

# COLLECTIVE BARGAINING AGREEMENT

Between

AKIMA READINESS SUPPORT, LLC  
JOINT BASE ANDREWS, MARYLAND

And

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

EFFECTIVE

OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2029

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## **PREAMBLE**

This Agreement is made and entered in this **29th** Day of **July 2026** between ARS LLC, at Joint Base Andrews, Maryland (hereinafter referred to as "the Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 4, (hereinafter referred to as "the Union").

## **ARTICLE 1 RECOGNITION**

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

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

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

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

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

## **ARTICLE 2 MANAGEMENT RIGHTS**

Section 2.1 - Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off for lack of work, recall to work, and to process employees' retirement; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to train and develop employees; to determine the amount and forms of compensation for employees; to determine what types and levels of benefits may be provided to employees; to determine whether to share or allocate any awards to employees; maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company or provided for the use or lease of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend, revise, implement, and enforce reasonable policies, rules, regulations, and practices, including but not limited to safety and substance abuse requirements and prohibitions; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company, to manage its operations, and to direct the Company's working force and employees. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to and are retained by the Company. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. No relationship between the parties to this Agreement shall be construed to constitute or create any implied limitation on the Company's authority, rights, functions, prerogatives, or powers.

### Section 2.2 - Work by Management and Supervisors

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

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

- (1) For the purpose of instructing and training employees.

- (2) Under emergency conditions, including when necessitated by security requirements.
- (3) To prevent harm or injury to employees, other persons, or damage to property.
- (4) When required for safety.
- (5) When bargaining unit employees lack the technical ability to perform the work required and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (6) When the work being performed is within the normal job duties of a position that is not covered by this Agreement and is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (7) When required to maintain personal qualifications and proficiency of the managers or supervisory personnel and when the work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.
- (8) To cover absences and temporary vacancies if no other bargaining unit employee is available and when work being performed is not used to avoid paying overtime, to avoid paying wages for a higher classification, or to displace a bargaining unit employee.

## **ARTICLE 2A**

### **UNION RECOGNITION AND EMPLOYEE REPRESENTATION**

#### **Section 2A.1- Union Stewards.**

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

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

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

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

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

#### Section 2A.2- Authorized Activities of Union Stewards.

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

- (1) The union steward for a particular grievance is authorized to meet and consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the union steward to be present.
- (2) The union steward is authorized to review employee's personnel files (with prior authorization from the employee), relevant documents and reports while investigating an alleged grievance or a grievance of record before final decision is made in accordance with the grievance procedure in Article 6 of this Agreement before presentation to the appropriate manager.
- (3) The union steward is authorized to present an alleged grievance or a grievance to an employee's immediate department manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (4) The union steward is authorized to meet with an appropriate manager or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure in Article 6 of this Agreement.
- (5) A union steward, who is a grievant, shall not be allowed to be the union steward or to function as union steward for his or her own grievance.
- (6) Except as may be otherwise specifically provided in this Agreement, the union stewards shall perform any activities or duties as a union steward on behalf of the Union, including investigating a grievance, during times when they are not scheduled to work for the Company. Time spent by the union steward in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

(7) With prior notice to and permission of the union steward's department manager and subject to other provisions of this Agreement, the union steward shall be authorized to meet with a grievant and to investigate a grievance during the union steward's working hours for a reasonable period of time on the Company's premises, so long as the investigation or meeting does not unreasonably interfere with or adversely affect the operations and work of the Company or the assigned work of the grievant or the union steward.

(8) The parties agreed to add a chief steward who will have time if needed every week to work with other stewards on any grievances. The amount of time the stewards and chief steward have to work on grievances has been clarified. Total paid time shall not exceed three (3) hours for the participation and activities of the grievant and the steward in grievance proceedings at Steps, 1, 2, and 3 under Article 6 of this Agreement unless additional time is granted by the Project Manager or his designee.

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

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

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

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

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

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

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

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

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

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

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

Section 2A.5 - Union Visitation

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

(b) Other Access.

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

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

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

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

#### Section 2A.7 - Negotiations.

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

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

### **ARTICLE 3 NO STRIKES OR LOCKOUTS**

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

### Section 3.2 - No Strikes.

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

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

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

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

Section 3.4 - Disciplinary Action and Discharge for Violation of Article 3. The Company reserves the right and maintains the right under this Agreement to discipline, discharge, or permanently replace, whichever the Company deems appropriate, any employee taking part in any violation of this Article 3 of the Agreement.

Employees will have the right to grieve and arbitrate any such action under Articles 6 and 7 of this Agreement.

Section 3.5 - Reservation of Rights and Remedies. Nothing in this Article 3 shall preclude or waive any right, to which the Company or the Union previously was entitled, to seek legal or other redress of and recovery in any forum or tribunal with jurisdiction, nor do the parties to this Agreement

concede or waive any rights in this regard to which they may be entitled by future legislation.

## **ARTICLE 4 UNION SECURITY**

### **Section 4.1 - Union Security**

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

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

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

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

(e) **Employees Holding Certain Religious Beliefs.** An employee who, because of sincerely held religious beliefs, objects to joining or financially supporting labor organizations shall comply with the provisions of Section 4.1(a), (b) or (c), whichever is applicable; except that, in lieu of tendering payment

to the Union, such an employee shall pay the amount of monies specified under such paragraphs either to Guide Dogs of America, 13445 Glenoaks Boulevard, Sylmar, CA 91342; Feed the Children, Inc., P.O. Box 36, Oklahoma City, OK 73101-0036; or the American Red Cross, National Headquarters, 2025 E Street, NW, Washington, D.C. 20006 (all of which are IRC Section 501 (c)(3) charities), as selected by the employee. Not later than the end of the first (1st) working day after the tender dates specified in Section 4.1 (b) or (c), the employee shall deliver to the employee's Union shop steward a dated receipt from the charity indicating that payment of the required amount was received by the charity on or before the applicable tender date.

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

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

(b) The Union may demand the discharge of any employee who, as of any tender date specified in Section 4.1, is delinquent in payments required under Section 4.1, by serving written notice of such demand

on the Company not later than ten (10) calendar days after such tender date, if, at least thirty (30) calendar days prior to such tender date, the Union has notified the employee: (1) of (a) the precise amount of the delinquency;

(b) the months to which the delinquency is attributable; (c) the method used to compute the amount of delinquency; and (d) the date by which such delinquency must be paid; and (2) that failure to pay the amount of the delinquency will result in the employee's discharge. As soon as the Company verifies that the employee specified in such written notice failed to comply with the provisions of Section 4.1, that the Union has given the employee the notice required by this Section 4.2, and that the discharge of the employee would not otherwise be unlawful, the Company shall discharge the employee.

