



COLLECTIVE BARGAINING AGREEMENT BETWEEN:

AVIATION AND TRAINING CONSULTING, LLC

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO**

and its

**DISTRICT LODGE 4
LOCAL LODGE 24**

**KDAM ATARS
At Joint Base Andrews, Maryland**

**Effective
October 1, 2025, to September 30, 2028**



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ARTICLE 1 PARTIES AND PREAMBLE

This **COLLECTIVE BARGAINING AGREEMENT** effective as of the 1st day of October, 2025 by and between Aviation Training Consulting LLC (ATC) (hereinafter referred to as the "Employer"), with its facility located at Joint Base Andrews ("JBA"), Maryland, and the International Association of Machinists and Aerospace Workers, District Lodge 4, Local Lodge 24 (hereinafter referred to as the "Union").

The Employer and the Union agree to cooperate with one another in an effort to serve the needs of students and everyone who works at ATC, to ensure efficient operations, and to meet the highest standards possible in the services provided. This Preamble shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 2 – RECOGNITION

Section 2.1 The Employer recognizes the Union, its designated agents and representatives, its successors and/or assigns as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Employer within the bargaining unit as hereinafter defined with respect to wages, hours and all other terms or conditions of employment.

Section 2.2 Definition of Unit. All full-time and regular part-time personnel employed to perform work on the KDAM ATARS program at JB-Andrews supporting the prime contract FA8621-23-R-6276; but excluding all office clerical employees, administrative assistants, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the Act, and all other employees of the Employer, including those employees on contracts other than listed above as defined in National Labor Relations Board Case 15-RC-06-RC-220867, dated July 9, 2018.

ARTICLE 3 – DEFINITIONS

Section 3.1 – Full Time Employees A "full time employee" is an employee in the bargaining unit who is regularly scheduled to work forty (40) hours per week.

Section 3.2 – Probation The first ninety (90) calendar days for a newly hired or rehired employee, discounting any absence from scheduled work time, shall be considered a probationary period. This probationary period may be extended by mutual agreement between the parties. Employer shall evaluate an employee during the probationary period and may in its sole discretion terminate the employee's employment, at any time, with or without advance notice to the employee or the Union. The Grievance and Arbitration provisions of this Agreement shall not apply to the discipline or discharge of an employee, or anyone on the employee's behalf, during this probationary period or any extension.

Section 3.3 – Employee - as used in this Agreement shall mean employees in the unit set forth in Section 3.1 for whom the Union is the certified collective bargaining representative.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 - The management of the Employer and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. The Employer does have the right to subcontract work and designate the work to be performed by the Employer and the places where it is to be performed, which right shall not be subject to grievance or arbitration procedures as presented in Article 5 of this agreement. The Employer agrees that no bargaining unit employees will be laid off as a direct result of subcontracting bargaining unit work.

ARTICLE 5 – UNION BUSINESS

Section 5.1 Union Security:

As a condition of employment with the Employer, all employees on the payroll shall, within thirty (30) days of Employment, be required to become members of the Union, it being understood that "membership in the union" shall mean paying core union dues, initiation fees and reinstatement fees, if any.

(a) Any employee hired shall be required to become a member of the Union after serving his/her probationary period as a condition of continued employment, it being understood that "membership in the union" shall mean paying core union dues, initiation fees and reinstatement fees, if any. If an employee fails to become a member of the Union as required under this Article or fails to maintain said membership in good standing, the Union shall notify the Employer in writing that said employee has failed to comply with the requirements of this Article. Upon receipt of such written notice from the Union, the Employer agrees to advise the Employee in writing that his/her employment is in jeopardy, and that Employee's failure to comply with the requirements of this Article within thirty (30) days of receipt of the Employer's written notice shall result in the termination of employee's employment.

(b) The Union shall indemnify the Employer from and hold it harmless against any and all liabilities, claims, charges, demands, costs and expenses (including, but not limited to, the Employer's attorney's fees and litigation costs) arising out of or because of the Employer's compliance with this Article.

(c) The Employer, insofar as permitted by State and Federal law, shall deduct out of current net earnings payable to an employee covered by this Agreement, Union dues, initiation fees and reinstatement fees upon receipt of and in accordance with a deduction authorization, duly executed by the employee, and shall continue deductions until such authorization is duly revoked by the employee. In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Employer is entitled to

rely upon the notification of the Secretary Treasurer of Local Lodge 24 of the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Employer harmless from any and all liability, responsibility, or damages, including litigation fees and expenses, arising out of the Employer's compliance with this Article. The Employer will execute changes to dues identified by the Union within 30 days of notification. The Employer shall deduct from the employee's first paycheck each month the monthly dues payable by the employee to the Union. The Employer shall timely remit all amounts to the Union in the month after the deduction is made.

