

COLLECTIVE BARGAINING AGREEMENT

by and between

Jacobs Technology Inc.  
Erica Lane Enterprises  
Caelum Research Corporation  
Solution One Industries Inc.  
Trident Technologies, LLC

and

DISTRICT LODGE 1, Local 2424  
INTERNATIONAL ASSOCIATION OF MACHINIST  
AND AEROSPACE WORKERS, AFL-CIO

Term of Agreement

**September 1, 2022**

To

**August 31, 2023**

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## **AGREEMENT**

This Agreement is made and entered into as of September 23, 2022 by and between Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries Inc., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as “ATSS Companies” and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the “Union.” The terms or conditions or covenants contained herein represent the complete agreement between the ATSS Companies and the Union and replaces all other agreements and practices.

### **ARTICLE I - UNION RECOGNITION**

ATSS Companies recognize the Union as the exclusive bargaining representative for regular full-time, regular part-time, and temporary full-time employees on contract W91CRB-15-D-0018 at Aberdeen Proving Ground, Maryland and employed in job classifications certified by NLRB for wage rates as set forth in Appendix A of this document.

During the term of this Agreement should ATSS Companies be awarded new scope of work on this contract which includes bargaining unit employees, such bargaining unit employees shall be covered by the wages and benefits in the prevailing wage determination upon which ATSS Companies bid the new scope for the contract, until this Agreement is re-negotiated.

### **ARTICLE II - DURATION**

#### **Section 1. Effective Dates**

This Agreement Shall be effective September 1, 2022, and shall stay in full force and effect until midnight August 31, 2023, and thereafter shall continue from year to year unless either party gives written notice in writing of its desire to negotiate a new agreement at least sixty (60) days prior to the date of expiration of this Agreement or any renewal thereof.

#### **Section 2. Successor and Assigns**

This Agreement shall be binding upon any successor contractors for all the work being performed by the ATSS Companies which includes bargaining unit work at Aberdeen Proving Ground along with any other locations that bargaining unit work is being performed under this contract with ATSS Companies.

### **ARTICLE III - NON-DISCRIMINATION AND COERCION**

Neither ATSS Companies nor any of its supervisors or other agents or representative shall discriminate against any employee because such employee is a member, Steward, Officer, or other agent or representative of the Union.

Neither the Union nor any representative shall intimidate or coerce any employee, nor solicit members or funds in the work areas during working hours nor conduct other Union activity during working hours, except as provided for by this Agreement and specifically for reasonable access for new member orientation, sign up and access associated with the grievance process. Similarly, ATSS Companies shall refrain from any intimidation or coercion of its employees covered by this Agreement.

ATSS Companies and the Union agree that to the extent prohibited by applicable law, the provisions of this Agreement shall not be used, applied or interpreted to be discriminatory against any employee on account of race, color, sex, creed, age, national origin, gender, marital status, political or religious affiliations or beliefs and any other applicable federal or state regulations as may become effective during the term of this Agreement. Neither ATSS Companies nor the Union shall discriminate against any employee because of physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee is qualified. ATSS Companies and the Union agree that there will be no discrimination against any employee for any reason for activity either for or against the Union, to the extent protected by applicable law. ATSS Companies and Union agree to comply with all applicable provisions of the Americans With Disabilities Act.

#### **ARTICLE IV - UNION MEMBERSHIP**

##### **Section 1. Members**

All present employees in the bargaining unit shall become members of the Union within thirty (30) days after the effective date of this Agreement. Those employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall become members of the Union within thirty-one (31) days following their date of hire.

##### **Section 2. Membership Requirements**

Employees shall maintain union membership status in good standing. An employee shall be considered to be in good standing within the provisions of this section if he or she tenders the Union's periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership in the Union. The Union will notify each new employee of the existence of this contract and the requirement that all new employees within the bargaining unit must, upon completion of thirty-one (31) days following their date of hire with the Employer, become members of the Union in good standing. The Employer further agrees to discharge any employee who fails to comply with the Union's security provision within five (5) days of receipt of a written request to that effect from the Union. The Union agrees to release and hold ATSS Companies harmless from any and all claims brought against it as a result of the termination of an employee at the Union's request pursuant to this Article.

##### **Section 3. Dues Check-Off**

During the life of this Agreement pursuant to the terms of the form of Authorization of Check-Off of Dues provided to ATSS Companies by the Union, ATSS Companies agree to deduct union fees and dues allowed hereunder and any additional fees or dues authorized by the employee from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" furnished by the Union. The collection of union fees and dues is subordinate to all other collections and deductions (i.e., taxes, garnishment, court ordered deductions, etc.).

#### **Section 4. Company Deductions**

ATSS Companies will deduct current fees and dues pursuant to the authorization for 26 equal payments annually. Deductions provided in Section 1 shall be remitted, with the roster of employees with deductions to the Financial Secretary of the Union no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. Employee's Union payments are subordinated to all other required (federal, state, court-ordered, medical, dental, pension) deductions. If sufficient money is not available, the ATSS Companies is not responsible for the collection and submission of that employee's payment to the Union. In this case, the Union will collect its dues directly from the individual concerned.

#### **Section 5. Dues Deduction Liability**

ATSS Companies assumes no liability concerning the deduction, allocation and distribution of fees and dues and the Union hereby agrees to and shall indemnify and hold ATSS Companies harmless against and from any and all claims, demands, suits or other forms of liability or expenses in connection therewith whatsoever that may arise out of or by reason of any action taken by ATSS Companies in complying with the provisions in this Article.

#### **Section 6. Machinists Non-Partisan Political League (MNPL)**

ATSS Companies will deduct MNPL contributions pursuant to the employee-authorized amount for each month with equal deductions from the pay of employees for the first two paychecks in each calendar month. Deductions shall be remitted with the roster of employees and amount of employee contribution to the Financial Secretary of the Union no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. Employee's MNPL contributions are subordinated to all other required (federal, state, court-ordered, medical, dental, pension) deductions.

#### **Section 7. IAM Pension Fund**

- 7.1 ATSS Companies will deduct Pension Fund contributions pursuant to the authorized amount in Appendix B - Pension Deduction per Hour Table for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement. ATSS Companies will deduct the contributable amount each pay period from Health and Welfare Fringe at an hourly rate of contribution as given in the "Pension Deduction per Hour Table" for Labor Categories represented by this CBA. Deductions shall be remitted with the roster of employees and amount of employee contribution to the IAM National Pension Fund no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include deductions made in the previous month. Deviations to the remittance date may be deemed necessary based on the instructions supplied by the I. A. M. National Pension Fund for the remittance method chosen by the ATSS Companies. Employee's Pension Fund contributions are subordinated to tax deductions and all other ATSS Company deductions (e.g., Medical, Dental, Vision).
- 7.2 The hourly rate contributed shall not exceed a maximum of forty (40) hours per work week.
- 7.3 The ATSS Companies shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid leave or paid holidays.
- 7.4 The ATSS Companies shall also make contributions whenever an employee receives vacation pay at termination, or vacation pay in lieu of time off.

- 7.5 Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.
- 7.6 The I.A.M. Lodge and ATSS Companies 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.
- 7.7 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the 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 classifications or categories of hours for which contributions are payable.
- 7.8 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 upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration 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 V - SHOP COMMITTEE AND STEWARDS**

### **Section 1. Activities**

Upon execution of this Agreement, the Union shall promptly furnish the Labor Relations Manager, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the Labor Relations Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the ATSS Companies prior to receipt of written notice of appointment.

The scope of the Steward's activities on ATSS Companies' time shall be limited to the following:

1. To consult with an employee regarding the presentation of a request or clarification concerning this Agreement or a grievance.
2. To investigate a grievance of record before presentation to the appropriate supervisor.
3. To present a request concerning the Agreement or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
4. To meet by appointment with an appropriate Department Manager or other designated representative of the ATSS Companies, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
5. Chief Steward (or designee) will be given 15 minutes at the conclusion of new hire orientation to address new union employees.
6. Each new bargaining unit employee shall be introduced to the Union Steward by the Supervisor in the activity to which such employee will be permanently assigned within five (5) workdays.

**Section 2. Assignments**

The number and locations of Stewards may be adjusted by mutual agreement to compensate for facility and population changes.