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

## ARTICLE 5 CHECKOFF

### Section 5.1 - Checkoff.

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

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

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

(c) of Section 5.1.

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

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

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

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

Section 5.4 - Processing of Checkoff Authorization Forms.

(a) The checkoff authorization forms:

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

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

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

Section 5.6 - No Solicitation. There shall be no solicitation of employees for Union membership, contributions, dues, service fees, or any other payments conducted within the confines of Joint Base Andrews, Maryland, during times when either the employee (or employees) being solicited or any employee (or employees) performing such solicitation are being paid by the Company to perform work. Employees may solicit for only membership during meal and break periods. At the beginning of each month, the Company will provide to the Union a list showing the names of newly hired employees to the bargaining unit and the classification to which they have been assigned by the Company.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

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

(a) Grievance. A grievance shall mean a dispute between an employee, or the Union, and the

Company involving an interpretation, application, or an alleged claim of breach or violation of the specific and express terms and provisions of this Agreement, except those disputes, terms, provisions, or matters expressly excluded from being grieved under this Article 6 by other provisions of this Agreement.

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

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

#### Section 6.2 - Procedural Steps.

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

(b) Step 1:

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

is reached before the Supply Manager renders his or her Step 1 decision, the settlement will be reduced to written form and signed by the Supply Manager, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Supply Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(1), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

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

If the Fuels Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(2), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

- (c) Final Step-- Written Appeal to the Project Manager. If the grievance of a Supply Department employee is not settled at Step 1 or the grievance of a Fuels Department employee is not settled at Step 1, the union steward on behalf of the employee, not later than ten (10) work days after the union steward's receipt of the decision rendered in accordance with Sections 6.2(b)(1) or 6.2(b)(2) above, may file a written appeal of that decision to the Project Manager. Department(s) without a manager, or an acting manager, it is understood the Step 1 is waived. The written appeal shall include a copy of the written grievance submitted at the preceding step and a copy of the decision from the preceding step, together with all documents and other evidence in support of the grievance. Not later than ten (10) work days after receipt of the written appeal, the Project Manager, or his or her designee, shall meet with the employee, the union steward, and the Union's Business Representative, as well as with the employee's managers to confer and discuss the grievance. The Project Manager, or his or her designee, shall give his or her written answer to the grievance within ten (10) work days after such meeting, which answer shall be final and binding on the employee, the Union, and the Company, unless it is a matter that is subject to review by arbitration and it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 7 of this Agreement. If a settlement of the grievance is reached before the Project Manager renders his or her Final Step decision, the settlement will be reduced to written form and signed by the Project Manager, the Union Business Representative, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Project Manager fails to provide his or her written answer within the time limit specified in this Section 6.2(c), the response to the grievance shall be deemed to be the Project Manager's written answer of denial on the date the limitation period expired for purposes of taking an

appeal to arbitration under Article 7 of this Agreement.

Section 6.3- Written Presentation. All grievances presented at Step 1, and Final Step of the procedure set forth in Section 6.2 of this Agreement shall contain the following information:

- (a) Name(s) of the employee(s) involved.
- (b) Date of the alleged grievance.
- (c) Date of the first discussion of the grievance with the immediate manager, if any.
- (d) Date of the immediate manager's answer or response to the grievance, if any.
- (e) Nature of the grievance and the alleged facts giving rise to the grievance.
- (f) Date of the presentation and delivery of the written grievance.
- (g) The provision(s) or section(s) of the Agreement alleged to have been violated.
- (h) Proposed remedy.

All grievances at Step 1, and appeals at Final Step of the procedure set forth in Section 6.2 of this Agreement and any written consents for extension of time periods shall be signed and dated by the grievant(s) or the union steward of the grievant(s), and, as applicable, the Union Business representative. All written answers and any written consents for extension of time periods submitted by the Company shall be signed and dated by the appropriate Company representative.

Section 6.4-Time Limitations and Written Waivers of Procedure.

(a) The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. During any procedural step or within the time limit for proceeding to the next step or to arbitration after a decision by the Company, the Union may accept the Company's decision; reject the Company's decision and timely proceed to the next step or arbitration, as applicable; or withdraw the grievance. If such time limits are not met or if the grievant and/or the Union do not take the required action within the specified time limits (except in those instances where the Union and the Company both consent and agree in writing to extend such time limits), the grievance shall be deemed forever settled and waived.

(b) The time limits specified in this Section 6.2 may be extended by mutual written agreement of the parties. The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to the Final Step of the grievance procedure.

(c) The Company and the Union may mutually agree in writing to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

(d) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement; has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union; or upon an employee's refusing representation in the grievance and arbitration process by a union steward and/or the Union Business Representative.

## **ARTICLE 7 ARBITRATION**

Section 7.1 - Appeal Procedure. Any grievance that involves the interpretation or application of the terms of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 6 of this Agreement, and that has not been resolved or settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with a written notice of appeal within thirty (30) work days after receipt of the written answer of the Company at the Final Step of the grievance procedure set forth in Article 6 of this Agreement. The failure to appeal a grievance to arbitration in accordance with this Section 7.1 shall constitute a waiver of the Union's right to appeal to arbitration, and the answer of the Company at the Final Step of the grievance procedure shall be final and binding on the grievant, the Company, and the Union.

Section 7.2 - Selection of Arbitrator. The appeal to arbitration shall be heard and decided by an arbitrator selected from a list of qualified and impartial arbitrators furnished by the Federal Mediation and Conciliation Service. Not later than ten (10) work days after the Union serves the Company with a written notice of appeal a grievance to arbitration, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish to the Company and the Union with a list of seven (7) qualified and impartial arbitrators. Upon receipt of that list, the Company and the Union shall promptly notify one another if there is objection by either party to the initial panel of arbitrators named in the list provided by the Federal Mediation and Conciliation Service. If such an objection is made, the Company and the Union shall promptly request a new list of arbitrators from the Federal Mediation and Conciliation Service. Within twenty (20) work days after receipt by the Company and the Union of either the original list if no objection to it was made, or the second list if objection was made, the Company and the Union shall alternately strike names from the list (the right to strike the first name having been determined by lot), until one (1) name is agreeable to both parties or until only one (1) name remains. The arbitrator whose name remains shall hear the appeal.

Section 7.3 -Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator, and his or her opinion and award, shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement specifically at issue between the Union and the Company. In considering the appeal, the arbitrator shall be governed by the following provisions and limitations:

(a) The arbitrator shall hear all evidence and arguments on the specific issues in dispute, and the written decision of the arbitrator shall be final and binding upon the grievant, the Union, the bargaining unit, and the Company.