Section 5.2 – The Union may designate two (2) members and one (1) alternate of the bargaining unit to serve as shop stewards.

Section 5.3 – Non-employees may not serve as shop stewards.

Section 5.4 – A shop steward may be present to discuss a grievance submitted to the Employer at a grievance meeting held pursuant to the grievance procedure set forth in Article 6. A shop steward may be present at an investigatory meeting conducted by the Employer that could result in the discipline or discharge of an employee, provided that such employee has requested shop steward representation and a shop steward is available.

Section 5.5 – The Union will advise the Employer, in writing, of the name of the shop stewards and alternate steward. The Union will also notify the Employer, in writing, of any change in shop the stewards. The Employer shall not be required to recognize any employee as a shop steward unless the Union has informed the Employer, in writing, of the employee's name and designation as a shop steward. This Section shall not apply when designated shop stewards are off on vacation, illness, or on Employer or Union business away from the site, whereupon only verbal notification will be necessary to indicate the affected steward's replacement.

Section 5.6 – The Steward or the designated alternate, upon approval of management, shall be authorized to devote up to four (4) hours per week to perform steward duties without loss of pay.

Section 5.7 – Representatives of the Union may only enter the Employer's premises as follows:

(a) Authorized Union representatives may enter the Employer's premises for the purpose of attending scheduled meetings, including attending grievance hearings, with members of management.

(b) The Union representatives shall give advance notice the previous day to the Program Manager to enter the premises. Entry to work areas is not permitted without advance approval by the Program Manager. The right of entry shall at all times be subject to the Employer's rules applicable to non-employees. The Union representative shall not interfere with Employer operations.

ARTICLE 6 GRIEVANCE PROCEDURE

NOTE: For notifications regarding the Sections of this article, it is understood by both parties that read receipt emails to the appropriate party(ies) is sufficient to serve as written notice for grievance process execution.

Section 6.1. Establishment of Grievance and Arbitration Procedure. Grievances or complaints arising between the Employer and its employees subject to this Agreement, or the Employer and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure.

Section 6.2. Employee Grievances. In the case of grievances on behalf of employees and subject to the further provisions of Section 3 below relating to cases of layoff or dismissal or suspension for just cause of involuntary resignation.

STEP 1. Oral Discussion. The employee first shall discuss his grievance with the Steward or Union Representative and if the Steward considers the grievance to be valid then the employee and the Steward will contact the employee's Program Manager and will attempt to affect a settlement of the complaint. To initiate the grievance process, this contact must occur within ten (10) work days from the first occurrence on which the grievance is based or when it was first discovered by the affected employee or Union Representative. This procedure, however, will not prevent an employee from contacting his supervisor directly if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

STEP 2. Grievance Reduced to Writing. If no settlement is reached in Step 1, the Steward, if he considers the grievance to be valid, may reduce to writing a statement of the grievance or complaint which the grievant must sign. This written grievance must contain, at a minimum, the following:

- (a) The facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated.
- (c) A detailed explanation of the remedy sought.

If any of the criteria listed above are not met, the grievance will be considered invalid, and the clock will not re-start on a timely filing. The Steward shall sign and submit the written statement of grievance to the Program Manager for consideration, with a copy to Human Resources within ten (10) work days after the oral discussion in Step 1 has taken place. Failure to submit the written grievance in accordance with the terms and within the ten (10) work day deadline of this Step 2 will be deemed an abandonment of the grievance, and the matter will be closed. After such submission, the Program Manager and the Steward may, within the next ten (10) workdays, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration

of such ten (10) day period, or agreed extension thereof, the Program Manager and the Steward shall sign

the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance Handling at Union Representative/Employer Representative Level. If no resolution of the grievance is reached in Step 2 within the specified or agreed time limits, the Union Representative or his designee may initiate Step 3 by submitting the grievance to the Employer's Vice President of Program Operations within ten (10) work days after the signature of the written grievance as required in Step 2 has occurred. Failure to submit the written grievance in accordance with the terms and within the ten (10) work day deadline of this Step 3 will be deemed an abandonment of the grievance, and the matter will be closed. After such submission, the designated representative of the Employer and the Union Representative or his designee may, within the next ten (10) workdays settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) day period the designated representative of the Employer and the Business Representative, or their designee, shall sign the grievance and their signatures will indicate that grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 4. Mediation. If resolution of the grievance is not reached under Step 3 above, the Union or the Employer wishing to take the grievance to Step 4 must notify the other party in writing of their desire to proceed to mediation and must formally request mediation in writing from the office of the Federal Mediation and Conciliation Service located nearest to the worksite. This request for Mediation and notice of request to the other party must be provided within ten (10) workdays after the signature of the written grievance as required in Step 3 has occurred. Failure to submit the request for mediation and notice of request for mediation in accordance with the terms and within the ten (10) workday deadline of this Step 4 will be deemed an abandonment of the grievance, and the matter will be closed. Mediation under this section is required before arbitration. The request for mediation must be served in writing by the party requesting it on the Federal Mediation and Conciliation Service (FMCS) and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties within thirty (30) calendar days of the request for mediation and notice of request for mediation, unless the parties mutually agree in writing to an extension of that 30-day period. If the Shop Steward's presence is requested by the Union, such request for time off without pay to attend the mediation will not be unreasonably denied. If at the time of request, the Union or Employer filing for mediation is notified by FMCS that FMCS is no longer providing grievance mediation services the party requesting mediation may proceed to Step 5.