**Section 3. Notification**

The Steward shall secure permission of his/her supervisor or working leader before leaving his/her work site and will report back to his/her supervisor or working leader upon return to his/her work site. The ATSS Companies will not unreasonably deny or delay access to the Steward. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the ATSS site lead before attempting to contact any employee. Permission will be granted unless operational activities are affected.

**Section 4. Reimbursement**

It is agreed that the Company shall not be required to pay an employee for any time that he is taken away from his work to serve the Union in any official capacity or to serve on any Union Committee, except as provided in the Agreement.

**Section 5. Representative Visitation**

The accredited full time representatives of the Union shall have access to areas of the ATSS work sites where employees in the bargaining unit are assigned, to the extent Government or customer regulations permit. Such visits shall be during normal duty hours to visit the ATSS Companies' duly designated representative for the purposes of investigating grievances or other legitimate business concerning labor relations matters. Adequate provisions will be made for prompt access through the gate and for private conversations with Union members.

**Section 6. Representative Regulations**

While on Company premises, such Union representatives shall be governed by all applicable security, safety, and site rules and regulations and shall be accompanied by either the Department Manager or the ATSS Companies' duly designated representative.

**Section 7. Steward Activities**

The Company will pay up to a maximum of twenty (20) hours in wages per week for time spent administering the collective bargaining agreement (CBA). It is understood that this time will be limited to activities outlined within Article V, Section 1 of the CBA. The Union Business Representative will identify a designee that may authorize utilization of time against this allocation. Employees must obtain permission from both the designee and the Labor Relations Manager prior to utilizing time against this allocation. It is further understood that time associated with Union business beyond the allocation of twenty (20) hours shall not be the burden of the Company.

Union Activities Paid (UAP) will count toward time worked in the computation of overtime.



## **ARTICLE VI - MANAGEMENT RIGHTS**

The management of the business of ATSS Companies and the direction of its personnel, including, but not limited to, the rights, authorities and prerogatives of management such as the right to hire, evaluate, transfer, promote, demote, suspend, schedule, layoff, discipline or discharge employees, to make work assignments related to work and overtime, to administer training, to maintain discipline order and efficiency on the property, to establish, determine and enforce reasonable standards of production, to make and enforce reasonable work rules and to introduce new methods, material, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities are rights vested exclusively in ATSS Companies. Furthermore, it is understood that ATSS COMPANIES rights of management are limited only insofar as the language of this Agreement and applicable laws expressly limits them. ATSS Companies agrees not to unilaterally change any provision of this Agreement. Copies of written work rules will be provided to the Union upon request.

In the event an employee is given any disciplinary action, said discipline will be administered within 15 working days (Mon – Fri) from when the Employee, Company & Union Representative meet to discuss the details of the infraction(s). An extension may be granted if the ATSS companies determine additional time is necessary and the Union is notified. No extension requests will be unreasonably denied.

Administered discipline will stay active in an employee's file and may be used to determine future progressive disciplinary actions for the time periods, starting from the time the DAR is administered, as outlined here:

Verbal DAR – 6 mos.\*

Written DAR – 1 year\*

Suspension – 2 years\*

\* From the date the DAR is signed by the employee.

## **ARTICLE VII - SENIORITY**

### **Section 1. Seniority**

ATSS Companies shall compute overall seniority to be equivalent to the employee's total length of service on the ATSS contract and predecessor contract(s) in the performance of similar work on the same basis at the Aberdeen Proving Ground (APG). Classification seniority is understood to be seniority accumulated while assigned to a specific classification. In cases of new hire employees with the same starting seniority date, the employees will be listed alphabetically. It is further understood that in the case where employees share the same classification start date, application of a reduction in force will be applied based on the employee's overall seniority.

ATSS companies will compute adjusted service to be equivalent to the employee's total length of service on the ATSS contract and predecessor contract(s) in the performance of similar work on the same basis at the Aberdeen Proving Ground (APG) less any unapproved leave of absence or break in service. It is further understood should an employee exercise recall rights in accordance with Section 4 of this Article all time while employee was on RIF status will be counted as service time.

### **Section 2. Probation Period**

An employee shall be on probation for his/her first ninety (90) days of employment during which time:

1. The employee is subject to discharge and such discharge shall not be subject to the grievance or arbitration procedure specified in this agreement.

2. The seniority provisions of this agreement shall not be applicable to the employee.
3. Excused absences shall be added to calendar days of employment to extend the probationary period.
4. If an employee completes his/her probationary period without having obtained the necessary security or other clearance or without having obtained the certification of licensure required for the position for which the employee was hired, and subsequently fails to obtain said clearance, certification or licensure, it shall be grounds for discharge and such discharge shall not be subject to the grievance or arbitration procedure.

In the event the Company feels an extension of the ninety (90) probation period is required on an individual basis, the General Manager or his/her designee, will contact the Business Representative of the Local to request an extension.

### **Section 3. Job Vacancies**

All vacancies for full-time, regular part-time, and temporary full time job categories represented by this agreement will be posted by ATSS Companies as soon as practical and will remain on the bulletin board for five (5) working days. All employees considering themselves qualified to fill such vacancies who wish to apply for vacancies as listed above must submit a bid form to the Local HR representative during the time the announcement is posted. All vacancies for posted jobs shall be governed by qualifications (as defined by the Government contract and any relevant job requirements), physical fitness, experience, skill ability and efficiency, but if all are equal, the most senior person bidding on the job shall be awarded the vacant job. Any employee moved to a job that has been posted as a vacancy shall be on probation for that job for the thirty (30) days.

Employees that are on active recall status, and have the skill and qualifications for any job opening, will be considered as internal candidates to fill vacancies.

### **Section 4. Reduction in Force**

In the event of any reduction in force or layoff, employees will be laid off in reverse classification order of seniority within classification seniority. The following sequence will apply if applicable: 1) An employee who is laid off shall have the right to bump a less senior employee from a lower level position within the same chain of classification provided the employee meets all job requirements and is eligible and qualified to perform the available job. This provision shall only apply to the specific classification and/or sub classification being affected by the Reduction in Force action. 2) An employee who is laid off shall have the right to bump a less senior employee in the most recent classification previously held based on the employee's overall seniority date provided the employee meets all job requirements, and is eligible and qualified to perform the available job. If the employee held more than one previous classification, they will bump back in the reverse order of positions held.

Any personnel laid-off will retain their right to return to work for a period of one (1) year. Any person that has exercised their bumping rights into a previously held classification shall retain their right to return to the position they were bumped out of for a period of three (3) years. Exception to this provision shall be made when the service provided to Aberdeen Test Center (ATC) on this contract will be affected by application of this seniority provision. Personnel assigned to active TDY shall not be subject to this seniority provision until they return from the TDY assignment. It is the responsibility of the employee to notify ATSS Companies of current contact information during the layoff period. The Union will not hold ATSS Companies liable for returned, refused, or undeliverable written notification.

In the event that a new job classification is created (such as Light Armor Range Technician and Combat Vehicle Technician I-IV), the Company, during the initial hiring phase, will use the employee's overall seniority date as his/her classification seniority date. After the initial hiring phase is complete, all future hires will use the date entering the classification as the employee's classification seniority date. All other provisions concerning seniority are addressed as per the CBA.

In the event a job classification is eliminated, which prevents an employee from bumping back into a previously held classification, the employee affected by the Reduction in Force shall have the right to bump a less senior employee from a lower graded general labor pool classification provided the employee meets all job requirements and is eligible and qualified to perform this job classification.

The Chief Steward or designee will meet with the Company prior to any Reduction In Force (RIF). Employee files, seniority, and bumping rights will be evaluated prior to implementation of the RIF.

The Company will make every effort to give as much notice as possible to the Union and employees involved in a RIF.

#### Voluntary Layoffs (VRIF)

1. Consideration may be given to accept voluntary requests for layoff. If more than one (1) request is received within a classification, the more senior employee will receive first consideration. If the Company accepts the employees' request, the voluntary layoff shall spare an employee within their classification if layoffs are scheduled for said classification.
2. Denial of requests to volunteer for layoff will not be subject to the grievance procedure.
3. All normal layoff benefits will apply.
4. When an employee is approved for a VRIF, all recall rights will apply as identified in Article VII – Seniority, Section 5. Recall and Section 6. Loss of Seniority.