(b) The arbitrator shall issue his or her decision not later than thirty (30) days from the date of the closing of the hearing or the date of submission of post-hearing briefs, whichever is later. The parties can consent in writing to extending the time for the arbitrator's submission of a decision.

(c) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issue or issues submitted. The parties will jointly submit a mutually agreed, signed statement setting forth the issue or issues to be decided by the arbitrator, the specific contract provisions alleged to have been violated, and the remedy or relief sought. The stipulated issue or

issues shall be the sole matters to be decided by the arbitrator. Should the parties fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the arbitrator shall determine, preferably before the hearing, the issue or issues to be arbitrated.

(d) The arbitrator shall have no authority to determine any issue or issues other than the precise issue or issues submitted, and the arbitrator shall refrain from issuing any statement, opinion, or conclusion not essential to the determination of the precise issue or issues submitted.

(e) The arbitrator shall limit its decision strictly to the application or interpretation, or both, of the specific and express provisions of this Agreement as related to the specific issue or issues submitted.

(f) The arbitrator shall be without power and have no authority:

- (1) To make any decisions contrary to or inconsistent with the terms of this Agreement;
- (2) To make any decisions which add to, detract from, alter, amend, modify, supplement, or ignore in any way the terms and provisions of this Agreement;
- (3) To make any decisions which are contrary to or inconsistent with, or which ignore in any way the terms and provisions of this Agreement, applicable law, or any applicable rules or regulations that have the force and effect of law;
- (4) To make any decision limiting or interfering in any way with the power, duties, and responsibilities of the Company under federal and state laws or other applicable laws, rules, and regulations except as such powers, duties, rights, and responsibilities have been lawfully delegated, abridged, or modified by the provisions of this Agreement; and

(g) The arbitrator's award may include backpay to the grievant(s); however, the following limitations shall apply to any monetary awards:

- (1) No award for backpay shall exceed the amount of pay the employee would otherwise have earned at the employee's straight-time rate of pay, and if applicable and proven, any overtime pay entitlement, and such backpay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration; but in no event shall the Company be in any way liable for or obligated to provide any backpay, monetary award, relief, or grievance settlement for any time earlier than eleven (11) work days before the date of initial filing of the Step 1 grievance, and also provided that any such backpay, monetary award, relief, or grievance settlement related to any loss falling within this eleven (11) work-day period shall be limited to the actual loss incurred by the grievant during this eleven (11) work-day period.
- (2) If back pay is awarded, there shall be deducted from that backpay amount any other compensation, including wages, commissions, workers compensation benefits, and unemployment compensation benefits, that the grievant may have received or which may be due the grievant for the designated award period.
- (3) The award shall not exceed the actual loss to the grievant and shall not include punitive damages.

(h) Arbitrability. If the Company asserts that a grievance or appeal is not arbitrable, including but not limited to the contention that there has been a failure to comply with the procedural requirements of Articles 6 and 7 of this Agreement, the arbitrator:

- (1) Shall first take and hear all evidence, testimony, oral argument, and presentation of legal authorities by the parties, without submission of post-hearing briefs, limited solely to the issue of arbitrability;
- (2) Shall initially decide the issue of arbitrability at and during the hearing upon the evidence, testimony, oral argument, and presentation of legal authorities initially made by the parties, and shall not proceed to take and hear any evidence, testimony, oral argument, and presentation of legal authorities by the parties on the substantive merits of the grievance until after the arbitrator has decided and determined the issue of arbitrability at the hearing;
- (3) Shall not have any authority or jurisdiction to receive evidence or decide the substantive merits of the grievance until after the arbitrator determines at the hearing whether the grievance is arbitrable; and
- (4) Shall either deny the grievance if it is determined not to be arbitrable, or reconvene the hearing to hear and receive evidence and to decide the substantive merits of the grievance, if it is determined to be arbitrable.

Section 7.4 - Reporting of the Arbitration Proceedings. Either party or both will be allowed to have the arbitration recorded and reported by a certified court reporter. If both parties agree to retaining the services of a court reporter for recording and reporting of the arbitration proceedings and/or if both parties obtain a copy of the arbitration hearing transcript (no matter who initially retained the services), payment of the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator shall be shared equally between the Union and the Company. If only one party obtains retains the services of a court reporter for recording and reporting of the arbitration proceedings and only that party obtains a copy of the arbitration transcript, that party shall pay the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator. In any event, each party shall bear and pay its own costs for its copy of the arbitration hearing transcript.

Section 7.5 - Location of Arbitration Hearing. The parties will conduct arbitration cases at a location within twenty-five miles of the site where the grievance originated, unless the parties agree otherwise in writing.

Section 7.6 - Fees and Expenses of Arbitration. The fees and expenses of the arbitrator selected from the list furnished by the Federal Mediation and Conciliation Service shall be borne equally by the parties. Other than the fees and expenses of the arbitrator as specified in this Section 7.6 and of the court reporter as specified in Section 7.4 above, each party shall bear its own arbitration expenses, including costs and fees of its representatives, attorneys, witnesses, and its copy of the transcript.

## **ARTICLE 8**

### **LAYOFFS, ASSIGNMENTS, AND TRANSFERS**

Section 8.1 - Definitions.

(a) **Seniority.** Seniority shall mean an employee's length of continuous, unbroken service within or without the bargaining unit (unless otherwise specified to the contrary in this Article 8), measured in calendar days from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force. When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his or her social security number shall be considered to be the most senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in this Section 8.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) **Seniority Pool.** All employees holding the same job classification delineated in Appendix 1 to this Agreement shall constitute a seniority pool.

(c) **Seniority Lists.** Semi-annually, the Company will supply the Union with a seniority list of employees covered by this Agreement. Employees may contest the accuracy of their seniority status, through a Shop Steward in writing to the Project Manager; and if an error is established, the correction will be made and the Shop Steward will be notified of such in writing. After thirty (30) days from when supplied by the Company and posted on the Union bulletin board, the seniority status of all employees shown on the posted list, as may be corrected, will be incontestable. The Union will be notified of additions or deletions to the seniority list between postings.

## Section 8.2-Layoff.

(a) **Determination of Layoffs.** The Company will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be affected. The Company shall provide a list to the Union at the time of layoff. However; Shop Stewards shall also be senior members of the bargaining unit as defined in Article 2A Section 2A.1 The Union shall furnish the names of all stewards to the Company and shall notify the Company of any changes to the stewards.