STEP 5. Arbitration. If resolution of the grievance is not reached in Step 4 within the specified or agreed time limits or if the FMCS grievance mediation services are no longer provided then either party may in writing, within ten (10) workdays thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 5.6 to 5.7, inclusive. Failure to submit the request for arbitration in accordance with the terms and within the ten (10) workday deadline of this Step 5 will be deemed an abandonment of the grievance, and the matter will be closed.

Section 6.3. Dismissals, Suspensions, Layoff, etc. In cases of layoff or suspension for just cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if they are available to be presented with such copy. If they are not available, copies of the slip will be sent to the employee and to the Union office. The employee shall

have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Employer within ten (10) workdays after the date of layoff dismissal, or suspension for just cause, or involuntary resignation.

Section 6.4. Union Versus Employer. Processing of grievances which the Union may have against the Employer shall begin with Step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the Employer, and shall contain the following:

- (a) Statement of the grievance setting forth the facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated.
- (c) The correction sought.

The grievance shall be signed by the designated representative of the Union. If no settlement is reached within ten (10) workdays from submission of the grievance to the designated representative of the Employer, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within ten (10) workdays thereafter the Union may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Article 5, Section 6 to Article 5, Section 7, inclusive. Failure to submit the request for arbitration within these ten (10) workdays deadline will be deemed an abandonment of the grievance, and the matter will be closed.

Section 6.5. Retroactive Compensation. Grievance claims involving retroactive compensation shall be limited to ninety (90) calendar days; prior to the written submission of the grievance to Employer representatives, provided, however, that this ninety (90) day limitation may be waived by mutual consent of the parties. This does not, however, limit compensation going forward after a grievance is filed.

Section 6.6. Selection of Arbiter - From Federal Mediation and Conciliation Service. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees, be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The parties agree to strike the panel ten (10) workdays after receipt of such panel.

Section 6.7. Arbitration - Rules of Procedure. Arbitration pursuant to Step 4 shall be conducted in accordance with the following:

- (a) The arbiter shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.
- (b) The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for

arbitration which decision shall be final and binding on both parties.

- (c) The arbiter shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.
- (d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comments and rebuttal. Either or both parties may submit written briefs with a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- (e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- (f) The Union and the Employer shall equally share payment for the compensation of the arbiter including their necessary expenses.
- (g) The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

Section 6.8. Extension of Time Limits by Agreement. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

Section 6.9. Agreement Not to be Altered. In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 6.10. Conference During Working Hours. All conferences resulting from the application of provisions contained in this Article shall be held during working hours.

Section 6.11. Signing Grievance Does Not Concede Arbitrable Issue. The signing of any grievance by any employee or representative either of the Employer or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1. Employee discipline prior to termination generally will be in the form of an oral warning, a written warning, and a suspension. Notwithstanding the foregoing, the Employer reserves the right to proceed directly to discharge, pursuant to Employer’s Employee Policy Manual, in cases of serious misconduct which, in Employer’s discretion, warrant discharge (e.g., workplace violence, falsifying time records, theft).



Section 7.2. The Employer may discipline and discharge employees who have not completed the probationary period set forth in Article 3, Definitions, for any reason without recourse by the employee or the Union pursuant to Article 6, Grievance Procedure.

Section 7.3. The Employer may discipline and discharge non-probationary employees for just cause. Just cause for discipline or discharge shall include, but not be limited to, all of the offenses listed in the Employer's Employee Policy Manual. Just cause for discipline or discharge also may include any reason in addition to the reasons listed in the Employer's Employee Policy Manual.

Section 7.4. The Employer will make reasonable efforts to notify the shop steward about the discharge or discipline prior to the discharge or discipline. In no event shall this reasonable effort to notify the shop steward delay imposition of the discharge or discipline.

ARTICLE 8 – SENIORITY

Section 8.1 – All employees at the JB Andrews training site have seniority defined as his or her length of service at JB Andrews with the Employer or its predecessor. Employees with breaks in service are credited with seniority for their time worked with the Employer or its predecessor. All benefits, vacation, and administrative actions will recognize the longevity of current employees based on this seniority.