#### **Section 5. Recall**

Employees will be called back to work starting with the most senior person within the classification who is eligible and qualified to perform the available job to be filled.

In recall, the ATSS Companies shall mail a registered or certified notice of recall to the appropriate employee. Recalled employees must respond within seventy-two (72) hours after receipt of notification, and must report for work within five (5) workdays, unless extended by the ATSS Companies. In an effort to bring back an employee in the most expeditious manner, the ATSS Companies will also call the employee with the latest contact home and/or cell phone number. In addition, the Union agrees to assist in contacting the employee in an effort to expedite the procedure. If the employee is contacted by phone and declines the recall, the Human Resources Manager will contact the Union Business Representative to then contact the employee in the same manner to verify the employee's response. Once verified by the Business Representative the Company will continue with the process if necessary.

#### **Section 6. Loss of Seniority**

Seniority shall be lost by any employee who:

1. resigns;
2. is discharged for just cause;

3. does not report back to work from a layoff within five (5) working days after being notified to report for work. The Union Business Representative (or his designee) will be given a copy of the recall letter;
4. is permanently laid-off for a period of time greater than one (1) year;
5. does not return to work for the first work shift at the end of an approved leave of absence or;
6. retires.

**Section 7. Military Service**

Where an employee returns from duty with (i.e., after being drafted or recalled) the Armed Service of the United States Government, such employee’s seniority will be maintained. While employees are serving on any Military Duty, there will be no loss of Seniority.

Employees serving in any Reserve military branch will be allotted 160 hours of differential pay per calendar year, to be used at the employee’s discretion for annual training periods, military education, and individual duty training that occurs during normally scheduled work days. These hours will not roll over to the next year and will reset at the beginning of the calendar year.

**Section 8. Promotions to Non-Bargaining Positions**

Employees who were previously covered by this CBA and accept promotion out of the Bargaining Unit have the right for up to six (6) months from the date of promotion to decline the promotion and be re-instated back to a previously held position without loss of seniority. To be promoted out of the Unit, it must be to a position not covered by this Agreement. If misconduct occurred, the reinstatement of seniority must be mutually agreed to between the Union and ATSS Companies.

**Section 9. Seniority List**

The ATSS Companies will distribute to the Union Representative, at the beginning of each quarter, a seniority list of employees employed by the ATSS Companies.

**ARTICLE VIII - HOURS OF WORK AND OVERTIME**

**Section 1. Hours of Work - Hours of Normal Operation**

1. ATC is currently operating under an alternative work schedule. The ATSS Companies shall also work the alternative work schedule.
2. The work schedule is eight workdays of 9 hours each, one workday of eight hours, and every other Friday off as depicted below:

	M	T	W	T	F	S	S
Week 1	9	9	9	9	4/4		
Week 2	9	9	9	9	off		

3. The established workweek is 1101 hours Friday to 1100 hours the following Friday.
4. The Government determines the hours and days of operation and the requirement for shifts. ATSS Companies shall set the hours of work, schedules and shifts consistent with the requirements of its contract with the government. Should ATSS Companies determine that it must change the current work schedule ATSS Companies shall provide the Union with notice of such change.

5. The ATSS Companies will provide a reasonable amount of time for an employee to wash up prior to lunch and the end of the shift. The nature of the task assigned and location of task for the employee shall be considered in determining whether to grant the time and the period of time allowed.

## **Section 2. Overtime**

1. ATSS Companies shall have the right to schedule employees to work overtime as needed.
2. Overtime shall be considered all time worked in excess of forty (40) hours in any workweek based upon the workweek which is set forth in Section 1- Hours of Work. Overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.
3. Pay for overtime hours shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.
4. Overtime rates shall include any shift differential pay to which the employee is entitled.
5. If an employee is directed by the company to report to a designated location at a specified time prior or subsequent to his/her regular shift hours, such time shall be paid at the appropriate rate
6. If overtime is officially cancelled after the employee(s) has been called back to work after completing his/her normal shift, reasonable effort will be made to inform the employee(s) of the cancellation before the employee(s) reports. If this effort is unsuccessful and the employee(s) report, the company may, at its discretion, substitute other work if possible. If other work is not, or cannot, be substituted, the employee(s) shall be deemed to have worked two (2) hours, and will be paid at the appropriate rate, even if the employee(s) did not work the two (2) hours.

## **ARTICLE IX - JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

A list of job classifications is set forth in Appendix A and includes the hourly rate for those classifications. ATSS Companies agree to provide the Union with copies of any job descriptions and with any changes, which may be made from time to time. If ATSS Companies establish a new job classification it shall provide the Union with a job description for that position and a proposed hourly rate. If the Union does not agree with the proposed rate, ATSS Companies agree to bargain with the Union.

ATSS Companies will pay either Hazard Pay rate (4% or 8%) for those jobs described by APG Regulation that qualify for the hazard pay when approved by the Contracting Officer Representative (COR) in accordance with ATC directive for Contractor Hazard Duty Pay with the exception of those classifications identified in Appendix A with an "\*" which have Hazard Pay included in their rate.

In the event an employee is fully qualified and is temporarily assigned to work outside of their regular classification by his/her supervisor or manager for which the rate of pay is higher than the pay received by the employee in his/her regular classification, he/she shall receive the higher rate of pay. The higher rate of pay will only be paid for the hours actually performing work of the higher classification. In the event an employee is assigned work temporarily in a classification lower than his/her regular classification, he/she shall receive his/her regular rate of pay.

When the contract requires the Company to provide temporary support in a classification with multiple levels, the Company will consider this to be a temporary promotion and will post these positions using the Job Vacancies provisions of this CBA. The Company will notify the Chief Steward of this request and the expected duration. Should the temporary position extend past the expected duration, the Chief Steward will be notified. The Company will consider temporary promotion time accumulated by an employee for any future full-time promotions an employee may apply for at a later date.

Special circumstances will be considered on a case-by-case basis when authorized by the Government and approved by the ATSS Program Manager or designee. Notification will be provided to the Chief Steward.

Expense/Money Reimbursement: In the event an employee is owed money due to TDY, mileage claims, PPE allowance or any other ATSS Companies approved expense on the employee's part; the ATSS Companies will reimburse the employee within thirty (30) days of submitting all required documentation.

Temporary Work Force Employees – In circumstances when the ATSS Companies deems the need to utilize temporary employees for a specific project (i.e. WIN-T) those temporary employees will pay Union Dues for the entire time period they are employed for that specific test. The Company will inform the Union when the use of these temporary employees is planned prior to their being hired for the temporary work assignment. The ATSS Companies will inform the Union of the expected start and end date of the temporary employees. In the event that the duration of the temporary work assignment will be extended the ATSS Companies will notify the Union. All temporary employees will be considered Temporary with the possibility to become permanent. A temporary assignment may last up to one year, after which the position will become a full-time position.

If there is a RIF in any classification where there are Temporary employees, the Temporary employees must be laid off prior to any regular full time employees in the classification. If an employee is in a temporary position, and their full time position has a RIF, the employee will continue in the Temporary position until that job ends, then the employee will be laid off or exercise bumping rights in accordance with the CBA.

If an On-Call employee has been requested to work a given shift, or shifts, and upon arrival to said shift he/she is told the work has been cancelled, the employee will be afforded the opportunity to work the full day as long as he/she stays and performs assigned work.

It is understood that employees who transfer from a part-time, on-call, or temporary position to a regular full time position will have their classification seniority reflect the effective date of transfer. Exception to this provision is when a position is posted as "Temporary with the potential to become permanent." In this case the employee's classification seniority will reflect that date of reclassification into the temp-to-perm position.

An employee who is promoted within their classification from a recognized trainee position to the next level based on qualifications and seniority (outside of the competitive bid process) will retain their classification seniority. It is understood that the following classification/levels are considered trainee positions: CVT I, MET I, Ballistic I, and Hvy Equip Mechanic I.

The Company agrees to reimburse the employee the costs of the fees for certifications and licenses, as required for the respective classification listed in Appendix A.

