>3% Increase October 2025</u>
Fuels Op (FDSO) FDSO FISC FDSO Fuels Accountant FDSO VMT FDSO Lab FDSO Cryogenic Technician	\$34.19	\$36.24	\$37.42	\$38.54
Fuels Op-YW FDSO FISC YW FDSO Fuels Accountant YW FDSO VMT YW FDSO Lab YW FDSO Cryogenic Technician YW	\$36.28	\$38.46	\$39.71	\$40.90
Fuels Op Lead FDSO FISC Lead FDSO VMT Lead FDSO Lab Lead FDSO Training & Safety (T&S) Lead	\$37.60	\$39.86	\$41.16	\$42.39
Fuels Op YW Lead FDSO FISC YW Lead FDSO VMT YW Lead FDSO Lab YW Lead	\$39.71	\$42.09	\$43.46	\$44.76
Fuels OP. COMP/ENV.	\$35.72	\$37.86	\$39.09	\$40.26
FDSO Comp/Env YW	\$37.91	\$40.18	\$41.49	\$42.73

**APPENDIX 1
HOURLY WAGE RATES**

All hourly wage rate adjustments will be effective the first full pay period in October 2020, 2021 and 2022.

<u>Classification</u>	<u>Current Rate</u>	<u>6% Increase October 2023</u>	<u>3.25% Increase October 2024</u>	<u>3% Increase October 2025</u>
Supply Tech/ Computer Op IV	\$40.90	\$43.35	\$44.76	\$46.10
Supply Tech	\$40.90	\$43.35	\$44.76	\$46.10
Supply Tech 811 OSS & Heli				
Supply Tech Document Control				
Supply Tech Equipment Management				
Supply Tech Flight Service Center / MRSP				
Supply Tech Hazmat Pharmacy				
Supply Tech Individual Equipment Element				
Supply Tech Inventory Section				
Supply Tech MICAP				
Supply Tech Mobility / IPE				
Supply Tech Procedures / Readiness / QA				
Supply Tech Receiving & Inspection				
Supply Tech Research / Records Maintenance				
Supply Tech Stock Control				
Supply Tech Vehicle Maintenance Support				
Supply Tech Training and Analysis				
Supply Tech Lead	\$45.03	\$47.73	\$49.28	\$50.76
Supply Tech Lead 811 OSS & Heli				
Supply Tech Lead Customer Service				
Supply Tech Lead Equipment Management				
Supply Tech Lead Hazmat Pharmacy				
Supply Tech Lead Individual Equipment Element				
Supply Tech Lead Material Storage & Distribution				
Supply Tech Lead Mobility / IP				
Supply Tech Lead Receiving & Inspection				
Supply Tech Lead Training & Accountability				
Truck Driver	\$31.80	\$33.71	\$34.81	\$35.85
Warehouse Spec.	\$28.22	\$29.91	\$30.88	\$31.81
Warehouse Spec. Central Storage				
Warehouse Spec. Mobility / IPE				

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
MEMBERSHIP APPLICATION AND/OR CHECK-OFF AUTHORIZATION**

Name _____ Date _____ Card no. _____
 (Mailing) Address _____ M F Date of birth _____
 City _____ State/Province _____ Zip/Postal code _____
 SS no. _____ Email _____ Phone _____ Hire date _____
 Employer _____ Hourly wage _____
 Class of work _____ Years experience _____ Shift 1 2 3

Membership Application. Check here: To the Officers and Members of Lodge No. _____ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card no. _____ Lodge no. _____ Location _____ Last dues paid _____

Check-Off Authorization. Check here: I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo, for union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Plaza, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature) (Date)

FORM NO. MR0001-14

This copy to be retained by Local Union No. _____

For Official Use Only

Proposed by _____ Date _____

We, the undersigned Committee, report _____
(Favorable or Unfavorable)

Committee: _____

Amount paid \$ _____ Date _____

Balance of Fee Paid \$ _____ Date _____

Initiated Reinstated Date _____

Classification		Gender	
_____ Journeyman	_____ Helper	_____ Male	
_____ Specialist	_____ Apprentice	_____ Female	
_____ Production Worker	_____ Technician		
_____ Service Worker			

NOTICE TO EMPLOYEES SUBJECT TO IAM SECURITY CLAUSES

Employees working under collective bargaining agreements containing union security clauses are required, as a condition of employment, to pay amounts equal to the union's monthly dues and applicable initiation and reinstatement fees and, for those under the Railway Labor Act, assessments. This is their sole obligation to the union, regardless of the wording of the clauses. Individuals who join the IAM as members pay monthly dues and applicable fees. For individuals who decide not to be members, such amounts represent "agency fees" for their receipt of representation services. Initiation refers to the fee that is normally collected when a member or nonmember first becomes subject to a security clause. Reinstatement refers to the fee that is normally collected when a member or nonmember falls two months behind in satisfying his or her monthly obligations.

Nonmembers also have a legal right to file objections to funding expenditures that are "nongermane to the collective bargaining process." Nonmembers who choose to file such objections should follow the procedures set forth below. When considering these matters, individuals should be aware that the union security clause contained in their collective bargaining agreement was negotiated by their fellow employees so that everyone who benefits from the collective bargaining process shares in its cost. The working conditions of all bargaining unit employees are improved immeasurably when the union gains higher wages, better health care and pensions, fairness in the disciplinary system, overtime pay, vacations, and many other improvements in working conditions at the bargaining table. And while individuals may choose to meet their financial obligations as nonmember agency fee payers, before electing agency fee payer status individuals should be aware of the additional benefits of union membership they will give up.

Among the many opportunities available to IAM members are the right to attend and participate in union meetings; the right to nominate and vote for candidates for union office and the right to run for union office; the right to participate in contract ratification and strike votes; the right to participate in the formulation of IAM collective bargaining demands; the right to run for delegate to the International Union convention; the right to participate in the development and formulation of IAM policies; and the right to enjoy the many benefits of the Union Privilege Benefits Program, including low-interest union credit cards, prescription drug cards, life insurance, legal and travel services.

Individuals who nevertheless elect to be nonmember agency fee payers may object to funding expenditures nongermane to the collective bargaining process and support only chargeable activities. Examples of expenditures germane to the collective bargaining process for which objectors may be charged are those made for the negotiation, enforcement and administration of collective bargaining agreements; meetings with employer and union representatives; proceedings on behalf of workers under the grievance procedure, including arbitration; internal union administration; and litigation related to the above activities. Expenditures from the union's strike fund are chargeable because nonmembers have the same right to strike benefits as members if they meet the applicable requirements.

Expenditures nongermane to the collective bargaining process and, thus, nonchargeable to objectors, are those which are not directly related to collective bargaining. Examples of such expenditures are those made for efforts on behalf of retirees, for general organizing activities; for general community services; for certain affiliation costs; and for legislative activities.

IAM objectors must file objections in accordance with the following procedures:

1. Beginning on November 1, 2013 and ending on November 30, 2013, or during the first 30 days in which an objector is required to pay agency fees to the union, that objector may request that his/her initiation fee, if applicable, and monthly fee payment be reduced so that he/she is only bearing the costs of representational activities. Agency fee reductions will be based on prior audited figures of the IAM Grand Lodge and on a sample of prior audited figures from the IAM's District and Local Lodge levels. For the calendar year 2014, the percentage reduction in monthly Grand Lodge per capita payments will be 30.64 percent, plus a 16.49 percent reduction in district lodge per capita and a 19.28 percent reduction in local lodge fees. For objectors represented by TCU/IAM lodges, there will be a reduction during calendar year 2014 of 30.64 percent in Grand Lodge per capita and a reduction of 16.49 percent in the remainder.
2. A request must be in the form of a letter, signed by the objector and sent to the General Secretary-Treasurer of the International Association of Machinists and Aerospace Workers, 9000 Machinists Place, Upper Marlboro, MD 20772-2687, postmarked during the period described in paragraph 1 above. The request shall contain the objector's home address and local lodge number, if known.
3. Upon receiving a proper request from an objector, the General Secretary-Treasurer shall notify such objector that the request is perfected and provide a summary of major categories of expenditures showing how the reduction is calculated. The Grand Lodge maintains an escrow account that contains sufficient monies to cover any challenges to expenditures that may reasonably be in dispute.
4. Upon receiving the General Secretary-Treasurer's notice of the calculation of chargeable expenditures, an objector shall have 30 days to file a challenge with the General Secretary-Treasurer if he or she has reason to believe that the calculation of chargeable activities is incorrect.
5. If an objector chooses to challenge the calculation of the advance reduction, there shall be an expeditious appeal before an impartial arbitrator chosen through the American Arbitration Association's (AAA) Rules for Impartial Determination of Union Fees.
 - a. Any and all appeals shall be consolidated and submitted to the AAA. The presentation to the arbitrator will be either in writing or at a hearing, as determined by the arbitrator. If a hearing is held, any objector who does not wish to attend may submit his/her views in writing by the date of the hearing, or may participate by telephone. If a hearing is not held, the arbitrator will set the dates by which all written submissions will be received and will decide the case based on the evidence submitted.
 - b. The IAM shall pay the costs of the arbitration. Challengers shall bear all other costs in connection with presenting their appeal (travel, witness fees, lost time, etc.). Challengers may, at their expense, be represented by counsel or other representative of choice.
 - c. A court reporter shall make a transcript of all proceedings before the arbitrator if a hearing is held. The transcript shall then be the official record of the proceedings.
 - d. The union shall bear the burden of justifying their calculations.
 - e. The union shall be bound by the decision of the arbitrator.
6. Objectors may choose to renew their requests for an advance reduction annually in compliance with the above-described procedures, or they may indicate in their letter to the General Secretary-Treasurer that they want their objection to be treated as continuing in nature.
7. A person who was a member of the IAM at the time set forth in paragraph 1, but who subsequently resigns from membership, may request objector status for the remainder of the year. Said former member may, within the first thirty days after the effective date of resignation, write to the IAM General Secretary-Treasurer, as set forth in paragraph 2.