Employees transferring to the KDAM ATARS training site from another ATC location or a different IAM Bargaining Unit will keep their original hire dates for benefits purposes. However, these employees will be placed at the bottom of the seniority list for their respective job classifications if layoffs occur at the JBA training site.

Section 8.2 – Layoffs. The necessity for layoffs or other reductions of staff shall be in the sole discretion of the Employer, including the number of employees to be laid-off and the job classifications that will be affected. The Employer agrees that temporary employees in an affected classification shall be laid off before any bargaining unit employees in that classification. In the event of a layoff of bargaining unit employees, probationary employees within a classification shall be laid-off first without regard to their individual period of employment. Full-time employees within a classification shall be the next to be laid-off based upon seniority.

In lieu of layoff of fulltime employees, the Employer may reduce the workday or work week for all employees within a particular classification to not less than 20 hours per week for a period not to exceed two (2) months. If a further decrease is necessary, the layoff provisions will be implemented. The Company will endeavor to notify the employee and the Union thirty (30) days in advance of any planned reduction, but no later than fourteen (14) calendar days prior to the planned reduction. Temporary and regular part-time employees will be laid off prior to implementation of this provision for a reduced workday or workweek. In lieu of layoff or for other business reasons, the Employer may also assign an employee to perform any task or work in another job classification on a temporary basis. Employees shall continue to receive their regular rate of pay for any such temporary assignment.

Section 8.3 – Recall. Whenever a vacancy occurs in a job classification, non-probationary employees who are on layoff shall be recalled in the reverse order in which they were laid off, i.e., the last employee laid off in the job classification shall be the one first recalled.

The Employer shall be under no obligation to recall any probationary employee who has been laid off. In the event the Employer does recall a probationary employee, the employee must satisfactorily complete the remainder of his or her probationary period.

8.3.1. Recall Response and Reporting to Work. In the event an employee is recalled from layoff, the employee shall have **ten (10) calendar days** from the date of the recall notice to notify the Employer of their intent to accept or decline the recall. Upon acceptance of the recall, the employee shall have **thirty (30) calendar days** to report to work, unless otherwise mutually agreed upon in writing between the Employer and the Union. Failure to respond within the specified response period shall be deemed a declination of the recall.

8.3.2. Notification of Recall. Recalled employees will be notified by either email, FedEx, UPS overnight delivery, or certified mail with return receipt requested.

Section 8.4 – A bargaining unit employee's seniority and his/her employment will terminate upon the occurrence of any one of the following:

- (a) the bargaining unit employee quits, resigns or retires;
- (b) the bargaining unit employee is discharged or employment otherwise ends;
- (c) the bargaining unit employee is absent from work for three (3) or more consecutive work days without notifying the Employer or without adequate reason if the employee does notify the Employer;
- (d) the bargaining unit employee is on layoff for a period of one year;
- (e) the bargaining unit employee fails to report for work within ten (10) working days, or fails to notify the Program Manager within three (3) working days of his or her intention to return to work, after notice of recall from layoff via trackable delivery (e.g., FedEx, UPS, U.S. Postal Service certified mail with return receipt);
- (f) the bargaining unit employee fails to report for work at the expiration of a leave of absence granted by the Employer for any reason.

Section 8.5 – Job Vacancies. Job vacancies shall be posted on the Employer's electronic job requisition website or successor platform for a period of not less than five (5) working days prior to considering outside applicants. Any employee bargaining unit employee who meets the qualifications as outlined in the job posting for an open job requisition shall be given consideration for the open position. Seniority shall govern. Should there be no qualified internal candidates, the Employer may hire an external applicant.

Section 8.6 - Seniority List. A seniority list by facility/job classification will be maintained by the Union

and will be made available to the employer semi-annually, or upon request. The Employer will also furnish a list to the Union upon request reflecting new hires or rehires/recalls, their classification, their date of hire, and termination or layoff dates or other dates of leaving the bargaining unit.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

Section 9.1. The Company will provide the Union with 30-day notice for any planned adjustments to the established pay periods.

The first payroll period commences on the first of the month at 0001 hours through the fifteenth (15th) at 2400 hours.

The second payroll period commences on the sixteenth (16th) at 0001 hours through the last day of the month at 2400 hours.

Section 9.2 – Each employee will be assigned to a shift with designated times for beginning and ending.

Section 9.3 – Determination of starting time, hours of work, lunch periods, days of work, and days of rest, will be made by the Employer and such schedules may be changed from time to time to suit varying conditions of business. Should a schedule require changes, the Employer shall first ask for high senior volunteers; should there be no volunteers, the low senior qualified employee will have their schedule changed. Future schedule changes would then be rotated from the bottom up should there be no volunteers.

Section 9.4 – The Employer will provide as much advance notice as possible when changing employees' shifts. However, Employer will use best efforts to not schedule employees to work within twelve (12) hours of their previously scheduled work period without their concurrence, except in the case of emergency or circumstances beyond the Employer's control.