## **ARTICLE X - HOLIDAYS, VACATIONS AND LEAVES OF ABSENCE**

**Section 1. Holidays**

Holidays will be according to Federal Holiday schedule. Federal Holidays in each calendar year are identified below. When such holidays fall on Saturday, the preceding Friday will be considered a holiday; however, if the preceding Friday is Regular Day Off under the alternative work schedule, the Thursday will be considered the holiday. When such holidays fall on a Sunday, the succeeding Monday is considered a holiday.

- New Year's Day, January 1
- Martin Luther King's Birthday, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

If an Executive Order or Presidential Proclamation is issued which grants additional time off to government employees, ATSS Companies shall grant such time off to its employees, if the government agrees to apply the Executive Order or Presidential Proclamation and reimburse ATSS Companies for such time off.

An employee who observes the holiday shall receive regular wages for that day or the day celebrated for such holiday. Employees required to work on a holiday shall receive holiday pay plus one and one-half times their regular hourly rate for time worked. Holidays recognized by this CBA will be considered as hours worked in the computation of overtime.

**Section 2. Personal Leave Plan (PLP)**

1. Any employee who will have attained the company adjusted service date specified in the table below during their PLP year shall be entitled to the corresponding PLP with pay:

Up to 5 years	140 Hours
5 years or over, up to 10 years	180 Hours
10 years or over	220 Hours

2. PLP shall be accrued each of the 26 pay periods in accordance with the annual rate established in Section 1.1 It is further understood PLP will only accrue for the following: hours worked up to 40 hours in a work week, bereavement, jury duty, PLP, short term Military leave (i.e. not to exceed two pay periods), approved LOA up to the first 30 days, and to include the following; paid/unpaid administrative leave, Union Activities Paid (UAP), Union Activities Unpaid (UAU), Post Closed Not Paid (PCNP).
3. Any employee having unused PLP on their anniversary date shall have the privilege of carrying such unused PLP over into the following year. If unused PLP is carried forward, a maximum of two times their annual allocation will be permitted. Any hours above the maximum will be paid in the next full pay period.
4. PLP pay shall be at the employee's regular hourly rate for each hour of approved PLP leave for which the employee has accrued PLP credit.
5. PLP hours will count toward time worked when used.

6. Employees who discontinue service with the ATSS Companies for any reason shall be paid at employee's regular hourly rate for any unused PLP credit accrued.
7. Use of PLP must be approved in advance by an ATSS Companies supervisor or manager.
8. If an employee dies while on the payroll of the ATSS Companies, PLP pay, as provided above, shall be paid at employee's regular hourly rate.
9. Each employee who is eligible for paid PLP may, at his option, may elect to take PLP in one half hour increments.
10. The PLP year shall be defined as the period of employee's yearly anniversary date.
11. PLP used as a result of illness will require a medical certificate after being absent for three (3) consecutive scheduled work days.
12. Employees may request to sell back to the ATSS Companies PLP in as little as nine (9) hour increments as long as the employee maintains a minimum of forty (40) hours of accrued PLP. Amounts paid for PLP redemption are subject to all applicable taxes and deductions, i.e., 401(k). Employee must complete a request form prior to PLP being paid out. PLP will be paid out in the following pay period.

### **Section 3. Leave of Absence (LOA)**

Eligible employees may also exercise their rights to take leaves of absence under the provisions of Federal and/or Maryland's equivalent of the Family and Medical Leave Act (FMLA) of 1993. Employees who meet the FMLA eligibility requirements and exercise their rights to use FMLA shall continue to accrue seniority for all purposes during the period of FMLA.

ATSS Companies may grant personal leaves of absence without pay to employees who apply, with at least seven (7) days' notice (bereavement and illness excepted), for good and sufficient reasons. It is further understood that employees may request and be granted Leave Without Pay (LWP) even if they have a positive vacation balance on a case-by-case basis. Such leaves of absences in excess of thirty days will be considered on a case-by-case basis to accommodate such unforeseen situations as extended illness or injury, etc. Employees may request nine (9) months of additional disability LOA in one (1) month increments by submitting a request in writing to Human Resources at least seven (7) days prior to the expiration of the approved leave. This request must be accompanied by supporting medical documentation. In no case will the total of all approved disability LOA exceed twelve (12) months from the first date of disability. All LOA requests must be coordinated by the Manager of Human Resources.

While ATSS Companies may hire a temporary replacement for such long-term absences; the employee will be returned to his vacated position, if it is still authorized, with seniority, upon return from such approved leave of absence. Should extended illness, or injury, preclude a return to his original position or the position has been eliminated and if there is a Government approved position available that the employee is qualified for, the employee will be offered the position in accordance with his abilities (or limitations) and seniority.

Employees elected or appointed to a full-time position with the Union shall be granted a leave of absence of up to one year with no loss in seniority. Such leave may be extended at the employee's request for additional years. Such leave will be considered to be annually renewable.

### **Section 4. Bereavement – Death in the Immediate Family**

In case of the death of a member of the immediate family of an employee, the employee shall be granted three (3) workdays off at the employee's regular rate of pay to attend the funeral and to tend to administrative details. Should services require travel of 300 miles or greater one (1) additional day shall be granted, for a total of four (4) days. Upon request by the Company, the employee will be responsible for providing verifiable evidence of the death in the immediate family. For the purposes of the Administrative Leave Program, "members of the immediate family" include spouse, children, stepchildren, brothers, sisters, parents, stepparents, stepbrothers and sisters, foster parents, parents-in-law, legal guardians,



grandchildren and step-grandchildren and grandparents and grandparents-in-law, brother-in-law and sister-in-law. Bereavement hours shall count towards time worked in the computation of overtime. It is further understood that bereavement leave will not be paid as overtime hours.

### **Section 5. Jury Duty**

Employees who are called for Jury Duty shall be paid by the Company 8/9 hours of pay (whichever is scheduled), for each day of jury duty, providing the employee provides the Company with his/her daily governmental jury duty proof of attendance. When released from jury duty before 11:00 a.m., the employee is expected to return to work that day. It is further understood this is limited to forty (40) hours in a calendar year.

When an employee is absent from work in order to serve as a juror for a Grand Jury subpoena, the employee will be paid by the Company, 8/9/12 hours of pay (whichever is regularly scheduled) for each day they are absent, providing the employee provides the Company proof of each day of attendance to the Grand Jury. It is further understood that this is limited to eighty (80) hours in a calendar year.

The parties understand and agree that service on local jury duty and/or grand jury duty within the same calendar year will limit future service duty, as defined within any local, county, district, and/or federal guidelines.

### **Section 6. E.O. 13706 / State of Maryland Sick & Safe Act**

It is understood that included in the employees PLP accrual is the 56 hours of sick leave as is required by the State of Maryland Sick & Safe Act. Employees may use up to 56 hours of PLP as sick leave in an accrual year. All accrued PLP may be used as vacation and shall roll over as stated in Article X, section 2.3.

### **Section 7. Post Closure Leave**

Employees covered by this Agreement will be provided up to five (5) hours of Post Closure Leave (PCL) available on Jan. 1, 2023. PCL may only be used in the event the post is closed and employees are prohibited from coming to work. PCL is non-vested benefit that will not roll-over to the next year.

## **ARTICLE XI – HEALTH AND WELFARE BENEFITS**

### **Section 1. Health & Welfare (H&W) Fringe Rate**

The parties agree to move the Health and Welfare Fringe Hourly Rate, set forth in Appendix A, less adjustment for the pension contribution amount as defined by classification, into the current base hourly rate effective as of 5-Jan-18, as outlined by classification.

All employees must complete required Company documents during annual open enrollment.

### **Section 2. Medical Coverage Company Contribution**

Eligible employees may elect medical coverage through a Company sponsored plan. All costs associated with the benefits elected by the employee will be the responsibility of the employee, except as provided below. The Company agrees to enroll each active employee into a base level short term disability plan, at no cost to the employee.

Effective with the medical plan year 2023, the Company agrees to provide a 45% contribution of the monthly medical health benefit cost, based on the Single Level Coverage (Employee only) amount for each offered Company sponsored basic health care plan. The 45% contribution will be applied to the employee's

annually elected medical health benefit coverage level, including and not limited to: Employee only, Employee plus 1, Family coverage, etc.