(b) **Temporary Layoffs.** If the Company determines that one (1) or more employees in a seniority pool shall be laid off for five (5) or fewer consecutive regular workdays on which such employees would normally be scheduled to work, the Company shall not be restricted in selecting the employees who will be laid off. Nevertheless, any employee with a "Yankee White" security clearance or current Special Experience Identifier (SEI) to meet the requirements of the PWS for Cryo, Lab and Accounting shall not be included in any temporary layoff seniority pool. Employees who are temporarily laid off have the option of using earned and available personal time off time instead of being off of work without pay.

(c) **Other Layoffs.** **If the Company determines that one (1) or more employees in a seniority pool shall be laid off for more than five (5) consecutive regular workdays on which such employees would normally be scheduled to work, the Company will first lay off employees in their probationary period, as defined in Section 1.3 of this Agreement. Thereafter, the Company will determine the employees to be laid off based upon the qualifications, skills, abilities, reliability, experience, documented work performance, and corrective action records, safety records, certifications, licenses, security clearances, and**

**other job-related factors necessary to perform the remaining work and satisfy the Company's obligations under its Government contract and applicable Performance Work Statement (PWS).**

**Where the Company determines that two (2) or more employees are substantially equal in these factors, seniority shall govern, and the least senior employee(s) shall be laid off first.**

**Notwithstanding the foregoing, the Company may retain the minimum number of employees possessing a current Yankee White security clearance and/or a current Special Experience Identifier (SEI) required to satisfy the qualification, staffing, certification, or mission requirements of the Government contract or applicable Performance Work Statement.**

**Once those operational requirements have been satisfied, any remaining employees possessing such qualifications shall be included in the applicable seniority pool and considered for layoff in accordance with this Section.**

**The Company's determination under this Section shall be based upon legitimate business and operational considerations and shall not be arbitrary, capricious, or made in bad faith.**

(d) Severance. The Severance Allowance Policy is as follows:

- Employees with less than three full years of continuous service are not entitled to severance pay.
- For those employees entitled to severance pay, one week of severance shall be paid for each full year of continuous service (e.g. 12.5 years of service would entitle an employee to 12 weeks of severance)
- The maximum severance benefit is 15 weeks pay even if the employee has more than 15 years of continuous service.
- Continuous service is defined as the whole span of continuous employment with the Company at Joint Base Andrews, or continued employment with the Company and predecessor contractors on the government customer contract and preceding government customer contracts at Joint Base Andrews, whichever is greater. An employee placed on layoff shall be considered to have experienced a break in service if such employee is placed on layoff and subsequently recalled from layoff or later rehired.
- Employees who are recalled after having received severance pay and then laid off again shall receive severance on their subsequent layoff based solely on time worked following their most recent recall to work.

In the event of termination by the prime contractor of its contract with the Company for work to be performed at Joint Base Andrews, the severance allowance policy detailed above will be modified as follows:

An employee shall not receive severance allowance if the employee is offered employment by, employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract where credit for prior length of service is preserved under substantially equal conditions of employment in a position requiring the same, similar, or greater responsibility. If an employee fails to exert all reasonable efforts to secure employment with a successor company, even though a position is available, he will forfeit severance rights.

When an employee is formally advised that he is to be placed on layoff status, other more senior employees within the same work area may request consideration to replace the affected employee. The employee who is volunteering to be laid off in place of the person who was to be

laid off (in seniority order) will complete the appropriate forms absolving the Company and the Union of any future liability. The request for layoff will be reviewed by management consistent with the needs of the business\*\*. Management action on the request will not be subject to the Grievance procedure. It is clearly understood by the Company and the Union that this would be a voluntary action on the part of the requesting employee and the Union would be notified of such request. It is also understood that the employee so laid off will be entitled to layoff benefits in the same manner as if he was laid off in seniority order.

\*\*Needs of the business is defined as impact on the mission.

Section 8.3 - Transfers Out of the Bargaining Unit. Bargaining unit employees who are transferred or promoted to positions within the Company at the facilities located at Joint Base Andrews, Maryland but which are not job classifications within any bargaining unit within the Company, shall retain and accrue seniority as specified in this Section 8.3, but upon such transfer or promotion, those employees shall not be regarded as working under or governed by the terms of this Agreement while occupying such positions. Employees so transferred or promoted shall retain and accrue seniority for a period of thirty-one (31) calendar days from the date transferred or promoted out of any of the bargaining units. If those employees transferred or promoted under and subject to this Section 8.3 return to any of the bargaining units, they shall be allowed to exercise seniority as retained and accrued under this Section 8.3. The seniority of those returning employees will be adjusted and re-established based upon (a) the retained and accrued seniority under this Section 8.3 and (b) the interruption in seniority and no-seniority accrual while so transferred or promoted to the non-bargaining unit positions or job classifications. The Company shall provide a list to the Union at the time of transfer.

#### Section 8.4-Recall.

(a) Order of Recall. If the Company determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff from that seniority pool, provided that they are qualified to satisfactorily perform the duties of the job in the classification or seniority pool which is being recalled and are also available for immediate return to work for the Company on the date specified for recall.

(b) Notice of Recall. The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A copy of such notice shall also be sent by regular mail to the Union. The employee must, within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of the employee's intent to return to work on the date specified for recall and, thereafter, return to work on such date. If the employee does not respond as required by this Section 8.4(b), the next employee may be recalled and the notified employee will be terminated from employment with the Company. If no qualified employee remains, a new employee may be hired.

(c) Failure of an employee to keep the Company advised in writing of the employee's current and correct address shall relieve the Company of any obligations under this Article 8.

#### Section 8.5 -Assignments, Transfers, Promotions, and Filling of Vacancies.

(a) Temporary Assignments. In order to provide maximum stability, to ensure efficient operations and the security of all employees, and to minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract with the U.S. government for

no longer than ninety (90) calendar days. An employee temporarily assigned by the Company's management to another job position shall be paid in accordance with Section 9.4 of this Agreement for the hours spent actually working in that position.

(b) Posting Notice of Vacancy. When the Company determines to fill a job classified vacancy within the bargaining unit, the Company will post a notice of the vacancy or job openings on employee bulletin boards within twenty (20) days of that decision for seven (7) work days. Such notice shall contain the following information:

- (1) Job classification.
- (2) Department
- (3) Specific initial shift assignment.
- (4) Qualification requirements as established by the Company, including physical, certification, technical, skill, and experience requirements.
- (5) Wage rate.
- (6) Required reporting date and time.
- (7) Date and time after which bids will no longer be accepted for the job.

The Company shall furnish a copy of the job posting at the time of posting to the union steward for the area in which the job is located. The Company may, at its option, temporarily fill a job vacancy by assignment pursuant to Section 8.5(a) or until it is filled through the notice and bidding procedures under this Article 8, whichever is earlier.

(c) Bidding. Subject to the provisions of Section 8.5(f), any employee may submit a bid for the job on the company's electronic website. Employees who complete the application process on the electronic website receive an email confirmation of their submittal. The employee will provide their email application confirmation to the onsite Human Resources (HR) representative who will then provide a copy to the Chief Steward. Bids received after the closing date shall not be considered. The Company reserves the right to cancel the posted bid or withdraw its filling of the vacancy prior to the successful bidder assuming the duties thereof.

(d) Selection.

- (1) From among employees who submit bids for the posted job, the Company will award the job to the senior employee who is most qualified for that job. If no employees who submitted bids are qualified for the posted job, the Company may fill the job from any source. An employee awarded a job vacancy shall be reclassified to the job classification as of the first day of work on the job. The Company will make its best efforts to award the job vacancy within twenty (20) working days after the posting of the notice of vacancy.
- (2) Qualifications. In application of the principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications to be performed in the work involved. For purposes of Sections 8.4 and 8.5(e), the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved as determined by the Company. For all other purposes, the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved.

- (3) **Qualifications Program.** It is the intent of the Company and the Union to cooperate and to develop and implement together a qualifications program to enhance qualifications of employees and to serve as a standard for selections to job classifications and promotions.

(e) **Restrictions on Bidding.** An employee, who is awarded a job for which the employee bid, must accept it. If, immediately prior to being awarded a posted job, the designated job classification of a full-time employee who was awarded the posted job was in the same labor grade as the posted job, or a higher paid labor grade than the posted job, the full-time employee may not bid for another job for a period of twelve (12) months after being awarded the job. Nevertheless, if the Company, pursuant to Section 8.5(d), cancels the posted bid or withdraws its filling of the vacancy prior to when employee, as the successful bidder, assumed the duties thereof, the twelve (12)-month bidding restriction in this Section 8.5(f) shall not apply. An employee must have been employed by the Company for twelve (12) months in order to bid. The parties agree that this restriction for new employees may be waived for individuals by mutual agreement.

(f) **Disqualification of Bidder.** An employee who is unable to perform the job to which he bid to the satisfaction of the Company within sixty-four (64) work days after being awarded the job shall be returned to the job classification the employee held at the time of submitting the bid. An employee so returned shall not be eligible to bid again for the same job from which the employee returned for a period of twelve (12) months.

(g) **Transfers for Training.** As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of direct training of employees. Sufficiently competent employees within a classification will be considered for training in accordance with the Company's and Government requirements. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment. The Company will determine the need and the number of employees to include SEI's to be so trained and will arrange such direct training with the Government. Prior to hiring an outside SEI candidate internal employees will be canvassed to determine interest.

**Section 8.6 - Termination of Seniority.** An employee's seniority shall be terminated and the employee's rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quitting, retirement, or resignation;
- (b) Failure to give notice of intent to return to work after recall within the time period specified in Section 8.4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) A time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason (this provision does not apply to layoff or for a leave period under the workers compensation laws of Maryland, under the Family and Medical Leave Act taken pursuant to Section 13.1 of this agreement) or for any reasonable accommodations for any employee on leave under the Americans with Disabilities Act.
- (d) Failure to return to work upon expiration of an approved leave of absence; and

(e) Failure to be recalled from layoff for a period of twenty-four (24) months or for a period equal to the employee's seniority, whichever is less, but may be extended by mutual agreement.

Section 8.7 - Return of Personnel to the Bargaining Unit. A person, who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company at its facilities located at Joint Base Andrews, Maryland, may be transferred to any designated job classification in the bargaining unit in accordance with the job vacancy, bidding, and selection process under this Article 8.

Section 8.8. Nothing in this Agreement shall be construed to prevent an employee from performing work that is below his or her classification when required to do so by the Company. Under those circumstances, the employee will be paid in accordance with the terms of Section 9.4 of this Agreement.

Section 8.9 - Employment and Conflicts with Other Employers. Employees are free to participate in off-duty employment or to seek or obtain employment with any employer other than the Company as the employee may desire, subject to the following restrictions:

(a) Off-duty employment or any activities related thereto must not interfere with the employee's performance of job duties attendance with the Company.

(b) Employees involved in any purchasing or procurement activities, tasks, or actions for the Company shall not own or be employed during off-duty hours by businesses that are current or potential vendors of the Company.

(c) Employees are prohibited from using any Company identification, documents, or records to gain access to any government installation or facility to perform any non-Company business or activities.

(d) For employees hired after the start date of this agreement, prior to starting such employment, the employee must notify the Company in writing by completing and returning the Company's secondary employment notification form.

## **ARTICLE 9 WAGE AND TRAINING COSTS**

Section 9.1 - Definition of "Designated Job Classification". The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification in accordance with the procedures set forth in Sections 8.2 or 8.3 of Article 8 of this Agreement, in which case, the job classification to which the employee moves shall become the employee's designated job classification. Job classifications are listed in Appendix 1.

Section 9.2-Straight Time Rate of Pay. Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for the employee's designated job classification for all time for which the employee is entitled to compensation pursuant to a

provision of this Agreement. The straight-time rate of pay for each job classification set forth in Appendix I hereto shall be the hourly rate specified for that job classification.

### Section 9.3 - Overtime.

(a) Rate of Pay. For all hours worked, in excess of forty (40) hours in a workweek, an employee shall be paid one and one-half (1.5) times the employee's straight-time rate of pay for that workweek; provided, however, that the employee shall not work any overtime nor be paid for working any overtime that has not been directed by and authorized by the proper supervisory personnel of the Company before the overtime is worked. The following paid leaves will be counted as time worked for obtaining the forty (40) hour overtime threshold pursuant to the Articles regarding: PTO, Holidays, Bereavement Leave, Voting Leave, and Court Leave.

(b) Distribution of Overtime. The difficulties of distributing overtime on an equal basis is recognized by the Union and the Company; however, the managers in charge, consistent with and in accord with the operational demands and requirements of the Company and its obligations under contracts with the United States government, will endeavor to distribute necessary and available overtime work as equally as possible among the employees, in their respective job classifications at each work center.

Section 9.4- Rate of Pay for Temporarily Transferred Employees. For the hours of actual work performed by an employee, whose designated job classification is listed in Appendix I and who is temporarily transferred to another job classification listed in Appendix I with a different straight-time rate of pay than the straight-time rate of pay for the employee's designated job classification, the employee shall be paid the greater straight-time rate between the job classification to which the employee is transferred and the employee's designated job classification.

Section 9.5-Pay Day. By the close of business on the Friday of the calendar week immediately following the close of the pay period, employees will receive their pay checks in the form of direct deposit to an individual financial institution account designated by the employee.

Section 9.6- Shift Differential Pay. A shift employee is an employee who is regularly scheduled to work shifts other than the regular working hours of 7:30 a.m. to 4:30 p.m. for Supply day shift} or 6:00 a.m. to 2:30 p.m. (for Fuels A shift and 1sHeli Supply Employees) in any work day (as defined in Section 10.4). The Supply employee designated to lock up Bldg. 3066 regular work hours will be between 8:00 a.m. and 5:00 p.m. In addition to the applicable straight-time rate of pay, a shift differential of one dollar **and ten cents** (\$1.**10**) per hour will be paid to employees for B and C shift work during the week, and also to any A shift employee who works on an off-shift beyond their normal hours. For example, if an employee works A shift which is 6:00 a.m. to 2:30 p.m. but works until 5:00 p.m., the employee will get 2.5 hours with the shift differential. For employees who work the weekend shifts (Wacky Weekenders (WWE)), the shift differential will be paid after 2:00 p.m. for the Day shift WWE. In addition, an employee working the night shift WWE will be paid a shift differential up to 6:00 a.m.

Section 9.7 - Reporting Pay. An employee who reports for regularly scheduled work will be allowed to work two (2) hours or alternatively will be paid two hours compensation at the employee's applicable straight-time rate of pay unless the employee either is notified not to report to work or could not be

notified after reasonable effort and attempts to do so had been accomplished by the Company.

Section 9.8 - Call-back Pay. An employee who is scheduled for call-back duty shall receive a minimum of ten (10) hours compensation at the employee's applicable straight-time rate of pay for the week the employee is scheduled for call-back duty. If an employee actually performs any call-back work during the employee's scheduled call-back duty period, all call-back hours worked shall be included in computing overtime compensation pursuant to Section 9.3. Employees on call-back duty will be expected to answer their phone and will make every effort to respond to customer priority requests within one hour of receiving the call. If issues arise with customer's that can't be readily resolved, contact your Manager(s) for guidance and recommendations. Employees who fail to answer and / or respond to customer priority request will forfeit two (2) hours of call-back compensation for each time they fail to respond. If an employee experiences an issue that will require them to transfer their responsibility to another employee during their call-back duty week, they will notify their Manager(s) of the change and period of change required.

Employees who state they are unable to perform after-hours support as required by their position description due to the employee's residence location or for medical reasons, must provide a signed letter request and documentation (proof of residence/ doctor's note) to management annually explaining the reason why. The Department Manager or the Project Manager must grant approval to excuse an employee from their required after-hours support.

Section 9.9 - Costs of Training. The costs of any training of employees required by the Company shall be borne by the Company, including travel and lodging expenses reasonably associated with or reasonably incurred by the employee to accomplish the required training. The Company will pay an employee's costs associated with the renewal and retention of a job-related and required commercial driver's licenses and hazardous materials certifications and licenses.

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 completion of training or after receipt of costs associated with job-related CDL. 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 9.10 -No Duplication or "Pyramiding" of Overtime and Other Premium Pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with that pay formula set forth in this Agreement that entitles the employee to the greatest amount of compensation, but the employee shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

Section 9.11- Certified to Carry Firearms. An employee who has been trained, certified and appointed to carry firearms for their particular work duties will receive in addition to their applicable straight-time rate of pay, an additional one dollar (\$1.00) per hour for all hours worked in the Mobility Element.

Section 9.12- New Technology. In the event that new technology is introduced that affects the work performed by bargaining unit employees, the Company will train those employees who at the time perform duties that will be affected by the new technology. If the union believes that additional employees work with the technology, the company agrees to meet and confer with the union regarding the training of those additional employees.

Section 9.13 - Lead Pay. If a working Lead employee is not present on a shift or area of responsibility to include all weekend shifts, Management will select the senior most qualified employee to perform working Lead duties and receive Lead pay. If the senior most qualified employee refuses, the Company will ask the next senior most qualified employee in line until there is acceptance by a qualified employee. If no qualified employee accepts, the Company will not be responsible to fill the opening.

Section 9.14 Supply Technician/ Computer Operator IV Premium Pay. The Supply Technician/ Computer Operator IV will receive a premium of fifty cents (\$.50) for all hours worked.

## **ARTICLE 10 HOURS OF WORK**

Section 10.1-Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices, and procedures shall govern the payment of all wages.

Section 10.2- Workweek. The workweek shall consist of seven (7) days, which currently begins immediately after midnight on Sunday and ends at midnight the following Sunday. The Company retains the right to change the days or times, or both, of the beginning and end of the workweek as may be required by the Company's operational needs, obligations, and commitments under applicable contracts with the United States government.

Section 10.3 - Regular Workweek. The regular workweek shall consist of forty (40) hours of work within the workweek.

Section 10.4- Workday. A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day.

Section 10.5 - Regular Workday. A regular workday for employees other than shift employees (as defined in Section 9.6 of this Agreement) shall consist of eight (8) consecutive hours of actual work (including the two rest periods) in a workday, exclusive of a lunch break.

Section 10.6 - Schedule. The Company retains the right to change the schedule for employees' work to suit varying conditions of the business and operations of the Company or special circumstances for the individual and the government. The Company and Manager will give employees, who are affected by a work schedule change seven (7) days' notice unless mutually agreed to between the Parties. Schedules will be changed only if circumstances beyond the control of the Company occur, such as, the operational needs and mission requirements.

Section 10.7 - Rest and Meal Periods. There shall be one (1) unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday. The Company shall permit the employee to take a fifteen (15) minute rest period, which may be taken without loss of pay, at a time scheduled by the employee's manager that does not interrupt or delay the work performed during each half of the work schedule. Employees scheduled to work four (4) or more hours of overtime shall be entitled to a fifteen (15) minute rest period prior to the start of the overtime period and any scheduled rest periods every two (2) hours.

Section 10.8 - Overtime Work. Subject to the provisions of this Section 10.8 and consistent with Section 9.3(b) of this Agreement, the Company shall determine when and by whom overtime will be worked. An employee who is not excused by the Company from performing assigned overtime and who fails to report for such overtime will be subject to appropriate discipline.

Section 10.9. If circumstances or conditions arise that are beyond the control of the Company and that require the Company to give employees the option to be assigned to other work or to take time off, the employees so affected who elect to take time off also shall have the option to use their earned and available personal time off time or take leave without pay.

Section 10.10 Shift Preference. An employee may make a formal request to the Company to change shifts provided they have been on their respective shift a minimum of six (6) months. The Company will canvass for volunteers in the same classification on the shift the employee is requesting to be moved. If an employee on the requested shift volunteers to move the two (2) employees will switch shifts. If more than one (1) employee on the shift volunteers to move the most senior employee will be the one to switch shifts. If there are no volunteers the employee holding the same classification with the lowest seniority on the requested shift will be required to change shifts with the requesting employee provided the requesting employee has greater seniority than the employee who would be replaced. No employee with less than one (1) year seniority may request to change shifts or be bumped to another shift. Once an employee moves on a shift preference they will be ineligible to make another shift preference application for a period of 12 months from the date they are moved to their new shift.

## **ARTICLE 11 HOLIDAYS**

Section 11.1 - Holidays Celebrated. The following eleven (11) days are designated as holidays.

New Years Day  
Juneteenth  
Veterans Day  
Martin Luther King  
Jr Birthday  
Independence Day  
Thanksgiving Day  
Presidents Day  
Labor Day  
Christmas Day  
Memorial Day  
Columbus Day

Annually, but no later than September 30 of each year, the Union may notify the Company that the employees have agreed to select, for application in the following year, one (1) of the holidays listed above to be replaced and substituted by another day during the following year to be observed as a holiday. The Union shall inform the Company which holiday is to be replaced and the date to be observed as the substituted holiday. The replaced holiday will be scheduled as a regular work day, and the substituted holiday will be scheduled as a holiday.

**In addition to the holidays listed above, the Employer will recognize any additional holiday established by an Act of Congress, Presidential Executive Order, or other Federal mandate applicable to the Contract, or any Government-directed closure or administrative dismissal affecting contractor employees, as determined by the Government.**

**Employees who are not required or permitted to work due to such additional holiday, Government-directed closure, or administrative dismissal shall receive holiday pay only if the Contracting Officer authorizes reimbursement to the Employer for such paid non-work time under the Contract.**

**If reimbursement is not authorized, employees who are not required to work may, at their election, use accrued Paid Time Off (PTO) or take Leave Without Pay (LWOP). The notification requirements in Section 12.3 may not apply.**

**The Employer will determine, based on operational requirements and Government direction, which employees are required to work during such holiday, Government-directed closure, or administrative dismissal.**

**Employees required to work on a day for which the Government has not authorized paid holiday time under the Contract shall receive only their regular rate of pay for hours worked and shall not be entitled to the holiday premium provided in Section 11.4.**

Section 11.2 - Eligible Employees. Each full-time and part-time employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on personal time off during that seven (7) day period, and who actually works his or her last scheduled workday before and first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article.

An employee, who is not a full-time or part-time employee, shall not be eligible for the benefits set forth in this Article.

Section 11.3 - No Work on the Holiday. An eligible employee who is not required to work on the day observed as a holiday, which date is normally a scheduled work day for the employee, shall receive eight (8) hours pay at that employee's straight-time rate of pay for that holiday.

Section 11.4 - Work on the Holiday. The Company reserves the right to require employees to work on a holiday; however, the Company will make every effort to schedule as many employees as possible off from work on holidays. An eligible employee who is required to work a shift that begins during the calendar day observed as the holiday shall receive one and one-half times his or her straight-time rate of pay for all hours worked, during that shift, in addition to eight (8) hours

pay at the employee's straight-time rate of pay. An employee who is required to work a shift that begins on the calendar day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

#### Section 11.5 - Holiday During a Scheduled Day Off or Personal Time Off Period

(a) If a holiday is observed on a scheduled personal time off day of an eligible employee, the holiday will be treated as an observed holiday under this Article not as a personal time off day, and the employee will receive pay only for the holiday.

(b) If a holiday is observed on a scheduled day off (other than a personal time off day) of an eligible employee, the employee will receive pay for the holiday in accordance with the provisions of this Article.

(c) Employees who are on leave without pay or who have been laid off are not eligible employees under this Article.

Section 11.6 - Overtime Credit. Any hours that an employee does not work but for which the employee is compensated pursuant to Section 11.3 or Section 11.4 shall be considered hours worked for the purposes toward computing overtime eligibility under Section 9.3 of this Agreement.

Section 11.7 -Holiday Observances. The holidays designated in Section 11.1 above will be observed on the same days that those designated holidays are observed by military and government personnel assigned to Joint Base Andrews, Maryland.

### **ARTICLE 12 PERSONAL TIME OFF**

#### Section 12.1 - Eligible Employees.

(a) An employee, who has completed the probationary period under Section 1.3 of this Agreement, shall be eligible for paid personal time off based on the employee's continuous length of service, measured from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.

(b) "Continuous length of service with the Company", for purposes of this Article 12, is defined as service that is uninterrupted by termination of employment with the Company (or by termination of employment with the Company's predecessor private sector contractors [that is, not government employers] at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.).

#### Section 12.2 - Personal Time Off Allotment and Accrual.

(a) The amount of personal time off to which an employee shall be entitled during any year shall be determined by the employee's number of years of continuous service with the Company,

measured from the employee's hiring date to the employee's anniversary date of hire for the current year, as follows:

- (1) From the commencement of the first (1st) year of continuous service with the Company until the end of the fifth (5<sup>th</sup>) year of continuous service with the Company, an employee will earn a maximum of 136 hrs. of personal time off per year to be accrued at the rate of 5.23 hrs. per pay period (26 pay periods per year).
  - (2) From the commencement of the sixth (6th) year of continuous service with the Company until the end of the tenth (10th) year of continuous service with the Company, an employee will earn a maximum of 176 hrs. of personal time off per year to be accrued at the rate of 6.77 hrs. per pay period (26 pay periods per year).
  - (3) From the commencement of the eleventh (11th) year of continuous service with the Company until the end of the ninetieth (19th) year of continuous service with the Company, an employee will earn a maximum of 216 hrs. of personal time off per year to be accrued at the rate of 8.31 hrs. per pay period (26 pay periods per year).
  - (4) From the commencement of the twentieth (20th) year of continuous service with the Company an employee will earn a maximum of 240 hrs. of personal time off per year to be accrued at the rate of 9.24 hrs. per pay period (26 pay periods per year).
- (b) Employees who are working less than thirty-five (35) hours per work week, who are hired for a specified period of time with no guaranteed hours, or who do not work full time under the Service Contract Act will receive a pro-rated amount of personal time off based on the number of Service Contract Act hours worked divided by 2,080 hours and applied as a percentage to the personal time off accrual rates specified above in Paragraph 12.2(a).
- (c) The amount of personal time off leave shall be deemed earned when accrued, and it will be accrued at the end of each two (2) week pay period according to Section 12.2(a) above.

#### Section 12.3- Personal Time Off Scheduling.

(a) Personal time off requests in excess of eight (8) hours shall be submitted by employees to the employee's manager at least ten (10) work days before the commencement of a personal time off period and must be approved by the Project Manager, or the designee of the Project Manager, before any personal time off is taken. Personal time off in increments of eight (8) hours or less shall be submitted to and approved by the employee's manager at least five (5) work days in advance. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted their requested personal time off. If a scheduling conflict exists, the Project Manager will determine which employee shall have first choice of personal time off. Personal time off will be taken in increments of one-quarter (0.25) of an hour or more except as modified in other sections of this Agreement.

**Employees may request to use accrued PTO for less than a full workday during their scheduled shift. Such requests will be considered on a case-by-case basis and may be approved or denied based upon operational needs, staffing requirements, and the Employer's ability to maintain efficient operations. Employees shall notify their supervisor as soon as practicable after becoming aware of the need for leave.**

Exception for Rescheduled Medical Appointments: Notwithstanding the advance notice requirements of this Section, when an employee timely requested PTO for a medical, dental, or other healthcare appointment and the healthcare provider subsequently reschedules the appointment to an earlier date that does not permit compliance with the required advance notice, the employee may submit a revised PTO request as soon as practicable after learning of the change. The Employer will not deny the request solely because the employee is unable to satisfy the advance notice requirement, provided the absence can be reasonably accommodated based on operational needs. The Employer will require reasonable documentation of the rescheduled appointment.

#### Section 12.4 - Use of Personal Time Off.

a) PTO is intended to provide paid time away from work for approved or legally protected purposes and is not intended to be used in a manner that disrupts operations or circumvents scheduling or attendance requirements. Employees may use up to fifty-six (56) hours per contract year (October 1<sup>st</sup> – September 30<sup>th</sup>) of Paid Time Off (PTO) for purposes protected under Executive Order 13706 and applicable regulations. PTO used for EO 13706-protected purposes shall not be subject to discipline when used in accordance with this Article.

The designation of up to fifty-six (56) hours of PTO as EO 13706-protected leave does not require employees to use such leave and does not affect the availability of PTO for other approved purposes. However, unscheduled PTO usage in excess of fifty-six (56) hours in a contract year (October 1<sup>st</sup> – September 30<sup>th</sup>) may be subject to progressive discipline.

The Employer may require reasonable documentation for PTO absences of three (3) or more consecutive workdays, consistent with Executive Order 13706.

PTO used for reasons other than EO 13706-protected purposes must be requested and approved in advance. Nothing in this section limits an employee's ability to use accrued PTO for scheduled time off, including vacation, subject to normal scheduling and approval requirements.

An employee will have a maximum carryover of two (2) times their PTO accrual tier. Any employee who has accrued unused leave on their anniversary date greater than two (2) times their PTO accrual tier will be cashed out those hours above their maximum carryover. Employees will receive payment for this leave within two pay periods of their anniversary date.

(b) An employee who has completed one year's continuous service with the Company will be paid for personal time off hours accrued but not used at the time of termination of employment, regardless of the nature of the termination, at the employee's straight-time rate of pay at the time of the employee's termination.

(c) If an employee is taking sick leave or is taking leave pursuant to the Family and Medical Leave Act, the employee may elect to receive personal time off pay in lieu of time off without pay.

(d) An employee, who is returning from personal time off but is scheduled to be otherwise off from

work on the day or days immediately preceding the employee's scheduled return-to-work date, shall be the last employee called to work on any such day or days for which the employee is scheduled to be off, unless an emergency situation necessitates that the employee be called in and required to report to work.

#### 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 or 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-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 2026, 2027, & 2028:

|         |                            |
|---------|----------------------------|
| H&W     | <b><u>October 2026</u></b> |
| Benefit | \$7.50                     |

**Effective the first full pay period of October 2026, and on each subsequent first full pay period of October of this Agreement:**

**The Company's hourly Health and Welfare contribution shall increase by \$0.50 per hour solely for employees who are enrolled in the Company's "Family" medical insurance plan.**

| <b><u>"Family" Medical Plan Enrollment</u></b> |                      |                      |                      |
|------------------------------------------------|----------------------|----------------------|----------------------|
|                                                | <b><u>Oct-26</u></b> | <b><u>Oct-27</u></b> | <b><u>Oct-28</u></b> |
| <b><u>H&amp;W Benefit</u></b>                  | <b><u>\$8.00</u></b> | <b><u>\$8.50</u></b> | <b><u>\$9.00</u></b> |

**The additional contribution provided under this Section shall be applied only toward the cost of the employee's "Family" medical coverage and shall not be payable as cash, credited toward any cash-in-lieu benefit, or otherwise distributed to employees who are not enrolled in the Company's "Family" medical plan.**

**Employees enrolled in any other coverage or employees who waive medical coverage shall not be eligible for the additional contribution provided under this Section.**

(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

|                           |                        |                        |                        |
|---------------------------|------------------------|------------------------|------------------------|
| IAM National Pension Fund | October 2023<br>\$1.30 | October 2024<br>\$1.30 | October 2025<br>\$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, counseling, 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. **Employees are responsible for purchasing and maintaining safety shoes or boots that meet the Employer's safety requirements, including applicable ANSI or ASTM standards, when required for their position.**

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 **four (4) each** for the Fuels Department: Lab stand-by **(1)**, Bulk Storage **(1)**, **Yankee White (1)** and the RCC expeditor **(1)**. 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, 202~~6~~<sup>9</sup>, and shall continue in full force and effect through midnight of September 30, 202~~9~~<sup>9</sup>. 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 August 2026.

**Company:**

**Akima Readiness Support LLC**

*Christopher L. Filipowicz*

**Chris Filipowicz**  
**Senior, Director Labor Relations**

*Scott Brewer*

**Scott Brewer**  
**Senior Project Manager**

*Linda Ayala*  
**Linda Ayala**  
**Project Manager**

**Union:**

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

*Joseph Paneck*

**Joseph Paneck**  
**Business Representative**

*Daniel Grzenkowski*  
**Daniel Grzenkowski**  
**Business Representative**

*Vincent Coston*  
**Vincent Coston**  
**Chief Steward**

*Barbara Johnson*  
**Barbara Johnson**  
**Committee Supply Rep**

*Joseph Gould*  
**Joseph Gould**  
**Committee Fuels Steward**

*Sharon Belle-Scott*  
**Sharon Belle-Scott**  
**Scribe**