Section 9.5 – Employees may be required to work holidays and his or her day(s) off.

Section 9.6 – The Employer may require employees to work overtime.

Section 9.7 – No employee may work overtime without the prior approval of the Employer Corporate Program Manager.

Section 9.8 – Authorized overtime shall be paid at a rate of one and one-half (1.5) times the employee's straight time rate for hours worked in excess of forty (40) hours in a work week.

Section 9.9 - Hours worked for purposes of computing overtime shall include actual hours worked. Other time off, whether paid or unpaid, shall not be counted as hours worked for purposes of computing overtime pay, including but not limited to sick time, holiday time, vacation time off, bereavement leave, jury duty/witness service pay, military duty, voting time off, shop steward time or time off for

emergency/base closings.

Section 9.10 – There shall be no pyramiding or duplication of overtime or premium pay under any circumstance. To the extent that hours are compensated as overtime, they shall not be counted as hours worked in determining premium payments.

Section 9.11 – An employee who is unable to report for work at his or her scheduled start time must notify his or her Employer Corporate Program Manager and Site/Maintenance Lead at least one (1) hour before his or her regularly scheduled start time, if possible. If the absence exceeds one (1) day, the employee must contact his or her immediate supervisor each day at least one (1) hour before his or her regularly scheduled start time.

Section 9.12 – If an employee is required by the Employer to attend a meeting that is held during his or her off-duty hours, the employee will be paid the greater of four (4) hours or the actual time spent at the meeting. If, however, the employee attends the meeting via teleconference or video conference, the employee shall be paid only for the time spent attending the meeting.

Section 9.13 – Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 9.14 – Nothing in this Article shall be interpreted as a guarantee of any particular number of hours of work in any week, days of work in any week, work schedule or work shift.

Section 9.15 – Regular full-time employees will not suffer a loss of regular hours as long as part-time employees are on the Employer's payroll.

ARTICLE 10 DRUG FREE WORKPLACE/HEALTH EXAMINATIONS

Section 10.1 – The Employer has the existing right to require employees to submit to health examinations in the following circumstances: for any workplace health issue, such as workplace injury or as may be required by the contracting authority.

Section 10.2 – The Employer has the existing right to require employees to undergo drug and/or alcohol screening if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol.

Section 10.3 – Health Examinations required by the Employer shall occur during the hours of 8:00 a.m. to 5:00 p.m., except where the Employer determines that its business interests would be better served if the examination were conducted outside of these hours. Drug and/or alcohol screening will take place as soon as possible after the Employer has reasonable suspicion that an employee is using or under the influence of drugs and/or alcohol.

Section 10.4 – Bargaining unit employees shall be compensated at their normal hourly rate for time spent in an examination or drug/alcohol screening required by the Employer, as well as reasonable travel time

and expenses to and from the examination. The Employer shall pay for any health examination or drug/alcohol screening it requires a bargaining unit employee to submit to.

ARTICLE 11 NON- DISCRIMINATION

Section 11.1 - The Employer and the Union separately and jointly recognize their obligation to abide by applicable state and federal laws. The Agreement will be applied fairly and equitably among all bargaining unit employees and will not in any way be used to discriminate against or harass any employee on account of race, color, religious affiliation, sex, sexual orientation, gender identity, age, national origin, veteran or disabled status. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it will be recognized as referring to both male and female employees.

Section 11.2 - Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 11.1, and any employee having information concerning alleged unlawful harassment, should present that information, without fear of reprisal, to the Corporate Program Manager and/or Chief Operating Officer.

ARTICLE 12 NO STRIKES/NO LOCKOUTS

Section 12.1 – During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any strike, sit down, sit-in, boycott, walkout, sick out, slowdown, sympathy strike, refuse to cross a picket line, leafleting or picketing of any kind, including, but not limited to, leafleting or picketing of any kind at any residence housing any supervisor, board member, or employee of the Employer or at any Employer affiliate, subsidiary or any other related entity, or in any other way interfere with or interrupt the Employer's operations for any reason.

Section 12.2 – The Union, its officers, officials and agents, shall be immediately accessible to the Employer and shall immediately take all prompt and effective measures to prevent and stop any acts described in Section 1 of this Article, including, but not limited to, immediately contacting by telephone, telegram, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 12.3 – An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline up to and including discharge notwithstanding the provisions of Article 7 – Discipline and Discharge. Said conduct shall constitute just cause for discharge.

Section 12.4 – If the Union or any employee engages in conduct prohibited by Section 1, the Employer

may immediately and on a permanent basis take any and all actions which in its sole discretion it deems prudent, including, but not limited to, any action pursuant to Article 4 – Management Rights.

Section 12.5 – The Employer will not lockout employees during the term of the Agreement and will be liable in damages to the Union for conducting a lockout during the term of the Agreement.