**Section 3. 401(k) Savings Plan**

All regular employees are eligible to participate in the 401(k) Savings Plan effective on their date of employment. Employees may contribute a percentage of base pay in accordance with plan guidelines. IRS limitations apply. Restrictions apply to part-time eligibility. No Company match will occur.

**Section 4. Custom Choice Worksite Benefits Program**

The Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefits Systems, Inc. (EBS). EBS will be allowed to meet individually with the bargaining unit employees on site, for a period of no more than 15 minutes per year, in order to present available, supplemental insurance options. The ATSS Companies will provide a payroll deduction for premium payments directly to Employee Benefit Systems, Inc. on behalf of employees who choose to participate and execute lawful payroll deduction authorization forms. The Union agrees that such supplemental insurance options are offered, administered, and provided by and through Employee Benefit Systems, Inc. and confirms that the ATSS Companies is not a plan sponsor of such options and shall not be involved in the administration of such options now or in the future. The Union will defend, save, and hold harmless and indemnify the ATSS Companies from any and all claims, demands, suits or any other forms of liability that shall arise out of execution of this program.

**ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. General**

The Union may select a working employee as a Steward. The duties of the Steward will be to receive, but not solicit, grievances from employees. The Union recognizes and agrees that the Steward shall carry out his/her duties with a minimum of interference with the orderly progress of ATSS Companies work.

**Section 2. Employee's Responsibility**

Any employee feeling he or she has been aggrieved by a violation of any of the specific terms of this Agreement must meet with his or her Supervisor and/or Manager. Both parties will make every effort to resolve the issue at this level. The employee may have his or her Steward present if desired.

**Section 3. Definition and Limitation**

For the purposes of this Agreement, the term "grievance" means any dispute between the ATSS Companies and the Union; or between the ATSS Companies and any employee concerning the effect, interpretation, application, claim, or breach or violation of this Agreement.

In the event a grievant fails to present his/her grievance to the ATSS Companies within **ten (10)** workdays after becoming aware of said grievance, then and in that event, the grievance shall be considered as having been settled and no further action can be taken thereon.

**Section 4. Grievance Procedure**

The ATSS Companies desires that unfairness to its employees shall not exist and all grievances shall be settled, whenever possible, with the immediate Supervisor 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 grievance which an employee or the Union may have with the ATSS Companies with respect to wages, hours, or other conditions of employment shall be discussed by the employee with such employee's immediate Supervisor or Manager in an attempt to settle the matter. The Union Steward may be present at the time of this initial discussion in keeping with the election of the employee. The immediate Supervisor or Manager shall have a verbal answer

immediately, if possible, but in no event later than five (5) working days after the discussion. If the verbal answer does not settle the matter, then the employee and/or the Steward or other Union official may proceed with the matter as follows:

**STEP ONE:** Within five (5) working days after the receipt of the verbal answer, the Steward and/or Union official may present the grievance in writing to the Supervisor or Manger. Such written grievance will contain the facts upon which it is based, the date of occurrence, the specific article or articles and sections of the Agreement allegedly violated, and the remedy or correction requested. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee's Union Steward may bring the grievance to the Supervisor or Manager that provided the verbal response. The Supervisor or Manager shall have five (5) working days from receipt of the grievance to provide a written reply back to the Steward and/or Union official. If the grievance is not satisfactorily settled after the Step One response then:

**STEP TWO:** If not satisfactorily settled as outlined in Step One, the grievance may then be appealed in writing to the Labor Relations Manager, no later than five (5) working days after receipt by the Steward of the decision rendered in Step One. Otherwise, such decision shall be final and the employee shall have no further recourse. The Labor Relations Manager shall meet with the Chief Steward or Business Representative in an attempt to resolve the matter within five (5) working days after receipt of such appeal. The Labor Relations Manager will respond in writing within five (5) working days of the Step Two meeting; or may choose not to respond to the grievance, in which case the grievance automatically moves to Step Three. The Grievant will be invited if the Company and the Union agree to such attendance.

**STEP THREE:** If not satisfactorily settled as outlined in Step Two, the grievance may then be appealed in writing to the Office of the General Manager (OGM) no later than five (5) working days after receipt by the Chief Steward of the decision rendered in Step Two. Otherwise, such decision shall be final and the employee shall have no further recourse. A Representative from the OGM shall meet with the Business Representative in an attempt to resolve the matter and render a written decision thereon within five (5) working days after receipt of such appeal. The Representative from the OGM will respond in writing within five (5) working days of the Step Three meeting; or may choose not to respond to the grievance, in which case the grievance automatically moves to the Arbitration Procedure. The Grievant will be invited if the Company and the Union agree to such attendance. If the grievance is not satisfactorily settled within in ten (10) working days from the Step Three reply, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" Article.

It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

#### **Section 5. Grievance Procedure Arbitration**

Any grievance not settled in accordance with the Grievance Procedure article may be submitted to arbitration at the option of either party. The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within a ten (10) working day period following the Step 3 decision of the Grievance Procedure Article, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived. In the event either party submits a grievance or dispute to arbitration, an Arbitrator shall be selected according to and governed by the following procedure:

1. The party requesting arbitration shall request the Federal Mediation Conciliation Service (FMCS) to provide a panel composed of an odd number of arbitrators from which they will select the arbitrator by each one alternately crossing off a name, and the arbitrator left shall be designated as Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties and shall be complied with within five (5) working days after the decision has been reached, unless waived by mutual agreement.
2. The Arbitrator shall have the authority to grant damages and awards for specific grievances, violations or breaches of this Agreement and shall have no power to add to, subtract from, amend or otherwise modify the terms of this agreement.
3. The fee and expense of the Arbitrator shall be borne equally by the Union and the ATSS Companies. The party incurring other expenses shall pay all other expenses.
4. The ATSS Companies shall honor reasonable requests from the Union to release employees from work to testify as witnesses so long as it does not disrupt the schedule of testing. If a stenographic record is made, either party may order a transcript thereof and the party ordering it shall pay for the full cost.

#### **Section 6. ATSS Companies Initiated Grievance**

A complaint or grievance raised by ATSS Companies shall proceed directly to Step Two of the grievance procedure. Such complaint or grievance shall be in writing and directed to the Chief Steward.

#### **Section 7. Union Initiated Grievance**

A complaint or grievance raised by the Business Representative shall proceed directly to Step Two of the grievance procedure. Such complaint or grievance shall be in writing and directed to the Labor Relations Manager.

### **ARTICLE XIII - NO LOCKOUT/NO STRIKE**

#### **Section 1. No Lockouts**

In consideration of this no-strike pledge by the Union, ATSS Companies shall not lock out employees during the duration of this Agreement.

#### **Section 2. No Strikes**

The Union in no way will authorize, call, cause, assist, encourage, participate in, ratify, or sanction any strikes, sit down, slow down, picketing, boycott, concerted cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. ATSS Companies shall have the right to discharge, suspend, or otherwise discipline any or all employees who cause or participate in any of the above-enumerated activities. In addition to any other liability, remedy or right provided by applicable law or statute, should the above-enumerated activities occur, the Union shall within six (6) hours of a request by ATSS Companies:

1. Advise ATSS Companies in writing that such action has not been called or sanctioned by the Union; and
2. Notify employees of its disapproval of such action and instruct such employees to cease such action and resume full work immediately. ATSS Companies shall have the right to distribute the written statement provided by the Union in any manner it deems fit.

### **ARTICLE XIV - SAFETY AND HEALTH**

### **Section 1. Safety Program**

The ATSS Companies agree to follow all applicable safety and health regulations and make their best efforts to provide a safe and healthy workplace for its employees. Insofar as practical, all matters of occupational safety and health are normally to be handled directly between the designated Union safety representative(s) or committee and the designated Management safety representatives. Discussions between these parties will be directed toward the rapid and efficient solution of safety and health problems. No employee shall be required to perform work that involves an imminent danger to his or any other employee's health or physical safety once a complaint has been lodged with the immediate supervisor. An employee's refusal to perform work that is in violation to established health and safety rules, or any local, state, or federal health and safety law shall not warrant disciplinary action.