ARTICLE 13 BULLETIN BOARD

Section 13.1 –The Employer shall install and maintain one (1) bulletin board. The Employer and Union shall jointly determine the location, size and type of the bulletin board. The bulletin board shall remain the property of the Employer. Only notices or other informational postings regarding the Union's internal matters involving this bargaining unit shall be posted. Only a shop steward is permitted to place notices on the bulletin boards.

Section 13.2 – The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or in any way derogatory to the Employer, its board, administration, or any of its supervisors, managers, employees, or any Employer affiliate, subsidiary, or any other related entity, or which casts any of the foregoing in a negative light. The Site Manager or any other manager, supervisor or non-bargaining unit designee thereof will monitor the bulletin boards for compliance with this Section.

Section 13.3 – The bulletin board will be the exclusive location for any and all Union notices authorized by this Article. No Union notices of any kind shall be posted anywhere at the facility besides the bulletin boards as authorized in this Article. Notices must be given to and approved by the Employer's Site Manager or his designee prior to posting, and such approval shall not be unreasonably denied.

ARTICLE 14 – SAFETY

Section 14.1 - The Employer agrees to provide a safe and healthy workplace in compliance with federal and/or state law. In the interest of resolving health and safety issues at the earliest opportunity, the parties agree that such issues shall be brought to the attention of the employee's immediate supervisor on an informal basis and thereafter pursuant to the grievance and arbitration procedure, if necessary.

ARTICLE 15 – WAGES

Section 15.1 - Wage rates for the job classifications covered by this Agreement with current and future rates are as follows: Basic Wages				
KDAM ATARS Joint Base Andrews-		Starting with the first full pay period after the indicated date below		
Job Classifications	Current	1-Oct-25	1-Oct-26	1-Oct-27
Flight Simulator Instructor	\$90.34	\$108.41	\$119.25	\$131.18
Flight Simulator Instructor/Scheduler	\$93.34	\$113.41	\$124.75	\$137.23
Flight Simulator Lead	\$96.34	\$115.41	\$126.95	\$139.65
Scheduler	NA	\$53.19	\$58.51	\$64.36

All changes to wage rates will begin with the first full pay period in the month and year indicated. Selection/designation of a Site Lead or Scheduler will be at the sole discretion of the Employer and is not grievable per Article 6 of this agreement.

Section 15.2 - The Employer has the right, in its sole discretion, to give bonuses and relocation benefits.

Section 15.3 - Promotions. Employees promoted on a temporary or regular basis shall receive the rate of the new labor grade. Any such promotion must be documented by the Employer on an Employee Request Form in order to be considered effective.

Section 15.7- Travel - If the Employer finds it necessary to temporarily reassign an employee to another geographic location, bargaining unit members in travel status will earn their current classification wage rate. Employee travel expenses will be reimbursed for travel expenses in accordance with Employer polices and Joint Travel Regulation guidance.

Section 15.8 - Call Out Time. If an employee is asked to come to work outside their normal hours, the employee will be paid a minimum of four (4) hours pay or the actual time worked, whichever is higher.

Section 15.9. Familiarization Training Flights. Contract Training Instructors. Employees that are required by the Customer to observe on training flights will be paid at 1.5 times their base pay for the period beginning at mission show time and ending at the completion of the mission debrief.

ARTICLE 16 - PAID AND UNPAID TIME OFF

Section 16.1 - Paid Time Off. The Employer agrees to provide the following categories of time away from the job in a paid status: vacation, holidays, sick leave, compassionate leave, jury duty/witness service, military leave, emergency/base closing, and voting time. These benefits apply only to full-time employees. These benefits will be administered as set forth in the Employer’s Employee Policy Manual. If the Employer anticipates a significant change in benefits the Employer will offer the Union the opportunity to meet and confer over such change.

Section 16.2 - Vacation. Full-time employees, will earn/accrue vacation hours as noted in the table below:

Years of Service	Vacation Hours Awarded	Pay Period Accrual Amount
0 – 3	80	3.33 hours
4 - 8	120	5.00 hours
9 and over	160	6.67 hours
In each tier, employees begin accruing their respective number of hours at the beginning of their anniversary month		

Employees will be authorized to go negative on annual vacation allowances but may not exceed the annual vacation cap based on years of service completed. Years of service completed corresponds to the employees’ anniversary date on the program. In the event an employee resigns with a negative vacation balance, the Employee’s final payroll disbursement will be reduced to account for the negative vacation status. Employees will be allowed to carry over up to 120 hours of vacation into the next anniversary year. There will be no pay-in-lieu of time off for vacation. The intent of this provision is to cause each employee to use the vacation credits awarded for time off. An employee who has awarded vacation shall receive such pay for such unused awarded vacation at the time of termination.

Section 16.3 – Vacation Donation. The Employer will review on a case-by-case basis donations of awarded vacation from one employee to another. Request must be submitted for approval to the Corporate Program Manager.

Section 16.4 - Holidays. Employees will be granted twelve (12) holidays per calendar year. The following five (5) observed, ten (10) hours, holidays shall be designated holidays for each calendar year:

- New Years Day
- Independence Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The remaining holidays may be floated subject to mission requirements and Employer Corporate Program Manager approval. As of January 1, each year, employees will have-seventy (70) hours of compensated floating holiday time. Holiday time must be taken by year end annually. Unused holiday time will not carry-over and will not be paid out.

Full-time employees receive ten (10) hours of holiday pay at their regular hourly rate, plus pay at their regular hourly rate for any hours worked on the holiday. In no case will the total amount of allowed annual holiday time exceed one hundred twenty (120) hours. In order to be paid for an observed holiday, the employee must have worked his or her regularly scheduled workday the day before and the day after the holiday, and the day of the holiday if scheduled to work, unless such absence qualifies for one of the following other types of paid time off: vacation, sick leave, compassionate leave, jury duty/witness service, or emergency/base closing.

Section 16.5 – Holiday Observation. Holidays occurring on weekends will be observed in accordance with guidance for the customer’s Office of Personnel Management.

Section 16.6 – Sick Time. Full-time Employees will be awarded seventy-eight (78) hours of sick leave on October 1 of each year. When used, sick time can be used in one-hour increments up to a full day of scheduled work. Sick time does not rollover year-to-year and any remaining sick time balances will not be paid out at the end of each year. New hires will receive prorated sick time based on their date of hire and will be allowed to request/use sick time after successful completion of their 90-day probation period.

Section 16.7 - Unpaid Time Off. The Employer agrees to provide the following categories of unpaid time off: family/medical leave, medical time off, and unpaid leave. These benefits shall be administered as set forth in Employer’s Employee Policy Manual.

ARTICLE 17 – GROUP BENEFITS

Section 17.1 - Type of Group Benefits Package for Full-Time Employees on the Active Payroll - The Employer will provide the Employer’s basic group term life insurance, accidental death and dismemberment, and short-term disability to Employees. The Employer will also provide an hourly wage additive to employees for purchase of medical, dental, and vision packages from the Employer’s benefits provider. Employees are responsible for paying 100% of all medical, dental and vision premiums.

Section 17.2 - The Employer will provide a pay additive as described in the table below. This pay additive will be included for every hour, paid up to 80 hours each pay period and to a maximum of 2,080 hours annually.

Health and Welfare Plan				
KDAM ATARS - Joint Base Andrews (JBA)		Starting with the first full pay period after the indicated date below		
Classification - All	Current	1-Oct-25	1-Oct-26	1-Oct-27
Opt Out/Decline	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00
Employee Only	\$ 4.85	\$ 6.27	\$ 6.88	\$ 7.55
Employee/Child	\$ 9.50	\$ 11.87	\$ 13.03	\$ 14.30
Employee/Spouse	\$ 9.50	\$ 14.23	\$ 15.62	\$ 17.14
Family	\$ 14.00	\$ 19.83	\$ 21.76	\$ 23.88

Section 17.3 - Details of Coverage - The Employer retains the sole right to modify, alter, change or eliminate its benefits plans, programs and rules. Nothing in the plans or programs of the Employer or the rules of the Employer is subject to Article 6 – the Grievance Procedure of the Agreement. The bargaining unit employees will be subject to the same changes as other employees not subject to this collective bargaining agreement.

Section 17.4 - Administration - The Group Benefits Package shall be administered by the insurance companies, health care contractors or administrative agents with whom the Employer, or the Union (if the IAM Benefit Trust coverage is selected), enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by the Group Benefits Package and no question or issue arising under the administration of such Group Benefits Package or the contracts and/or administrative agreements identified therewith shall not be subject to the grievance procedure or arbitration provisions of Article 6 of this Agreement.

Section 17.5 - Federal or State Programs - If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Employer will comply with the provisions for the furnishing of such program to the extent required by law. No question or issue regarding the level of benefits under the state or federal program will be subject to the grievance and arbitration procedure of Article 6.

Section 17.6 - Changes in Health Care Legislation. The Employer and the Union will meet to make changes to the existing Agreement for the sole purpose to address any changes by the U.S. Government in healthcare laws or mandates which require changes to the Benefits stated within this Article 17.

Section 17.7 – 401(k) Savings Plan. The Employer and the Union agree that all employees covered by this Agreement may participate in the Employer’s Voluntary Investment Plan [also known as the 401(k)] for the duration of this Agreement as, and, as set forth below and subject to the terms of the 401(k) Plan, as amended from time to time pursuant to the procedures set forth in the 401(k) plan document. Beginning the first full pay period, the employee may elect to contribute to the 401(k) Account. Employee contribution up to eight (8) percent of base salary will be matched by the Employer by fifty (50) percent. Employees can make additional unmatched contributions to the 401(k) not to exceed current IRS limitations.