### **Section 2. Union Safety Representative**

The Union shall identify one (1) Union Safety Representative to each of the ATSS Companies sponsored Behavioral Safety Observation Report (BSOR) Committees. The purposes of the Union Safety Representatives includes: attend BSOR Committee Meetings, review BSOR Reports, make recommendations to the BSOR Committee regarding safety practices, assist in the correction of unsafe conditions and perform other tasks as may be referred from time to time. The Union Safety Representative shall meet with Union Leadership to provide feedback as necessary. The ATSS Companies shall provide administrative support for the Union Safety Representatives. Time spent by members of the Union shall be considered paid work time and must be approved by their appropriate Manager and /or Supervisor. The Union Safety Representatives shall perform tasks during normal work hours, to the extent possible.

### **Section 3. Injuries**

When an employee at work requires immediate medical attention by a medical practitioner or at a hospital as a result of an industrial injury/illness or exposure to hazardous agents in the work environment, the employee will be accompanied to the treatment facility by a ATSS Companies representative. If such employee is returned to the work site too late to use normal transportation home, the ATSS Companies will provide such transportation. The ATSS Companies shall notify the Union Business Representative or designee of all accidents that occur within 48 hours.

The Company will notify the Chief Steward or designee concerning any employee injured or suffering illness while on the job. In so much as the law will allow, the Company will provide the Union with information, so the Union can assist the employee.

### **Section 4. Protective Equipment and Devices**

ATSS Companies will provide protective equipment and devices approved by the ATC Contract Officer Representative (COR) for costs reimbursement to the ATSS Companies. Personal equipment approved for purchase by employee, such as safety shoes, will be reimbursed at the rate and interval authorized by the COR. The contract specifies that the contractor will provide all required protective equipment such as safety shoes (spark-proof, electrical hazard, or industrial); rubber/leather boots (smooth surfaced, no laces) for personnel working with DU munitions; military style flame-retardant coveralls for personnel operating combat vehicles; foul weather gear; raincoats; hard hats; bicycle/driving helmets; gloves; protective garments; hearing protection; safety glasses; etc., specified by Standing Operating Procedures and other applicable regulations for the use of such equipment. Employees will use supplied safety equipment, personal protective equipment and devices as required by OSHA, applicable SOPs, and CSTA Regulation 385-2. Failure to wear/use protective equipment may cause removal from the job site and/or seizure of non-compliant equipment and devices.

ATSS Companies will provide benefits, through a local facility, for prescription safety glasses, where such eye protection is necessary. ATSS Companies will coordinate with the local predetermined facility to

provide a select package for prescription safety glasses to include bi-focal lenses. Any costs above the selected package will be the responsibility of the employee.

As of the date of this CBA, the ATSS Companies will pay each employee \$150 per year for Personal Protective Equipment (PPE), and work related clothing. Payment will be paid to all employees in the first full pay period of April in each calendar year, this payment will be added to the employee's payroll check for this pay period with all applicable taxes. It is understood that each employee is required to report to work in industry approved, serviceable, safety footwear.

#### **ARTICLE XV - BULLETIN BOARDS**

Departmental bulletin boards shall be provided for the exclusive use of the Union in accordance with Government regulations. Notices, such as announcements of Union meetings, elections and social affairs and other matters shall be posted.

#### **ARTICLE XVI - DRUG AND ALCOHOL POLICY**

ATSS Companies shall have the right to take whatever action necessary in order to comply with the Contract requirements, the ATSS Team Company Policy, federal and state laws or regulations including the Drug Free Workplace Act and applicable Department of Transportation regulations. ATSS Companies shall not require employees to pay for any random drug testing and time expended for drug testing will be considered paid work time. Employees will be given the opportunity to have Union Representative present during testing. All ATSS employees involved in an accident or injured while on duty will be required to take an alcohol and/or drug test immediately (or as soon as possible if an injury has occurred).

#### **ARTICLE XVII - POLYGRAPH POLICY**

The ATSS Companies agrees that it shall not require, request, or suggest that an employee or applicant for employment take a polygraph or any other form of a lie detector test unless required under security provisions of the contract.

The State of Maryland, Lie Detector Tests regulation, Title 3, Subtitle 7, is incorporated herein.

#### **ARTICLE XVIII - ALTERATION OF AGREEMENT**

##### **Section 1. Alterations**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be binding upon the parties hereto unless such agreement is made and extended in writing by the parties hereto. Only the Union Business Representative with the Negotiating Committee and a duly authorized ATSS Companies Representative can enter into a binding alteration of the Agreement.

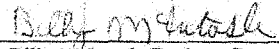
##### **Section 2. Waivers**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of all the terms and conditions herein.


**SIGNATURE PAGE**

IN WITNESS WHEREOF, Aberdeen Test Support Services (ATSS) Company Principals and District Lodge 1, Local 2424, International Association of Machinist and Aerospace Workers, AFL-CIO, has caused this Agreement to be executed on their behalf.

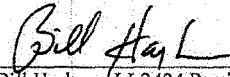
**International Association of Machinist and Aerospace Workers, AFL-CIO:**

  
Billy McIntosh, Business Representative


11-3-22  
Date

  
Eric Burleson, Chief Shop Steward

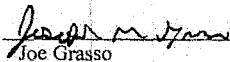
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Bill Harkum, LL2424 President

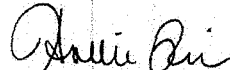
10/31/22  
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Eric Horton

10/31/22  
Date

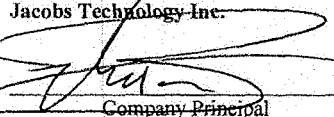
  
Joe Grasso

10/31/22  
Date

  
Hollie Rider

10/31/22  
Date

**ATSS Company Principals:**

Jacobs Technology Inc.  
  
Company Principal

10/31/2022  
Date

**Caelum Research Corporation**

James E  
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Digitally signed by James E  
Bauer: A010980000015AB95E23DD0  
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Date: 2022.10.27 14:10:47 -04'00'

10/27/22  
Date

**Solution One Industries Inc.**

Tyrone McLaurin  
Digitally signed by Tyrone  
McLaurin  
Date: 2022.10.28 13:14:51 -05'00'

10/28/22  
Date

**Trident Technologies, LLC**

**Annette Bishop** Digitally signed by Annette Bishop  
Date: 2022.10.27 18:05:41 -04'00'

\_\_\_\_\_  
Company Principal

10/27/22

\_\_\_\_\_  
Date

**eLe Corporation**

*J.P. Claman*

\_\_\_\_\_  
Company Principal

10/27/22

\_\_\_\_\_  
Date

**ATSS Company Negotiation Team:**

*[Signature]*  
\_\_\_\_\_  
Jeffrey Williams, CMS Labor Relations

11/2/2022

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Donnie Hall, ATSS Director of Operations

10-31-2022

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Chris Catterton, Manager Human Resources

10-31-2022

\_\_\_\_\_  
Date



<b>APPENDIX A - Salary and Pension</b>	<b>3.00%</b>	<b>3.00%</b>	<b>5.00%</b>	<b>\$0.25</b>	<b>\$0.25</b>	
<b>IAM Local 2424 - ATSS</b>	<b>13-Feb-21</b>	<b>29-Jan-22</b>	<b>03-Dec-22*</b>	<b>pension yr 2</b>	<b>pension yr 3</b>	<b>pension yr 4</b>
<b>Ammunition Accountability Technician</b>	\$43.92	\$45.24	\$47.50	\$3.25	\$3.50	\$3.50
<b>Ammunition Assembly Operator</b>	\$40.90	\$42.13	\$44.24	\$4.00	\$4.25	\$4.25
<b>Ammunition Assembly Operator Leader</b>	\$45.26	\$46.62	\$48.95	\$3.50	\$3.75	\$3.75
<b>Artillery Repairer</b>	\$41.03	\$42.26	\$44.37	\$1.75	\$2.00	\$2.00
<b>Artillery Repairer Leader</b>	\$39.69	\$40.88	\$42.92	\$6.25	\$6.50	\$6.50
<b>Combat Vehicle Tester I</b>	\$36.43	\$37.52	\$39.40	\$2.55	\$2.80	\$2.80
<b>Combat Vehicle Tester II</b>	\$38.43	\$39.58	\$41.56	\$3.25	\$3.50	\$3.50
<b>Combat Vehicle Tester III</b>	\$40.76	\$41.98	\$44.08	\$4.55	\$4.80	\$4.80
<b>Combat Vehicle Tester IV</b>	\$49.61	\$51.10	\$53.66	\$3.05	\$3.30	\$3.30
<b>Contractor as Representative Soldier I</b>	\$37.32	\$38.44	\$40.36	\$1.55	\$1.80	\$1.80
<b>Contractor as Representative Soldier II</b>	\$40.86	\$42.09	\$44.19	\$1.55	\$1.80	\$1.80
<b>Crane Operator</b>	\$41.57	\$42.82	\$44.96	\$3.55	\$3.80	\$3.80
<b>Electronic Technician, Maintenance I</b>	\$35.28	\$36.34	\$38.16	\$2.35	\$2.60	\$2.60
<b>Electronic Technician, Maintenance II</b>	\$42.44	\$43.71	\$45.90	\$1.80	\$2.05	\$2.05
<b>Electronic Technician, Maintenance III</b>	\$41.72	\$42.97	\$45.12	\$3.55	\$3.80	\$3.80
<b>Explosive Test Operator</b>	\$50.43	\$51.94	\$54.54	\$3.75	\$4.00	\$4.00
<b>Explosive Test Operator Leader</b>	\$60.05	\$61.85	\$64.94	\$3.50	\$3.75	\$3.75
<b>Field Safety Technician</b>	\$50.32	\$51.83	\$54.42	\$2.40	\$2.65	\$2.65
<b>Heavy Equipment Mechanic I</b>	\$34.58	\$35.62	\$37.40	\$2.25	\$2.50	\$2.50
<b>Heavy Equipment Mechanic II</b>	\$37.15	\$38.26	\$40.17	\$2.95	\$3.20	\$3.20
<b>Heavy Equipment Mechanic Lead</b>	\$40.27	\$41.48	\$43.55	\$3.40	\$3.65	\$3.65
<b>Heavy Equipment Operator</b>	\$36.33	\$37.42	\$39.29	\$4.50	\$4.75	\$4.75
<b>Heavy Equipment Operator Lead</b>	\$39.96	\$41.16	\$43.22	\$4.50	\$4.75	\$4.75
<b>Light Armor Range Technician</b>	\$42.63	\$43.91	\$46.11	\$3.40	\$3.65	\$3.65
<b>Marine Mechanic</b>	\$40.78	\$42.00	\$44.10	\$5.80	\$6.05	\$6.05
<b>Painter Leader</b>	\$42.09	\$43.35	\$45.52	\$4.05	\$4.30	\$4.30
<b>Painter, Automotive</b>	\$40.16	\$41.36	\$43.43	\$2.55	\$2.80	\$2.80
<b>Photographer I</b>	\$31.08	\$32.01	\$33.61	\$1.25	\$1.50	\$1.50

Photographer II	\$36.75	\$37.85	\$39.74	\$1.25	\$1.50	\$1.50
Photographer III	\$39.10	\$40.27	\$42.28	\$3.30	\$3.55	\$3.55
Photographer IV	\$45.84	\$47.22	\$49.58	\$3.25	\$3.50	\$3.50
Sign Maker	\$40.38	\$41.59	\$43.67	\$2.35	\$2.60	\$2.60
Small Craft Operator	\$36.49	\$37.58	\$39.46	\$4.60	\$4.85	\$4.85
Systems Operator Maintainer	\$39.66	\$40.85	\$42.89	\$4.35	\$4.60	\$4.60
Technician (2424) I	\$34.37	\$35.40	\$37.17	\$1.35	\$1.60	\$1.60
Technician (2424) II	\$36.56	\$37.66	\$39.54	\$2.70	\$2.95	\$2.95
Technician (2424) III	\$43.70	\$45.01	\$47.26	\$1.35	\$1.60	\$1.60
Technician (2424) IV	\$50.21	\$51.72	\$54.31	\$2.50	\$2.75	\$2.75
Technician (Logistics) I	\$32.17	\$33.14	\$34.80	\$1.25	\$1.50	\$1.50
Technician (Logistics) II	\$34.33	\$35.36	\$37.13	\$2.25	\$2.50	\$2.50
Technician (Logistics) III	\$38.53	\$39.69	\$41.67	\$1.65	\$1.90	\$1.90
Technician (Logistics) IV	\$46.93	\$48.34	\$50.76	\$1.25	\$1.50	\$1.50
Test Facilities Technician I	\$33.15	\$34.14	\$35.85	\$1.25	\$1.50	\$1.50
Test Facilities Technician II	\$37.52	\$38.65	\$40.58	\$4.35	\$4.60	\$4.60
Test Facilities Technician III	\$47.97	\$49.41	\$51.88	\$1.25	\$1.50	\$1.50
Test Facilities Technician IV	\$56.44	\$58.13	\$61.04	\$1.25	\$1.50	\$1.50
Test Support Technician I	\$28.12	\$28.96	\$30.41	\$1.25	\$1.50	\$1.50
Test Support Technician II	\$31.78	\$32.73	\$34.37	\$1.25	\$1.50	\$1.50
Test Support Technician III	\$33.93	\$34.95	\$36.70	\$1.25	\$1.50	\$1.50
Test Support Technician IV	\$38.14	\$39.28	\$41.24	\$1.25	\$1.50	\$1.50
Test Support Technician II (Ammo)	N/A	\$33.72	\$35.41	N/A	\$1.50	\$1.50
Transportability Operator I	\$39.52	\$40.71	\$42.75	\$1.55	\$1.80	\$1.80
Transportability Operator Lead	\$43.47	\$44.77	\$47.01	\$2.25	\$2.50	\$2.50
Warehouse Specialist	\$32.92	\$33.91	\$35.61	\$2.90	\$3.15	\$3.15

FRINGE	n/a					
Shift Differential for hours worked during the 2nd or 3rd by employee(s) regularly scheduled to work 2nd or 3rd shift.	\$1.00	\$1.00	\$1.00			
NOTE: The first Saturday after an RDO in December is when the latest increase takes effect.						
* 12/03/2022						
*Successful Ratification (09/23/22)						

Letter of Understanding

28 January 2019

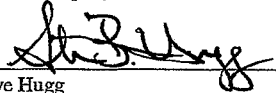
It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following amendment:

Article VII – Seniority, Section 3. Job Vacancies

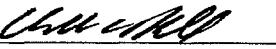
Employees who apply for open internal positions shall receive status notification through the application process. Employees will be notified of the following:

- Application Received
- Applicant not selected for interview
- Applicant selected for interview
- Applicant selected / not selection for position

For the Company:



Steve Hugg  
ATSS Program Manager  
Division VP & GM Jacobs Technology

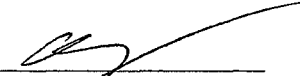


Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology

For the Union:



Billy MacIntosh  
Business Representative  
District 1- IAM&AW



AJ Begunich  
Chief Steward  
IAM Local 2424 - ATSS

Letter of Understanding

28 January 2019

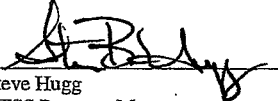
It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following amendment:

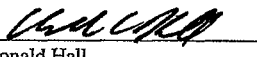
It is understood that all employees that maintain a diver certification who may be called on to participate in, or support projects, where such certification is required shall be enrolled in a program to ensure that skill and familiarity with equipment and operations is current.

That program shall include at the minimum (One) 1 yearly refresher dive involving the equipment in which they may be required to use during operations.

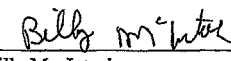
An outline of the program and records of all refreshers shall be presented to the union on request.

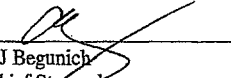
For the Company:

  
Steve Hugg  
ATSS Program Manager  
Division VP & GM Jacobs Technology

  
Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology

For the Union:

  
Billy MacIntosh  
Business Representative  
District 1- IAM&AW

  
AJ Begunich  
Chief Steward  
IAM Local 2424 - ATSS

Letter of Understanding

28 January 2019

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following understanding:

It is understood that when an employee is ineligible for FMLA solely due to the fact their respective company does not have 50 or more employees within 75 miles of the work location the following will apply.

An employee may request and will be allowed Company approved unpaid leave of absence (LOA) for the following reasons:

- To prepare for the birth of a son or daughter
- To care for a newborn child
- For adoption or foster care placement of a son or daughter
- To care for a spouse, son, daughter, or parent with a serious health condition
- To take care of the employees own serious health condition
- To transition employees or spouses who are called to active duty

Leave may be approved for intermittent use when medically necessary, however it is understood employees will be required to make every reasonable effort to schedule such leave so it does not unduly disrupt the employer's operation, and will be required to follow all of the employer's reporting processes while taking such leave. Leave taken under this agreement will be limited to 12 weeks in a rolling calendar year and shall be in addition to the additional 9 months disability LOA. The approved 12 weeks of leave will be considered as job protected leave under the same provisions outlined in Article X, Section 3 of the CBA.

For the Company:

Jill P Clemons  
2019.02.12 16:10:02 -06'00'

Company Principal  
eLe Corporation

Company Principal  
Solutions One Industries Inc.

Laura L  
Schultz:A0109800000  
01616D2885720000C  
BFD  
Digitally signed by Laura L  
Schultz:010980000001616  
026457200000000  
Date: 2019.02.12 14:46:14  
-05'00'

Company Principal  
Trident Technologies, LLC

HALLDONALD  
C.1270673887  
Digitally signed by  
HALLDONALD.C.1270673887  
Date: 2019.02.12 09:24:22  
-05'00'

Donnie Hall  
ATSS- Director of Operations  
Jacobs Technology Inc.

For the Union:

Billy MacIntosh  
Business Representative  
District 1 - IAM&AW

AJ Begunich  
Chief Steward  
IAM Local 2424- ATSS

Letter of Understanding

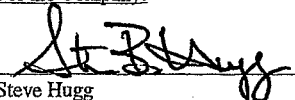
28 January 2019

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following amendment:

Article VIII, Section 2 Overtime

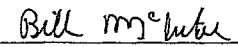
It is understood that managers shall develop and use a volunteer roster for available overtime assignments in their areas. These rosters shall allow for a fair administration of overtime among those interested. Copies of overtime rosters shall be made available upon request.

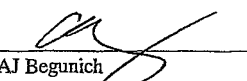
For the Company:

  
Steve Hugg  
ATSS Program Manager  
Division VP & GM Jacobs Technology

  
Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology

For the Union:

  
Billy MacIntosh  
Business Representative  
District 1- IAM&AW

  
AJ Begunich  
Chief Steward  
IAM Local 2424 - ATSS

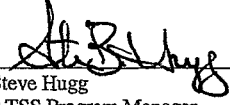
Letter of Understanding

28 January 2019

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following amendment:

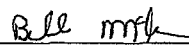
It is understood that all classifications including sub-classifications which fall under the Technician 2424 classification shall have individual job descriptions at each level.

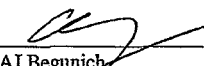
For the Company:

  
Steve Hugg  
ATSS Program Manager  
Division VP & GM Jacobs Technology

  
Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology

For the Union:

  
Billy MacIntosh  
Business Representative  
District 1- IAM&AW

  
AJ Begunich  
Chief Steward  
IAM Local 2424 - ATSS

Letter of Understanding

12, March 2019

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (The CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solutions One Industries Inc., Trident Technologies, LLC, and Erica Lane Enterprises (sLe) hereafter referred to as "ATSS Companies" and International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereafter called the "Union" agree to the following amendment:

This letter hereby amends the Agreement to reflect the following addition to Article XI Health and Welfare Benefits, Section 2 Medical Coverage.

Jacobs Technology Inc employees will be eligible to participate in Voluntary Benefits offered that are 100% paid for by the employee to include: Legal Plan, Auto/Home Insurance, Commuter Benefits, Pet Insurance and Identity Theft.

For the Company:

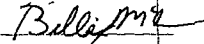
SCANLON MICHAEL  
ELT 1272013345

Michael Scanlon  
ATSS Program Manager  
VP & GM Jacobs Technology Inc.

HALL DONALD  
C.1270673887

Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology Inc.

For the Union:

  
Billy MacIntosh  
Business Representative  
District 1-IAM&AW



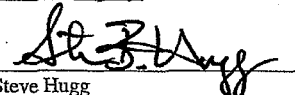
Letter of Understanding

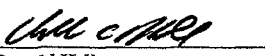
1 April 2019

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (THE CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solution One Industries, Ltd., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereinafter referred to as "ATSS Companies" and International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union" agree to the following amendment:

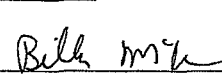
It is understood that effective 1 April 2019 all employees currently classified as "Temporary" (TEMP) will be considered as "Temporary with the Possibility Of becoming Permanent". The company agrees that all future job postings of a "Temporary" (TEMP) nature shall be considered as "Temporary with the Possibility Of becoming Permanent".

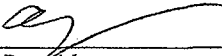
For the Company:

  
Steve Hugg  
ATSS Program Manager  
Division VP & GM Jacobs Technology

  
Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology

For the Union:

  
Billy McIntosh  
Business Representative  
District 1- IAM&AW

  
AJ Begunich  
Chief Steward  
IAM Local 2424 - ATSS

Letter of Understanding

06, April 2021

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (The CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solutions One Industries Inc., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereafter referred to as "ATSS Companies" and International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereafter called the "Union" agree to the following amendment:

This letter hereby amends the Agreement to reflect the following addition to Article XI Health and Welfare Benefits, Section 2 Medical Coverage.

Jacobs Technology Inc. employees will be eligible to participate in Maternity Benefits as detailed on page 21 of the Jacobs 2021 Benefits Guide. This is effective January 1, 2021 and will go until the end of the benefit year or until the expiration and/or re-negotiation of the current Collective Bargaining Agreement, whichever is shorter. This applies to Jacobs employees only and does not apply to any other signatories on the Collective Bargaining Agreement.

For the Company:

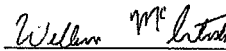
SCANLON.MICHAEL.T.1272013  
EL.T.1272013345  
Digitally signed by  
SCANLON.MICHAEL.T.1272013  
345  
Date: 2021.04.12 11:39:52 -0400

Michael Scanlon  
Vice President and ATSS Program Manager  
Jacobs Technology Inc.

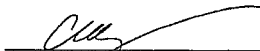
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HALL.DONALD.C.1270673887  
Date: 2021.04.12 11:54:19 -0400

Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology Inc.

For the Union:



Billy MacIntosh  
Business Representative  
District 1-IAM&AW



AJ Begunich  
Chief Shop Steward-ATSS  
District 1-IAM&AW

Letter of Understanding

04, October 2022

It is understood and agreed upon between the parties that the Collective Bargaining Agreement (The CBA) covering Jacobs Technology Inc., Caelum Research Corporation, Solutions One Industries Inc., Trident Technologies, LLC, and Erica Lane Enterprises (eLe) hereafter referred to as "ATSS Companies" and International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 1, Local Lodge 2424, hereafter called the "Union" agree to the following amendment:

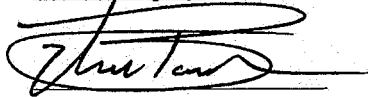
This letter hereby amends the Agreement to reflect the following addition to Article XI Health and Welfare Benefits, Section 2 Medical Coverage.

Jacobs Technology Inc. regular full-time employees will be granted paid paternity leave annually as detailed below:

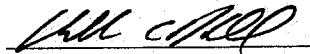
The Company will provide up to forty (40) hours of paid Paternity Leave to support eligible employees (Regular Full-Time) when their presence is needed to provide care for child after Birth/Placement. Paternity Leave will run concurrently with the Family and Medical Leave Act (FMLA) leave, as applicable.

This is effective January 1, 2023 and will go until the end of the benefit year or until the expiration and/or re-negotiation of the current Collective Bargaining Agreement, whichever is shorter. This applies to Jacobs employees only and does not apply to any other signatories on the Collective Bargaining Agreement.

For the Company:

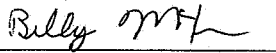


Michael Scanlon  
Vice President and ATSS Program Manager  
Jacobs Technology Inc.



Donald Hall  
ATSS Labor Relations Manager  
Jacobs Technology Inc.

For the Union:



Billy MacIntosh  
Business Representative  
District 1-IAM&AW



Eric Burleson  
Chief Shop Steward-ATSS  
District 1-IAM&AW

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