Section 17.8. Clothing Replacement. All new employees will receive five (5) company flight suits and one pair of boots. Every other year, all employees will receive three additional flight suits and one pair of boots.

Section 17.9 Safety and Professional Equipment. When the instructor begins flightline instruction, the company will provide the following equipment:

- Rain jacket
- Flight gloves for instructors who need to work on or around the aircraft and hangar.

ARTICLE 18 TECHNOLOGICAL CHANGE

Section 18.1 Technological Change. The Union will be given advance notice of any intended technological changes affecting the work of the bargaining unit. An opportunity will be given to the Union to discuss the impact of such changes with the Employer prior to their implementation. For any new requirements/certifications required by the Government, the Employer will support the initial cost for the additional training or certifications required for performance of duties. If an Employee fails certification testing, all future training expenses to earn a required certification will be borne by the employee.

ARTICLE 19 BEREAVEMENT LEAVE

All employees will be granted three (3) workdays of at their regular rate of pay to attend the funeral and attend to family administrative details after the death of an immediate family member. For the purposes of the Bereavement Leave, members of the immediate family include spouse/partner, children, stepchildren, brothers, sisters, parents, foster parents, parents-in-law, legal guardians, grandchildren, grandparents, grandparents-in-law, and brothers/sisters-in-law. Employees who are required to travel over 300 miles from the individual work site to attend funeral ceremonies will receive two (2) additional days.

ARTICLE 20 LEGALITY/STABILITY OF AGREEMENT

Section 19.1 If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

Section 19.2 No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer and the Union unless made and executed in writing by the Employer and the Union.

Section 19.3 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision.

ARTICLE 21 COMPLETE AGREEMENT

Section 20.1 This Agreement constitutes the entire agreement between the Employer and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto.

Section 20.2 The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided below, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be, obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

Section 20.3 The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer which is not included in this Agreement shall not be considered agreed to. The Employer has not agreed to, and will not be bound by, any alleged past practice by a former employer, or under a prior collective bargaining agreement concerning employees at this location. Any such alleged past practice will have no consideration or authority upon the parties to this Agreement.

ARTICLE 22 - DURATION

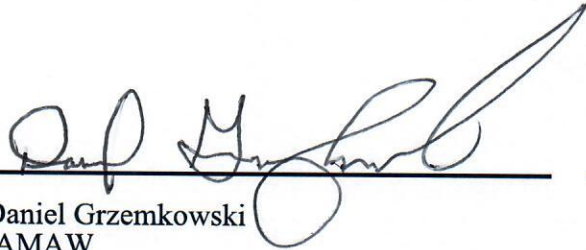
Section 21.1 This Agreement shall remain in full force and effect and be binding on the Parties for the period beginning at 12:01 a.m. on **October 1, 2025, and ending at 11:59 p.m. on September 30, 2028.**

Section 21.2 The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Employer or the Union shall give to the other written notice by trackable delivery (e.g., FedEx, UPS, or U.S. Postal Service certified mail with return receipt) of its desire to modify or terminate this Agreement at least sixty (60) days prior to its expiration date. If either party seeks to modify or terminate this Agreement, and the parties fail to reach agreement on the proposed changes by the expiration date, the Agreement shall terminate unless extended in writing by mutual consent of the parties hereto.

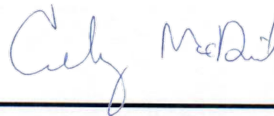
Union In Witness Whereof, each party has caused this Agreement to be executed on September 22, 2025 by its proper officers or duly authorized representatives

International Association of Machinists and Aerospace Workers

Aviation Training Consulting, LLC



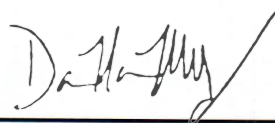
Daniel Grzemkowski
IAMAW
ADBR District 4



Carly McDavid
Chief Operating Officer
Aviation Training Consulting, LLC



Edward J. Lengel
Steward



Damon Hayes-Milligan
Director of Human Resources
Aviation Training Consulting, LLC

ATTACHMENT A

CBA Dated October 1, 2019

Jobs Security.
Prosperity



INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, AFL–CIO District Lodge 4, Local Lodge 24

GRIEVANCE FORM

(ONE COPY TO EMPLOYER REPRESENTATIVE ONE COPY TO UNION
REPRESENTATIVE)

DATE: _____

SUPERVISOR/MANAGER:

STEWARD:

STEWARD’S SIGNATURE: _____

ARTICLE AND SECTION:

GRIEVANCE:

REQUESTED REMEDY:

DISPOSITION: