

AGREEMENT

**by and between
Caelum Research Corporation**

And

**District Lodge 1, Local 2424
International Association of Machinist
and Aerospace Workers, AFL-CIO**

January 1, 2023 to December 31, 2025

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AGREEMENT

This Agreement is made and entered into as of 1 January 2023, by and between Caelum Research Corporation, operating under contract number W91CRB-22-D-0011 and any successor contract, hereinafter collectively referred to as the "Data Collection Support Services (DCSS) 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 DCSS COMPANIES and the Union and replaces all other agreements and practices.

ARTICLE I: Recognition

As a result of a secret ballot election conducted by the National Labor Relations Board (NLRB) and the NLRB certification in Board Case Number 5-RC-14481 dated June 13, 1997, the DCSS COMPANIES recognize the Union as the sole bargaining agent of all regular full-time and regular part-time, non-supervisory employees on contract number W91CRB-22-D-0011 whose primary duties are the collection and recordation into computers and structured data sheets (but does not include any analysis) of data developed during developmental testing of military automotive, electronic, general equipment and ordnance material; such employees are generally referred to as Data Collectors, Technical Writers, Editorial Technicians, Range Support Technicians, and Computer Operators (employed by the DCSS COMPANIES at its Aberdeen Proving Ground, Maryland facility (hereinafter referred to as "employee") with respect to wages and rates of pay, hours and other conditions of employment of such employees.

ARTICLE II: Union Membership

All employees covered under the Collective Bargaining Agreement shall become dues paying members of the Union and must remain a member in good standing for the entire time of their employment. 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 DCSS 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.

During the life of this Agreement pursuant to the terms of the form of Authorization of Check Off of Dues provided to the DCSS COMPANIES by the Union, the DCSS COMPANIES agrees to deduct union fees or dues authorized by the employee. The amounts collected hereunder by the DCSS COMPANIES will be sent to the Union by US Mail, by the 15th of the month following the collection of the fees/dues. The DCSS COMPANIES will deduct current fees and dues pursuant to the authorization for 26 equal payments annually. Deductions provided shall be remitted, with the roster of employees with deductions to the Financial Secretary of the Union 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 from the individual employee, the DCSS COMPANIES are 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.

Machinists Non-Partisan Political League (MNPL) - DCSS COMPANIES will deduct MNPL contributions pursuant to the employee-authorized amount for each month with equal deductions from the pay of employees each pay period. 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 (10th) 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 MNPF contributions are subordinated to all other required (federal, state, court-ordered, medical, dental, pension) deductions.

Temporary Work Force Employees will be treated as employees. The DCSS COMPANIES will inform the Union when the use of these temporary employees is planned prior to their being hired for the temporary work assignment. The DCSS 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 DCSS COMPANIES will notify the Union. Temporary Work Force Employees will pay union dues for the entire time period they are employed for that specific project.

In such cases where temporary employees work for 90 days continuously such employees will be eligible for benefits as outlined in Article XIV.

ARTICLE III: Non-Discrimination

It is continued policy of the DCSS COMPANIES and the Union that the provisions of this Agreement shall be applied to all employees without regard to sex, race, color, religious creed, gender, gender identity, national origin, sexual orientation, medical disability (IAW ADA regulations) veteran status or other status protected by applicable federal, state, or local law or regulation.

All references to employee, employees, man, men, he or his in this Agreement refer to both male and female employees. The terms are used for the sole purpose of brevity and clarity of language construction only, and to not imply or refer to sex, or gender in any way whatsoever.

There shall be no discrimination against any employee by either of the parties to this Agreement because of the membership or non-membership of any employee in the Union. The provisions contained in this section shall in no way restrict the rights of the parties to enforce this Agreement.

ARTICLE IV: Management Rights

The usual rights of management of the DCSS COMPANIES shall be vested exclusively in the management, including but not limited to the following:

- 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
- to introduce new methods, material, equipment, or facilities, or change or eliminate existing methods, materials, equipment, or facilities
- to determine the classification of employees and the positions included in the bargaining unit with proper notification to and bargaining with the Union, if requested by either party
- to select those employees to be promoted to supervisory positions
- to establish and require methods by which employees perform the work assigned to them
- to establish and manage employee telework in accordance with DCSS contract requirements

Furthermore, it is understood that DCSS COMPANIES management rights are limited only insofar as the language of this Agreement and applicable laws expressly limits them. The DCSS COMPANIES agree that in the exercise of the rights reserved to the DCSS COMPANIES under this Management Rights provision, the DCSS COMPANIES shall not violate any specific provision of this Agreement.

A newly hired employee shall be in a probationary status for ninety (90) calendar days from and including the first day of employment. If at any time prior to the completion of the specified probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer without appeal by the Union.

ARTICLE V: Shop Stewards

Section 1. Activities

The Union shall have the right to have one employee serve as its Chief Shop Steward, three additional employees as Shop Stewards and three employees to serve as Alternate Shop Stewards. Upon execution of this Agreement, the Union shall promptly furnish the DCSS COMPANIES, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the DCSS COMPANIES, in writing, of any change in Stewards. No Steward will be recognized as such by the DCSS COMPANIES prior to receipt of written notice of appointment.

The DCSS COMPANIES 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 who may authorize utilization of time against this allocation. Employees must obtain permission from both the Union designee and the Program Manager or DCSS designee 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 DCSS COMPANIES.

The employer shall grant a total of one (1) paid working day per year to attend shop steward training. The Union shall request permission from the Program Manager at least one week in advance. Permission shall not be unreasonably withheld provided operations are not adversely affected.

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

- a) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement or a grievance.
- b) To investigate a grievance of record before presentation to the appropriate manager.
- c) 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.
- d) To meet by appointment with an appropriate DCSS Supervisor or other designated representative of the DCSS COMPANIES, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- e) Shop Steward (or designee) will be given 15 minutes at the conclusion of new hire orientation to address new union employees.
- f) Each new bargaining unit employee shall be introduced to the Shop Steward by the Field Leader or Supervisor in the activity to which such employee will be permanently assigned within five (5) workdays.

Section 2. Notification

The Shop Steward shall secure permission of his supervisor or manager before leaving the work site and will report back to his supervisor or manager upon return to the work site. The DCSS COMPANIES will not unreasonably deny or delay access to the Steward. Permission will be granted unless operational activities are affected.

Section 3. Reimbursement

It is agreed that the DCSS COMPANIES shall not be required to pay an employee for any time that 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 4. Representative Visitation

The accredited full-time representatives of the Union shall have access to areas of the DCSS 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 DCSS 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 5. Representative Regulations

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

ARTICLE VI: Alteration of Agreement/Savings Clause

Section 1. Terms

No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions or covenants contained herein shall be made by an employee or group of employees with the DCSS COMPANIES, and in no case shall any such agreement be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

Section 2. Failure to Act

In the event either party fails to act upon a breach of a provision or condition of the Agreement, such shall not be considered a waiver of any term, condition, or provision of this Agreement but either party shall be permitted to claim that a past practice has been established as to the interpretation of this Agreement.

Section 3. Illegal Provisions

If any provision of this Agreement shall be declared legally invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of the Agreement and the parties shall meet within thirty (30) calendar days and attempt to negotiate only a provision to replace the invalid provision.

ARTICLE VII: Grievance Procedure-Arbitration

Section 1. Disciplinary Action

In all cases of disciplinary action, such action shall be taken once the DCSS COMPANIES is aware of the infraction and after the DCSS COMPANIES has conducted an investigation.

Section 2. Employee's Responsibility

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

Section 3. Definition and Limitation

For the purposes of this Agreement, the term "grievance" means any dispute between the DCSS COMPANIES and the Union; or between the DCSS 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 grievance to the DCSS 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 DCSS COMPANIES desire 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 that an employee or the Union may have with the DCSS COMPANIES with respect to wages, hours, or other conditions of employment shall be discussed by the employee with such employee's immediate Supervisor 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 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 may proceed with the matter as follows:

Step 1:

Any employee who believes he has a just grievance shall submit in writing the grievance to his immediate supervisor in an attempt to settle the same, within ten (10) working days of the time the employee has knowledge of, or has reason to have knowledge of, the occurrence in question. The employee's manager shall discuss the grievance and the Union steward will be present if requested by the employee. The manager shall respond in writing to the written grievance within seven (7) working days after such discussion.

Step 2:

If the grievance is not satisfactorily resolved in Step 1, it must be presented in writing to the Program Manager within five (5) working days of the receipt of the answer in Step 1 if the employee wishes to process the grievance further. Within five (5) working days of the receipt of the written grievance, the Program Manager will render a decision in writing and present a copy to the Union.

Step 3:

If the grievance is not satisfactorily resolved in Step 2, and if the Union desires to process the grievance further, the Union must so advise the DCSS COMPANIES designated corporate official in writing via e-mail within ten (10) working days of such notice. The Union Business Representative and a DCSS COMPANIES representative shall meet within ten (10) days of the receipt of the notice from the Union and attempt to resolve the grievance. The DCSS COMPANIES will render a decision and record the answer in writing within ten (10) calendar days from the date of such meeting with the Union Business Representative by communicating

its answer in writing via email to the Union Business Representative. The DCSS COMPANIES grievances will be processed commencing at Step 3 with the DCSS COMPANIES sending the Union a copy of the grievance within ten (10) days of the incident. The Union shall give its answer to the DCSS COMPANIES in writing, via e-mail, within ten (10) days of receipt of the DCSS COMPANIES' Grievance and, thereafter, if the DCSS COMPANIES wish to proceed to arbitration, the parties will follow the procedures specified in Section 5.

Section 5. Arbitration

- a) In the event either the DCSS COMPANIES or the Union desires to process a grievance to arbitration, it must do so within twenty (20) days after receiving the answer of the other party, as required by Step 3 of the Grievance Procedure, by notifying the other party in writing, via e-mail, of its desire to submit the grievance to arbitration. Thereafter, the parties shall attempt to select an arbitrator to hear and decide the grievance, but if they are unable to do so within twenty (20) days after receiving notice of intent to arbitrate, the party processing the grievance shall notify the Federal Mediation and Conciliation Service and the Arbitrator shall be chosen in accordance with the then applicable Arbitration Rules of the Federal Mediation and Conciliation Service.
- b) The Arbitrator shall only have the power to apply the specific provisions of this Agreement the party claims have been violated and shall have no power to add to, subtract from, amend or otherwise modify the terms of this Agreement. The fees and expenses of the Arbitrator and the cost of the rental of the room for the arbitration shall be borne equally by both parties. The party incurring other expenses shall pay all other expenses. The decision of the Arbitrator shall be final and binding upon all parties.
- c) By prior mutual written agreement, the time limits specified above may be extended.
- d) The DCSS 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, the party ordering testimony shall pay for cost of lost wages. If a stenographic record is made, either party may order a transcript thereof and the party ordering it shall pay for the full cost.

ARTICLE VIII: Seniority

Section 1. Seniority List

The DCSS COMPANIES shall compute seniority in terms of years, months and days based upon the employee's length of continual employment since his last date of hire. In case of employees starting on the same date, the employees will be listed alphabetically by last name as of hire date. The DCSS COMPANIES agrees to make its best efforts to provide the seniority list monthly, but in no event will it provide such list less than quarterly. Employees who successfully complete their probationary period shall be granted seniority as of their hire date.

Section 2. Probationary Period

An employee shall be on probation for his first ninety (90) calendar 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. If an employee completes his 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 DCSS COMPANIES feels an extension of the ninety (90) day probation period is required on an individual basis, the Program Manager, or his designee, will contact the Union Business Representative to request an extension.

Section 3. Job Vacancies

All vacancies will be posted by the DCSS COMPANIES as practical and will remain on the bulletin board for three (3) working days. Personnel considering themselves qualified to fill such vacancies, who wish to apply for a position, must notify the DCSS COMPANIES of their desire to fill such vacancies in writing during the time the announcement is posted. Employees will be required to apply through the appropriate DCSS COMPANIES application system. Vacancies shall be governed by qualifications (as defined by the Government Statement of Work (SOW) in the contract), physical fitness, experience, skill, ability and efficiency, but if all are equal as determined by the DCSS COMPANIES, the most senior person bidding on the job shall be awarded the vacant job.

Timeframe for promotions – If an announcement for an opening becomes available, the selection will be made within 90 days of Government approval of the position. If any position is being backfilled, the selection will be made within 90 days of Government approval to backfill. The DCSS COMPANIES agree to make every effort to obtain Government approval to backfill the higher work across classifications permanent.

Promotions from Data Collector I to Data Collector II will be executed at the two-year anniversary. Promotions from Technical Writer I to Technical Writer II will be executed at the three-year anniversary. These promotions will not be unreasonably withheld, e.g. disciplinary actions and government denial.

Section 4. Reduction In Force

1. In the event of any reduction in force or layoff, employees will be laid off in reverse classification order of seniority within classification seniority.
2. An employee who is laid off shall have the right to bump a less senior non-lead employee in a lower classification, based on the employee's adjusted service date, provided the employee meets all job requirements, and is eligible and qualified to perform the available job.

Notwithstanding the aforesaid, consideration may be given to accept voluntary requests for layoff (VRIF). If more than one (1) request is received within a classification, the more senior employees will receive first consideration. If the DCSS COMPANIES accept the employee's request, the voluntary layoff shall spare an employee within their classification if layoffs are scheduled for said classification. Denial of request to volunteer for layoff will not be subject to the grievance procedure. All normal layoff benefits will apply. When an employee is approved for VRIF, all recall rights will apply as identified in Article VIII-Seniority, Section 5- Recall and Section 6, Loss of Seniority. Employees that have agreed to a VRIF shall return on the agreed upon date unless a new date is negotiated, or the employee is impacted by a non-voluntary RIF.

3. Any personnel laid-off will retain their right to return to work for a period of one (1) year. 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 and shall not be applied to those assigned to active TDY.

4. It is the responsibility of the employee to notify DCSS COMPANIES of current contact information during the layoff period. The Union will not hold DCSS COMPANIES liable for returned, refused, or undeliverable written notification.

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 DCSS 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 DCSS COMPANIES. In an effort to bring back an employee in the most expeditious manner, the DCSS COMPANIES will also call the employee at 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 DCSS COMPANIES 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 Union Business Representative, the DCSS COMPANIES will continue with the process if necessary.

Section 6. Loss of Seniority

Seniority shall be lost by any employee who:

- a) resigns
- b) is discharged for just cause
- c) does not report to their supervisor within forty-eight (48) hours after receiving a reinstatement notice
- d) does not report for work after layoff within five (5) working days after having been notified to report for work (such notification to be by certified mail directed to the employee's last known address as it appears in the DCSS COMPANIES' records)
- e) is permanently laid off for a period of time greater than one (1) continuous year
- f) does not return to work at the end of an approved leave of absence
- g) retires
- h) is transferred out of the bargaining unit to another position within the DCSS COMPANIES for six months

Section 7. Return from Military Duty

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.

Section 8. Seniority List Posting

The DCSS COMPANIES will post on the bulletin board and distribute to the Union Representative on a monthly basis, but in no event will it provide such list less than quarterly, a seniority list of bargaining unit employees employed by the DCSS COMPANIES.

Section 9. Leave of Absence

Employees elected or appointed to a full-time position with the Union shall be granted a leave of absence of up to one (1) 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 10. 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 months from the date of promotion to decline the promotion and be reinstated back to a previous held position without loss of seniority. To be promoted out of the Unit, it must be to a position not covered by this Agreement.

ARTICLE IX: Job Classifications and Hourly Wage Rates

Section 1. New Job Classifications

A list of job classifications is set forth in Appendix A and includes hourly rates for those classifications. DCSS COMPANIES agree to provide the Union with copies of any job description and with any changes, which may be made from time to time. If DCSS 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, DCSS COMPANIES and the Union agree to bargain the job classification.

Section 2. Shift Differential

Shift differential will be paid for second and third shift work which generally runs from 1600 – 0030 and 2330 – 0800 respectively, but which may commence as early as 1500 depending upon the length of the workday (8-hour or 9-hour day) and demands of the supported test program.

Shift pay will be paid based on the actual hours worked during the shift. If the majority of the hours worked during a shift are worked during a shift period, the employee will receive the shift differential for all hours worked during that shift. DCSS COMPANIES will not schedule shift start times to avoid payment of shift premiums.

Section 3. Crossover Work

In the event an employee is fully qualified and is temporarily assigned to work outside of their regular classification by their 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 lower than his/her regular classification, he/she shall receive his/her regular rate of pay.

In the event that temporary crossover work is required, the DCSS COMPANIES will offer crossover work to an employee of management's choosing in the next lower level in the same job classification.

ARTICLE X: Hours of Work

Section 1. Work Week

The regular workweek shall commence on 11:01 am Friday and end 11:00 am on the following Friday and will consist of 5 workdays.

Section 2. Work Hours

The regular hours of work will generally be scheduled during a continuous two (2) week compressed alternative work schedule consisting of eight nine-hour days (0700 hours to 1630 hours), Monday through Thursday and one eight-hour day (0700 hours to 1530 hours), a Friday, with a daily unpaid lunch break of thirty (30) minutes. Every other Friday is a scheduled regular day off (RDO). Provision will be made to accommodate test plans that require work to be performed at times outside the regular hours of work. However, it is understood that if ordered to do so by the Department of the Army, the

schedule of hours of work may be changed by the DCSS COMPANIES. The work covered by this Agreement may be suspended by the Department of the Army. In the event operational demands require a change in the employee's regular hours of work, the DCSS COMPANIES will first discuss the change with the affected employee and make all reasonable efforts to accommodate the employee's personal needs to minimize inconvenience to the employee. In such circumstance, the DCSS COMPANIES will notify the DCSS shop stewards via email of the change in the employee's work schedule.

ARTICLE XI: Overtime and TDY

Section 1. Overtime

Overtime at one and one-half the regular hourly job rate will be paid for hours an employee works in excess of forty (40) hours in any work week. For the purposes of determining Overtime, Holiday, Union Business, Bereavement and PLP hours will be treated as worked hours but will not be paid as Overtime.

Section 2. Overtime Assignments

Daily extra work and overtime will be performed by employees assigned to the particular test where the work is required. Where one-hour advance notice of the requirement to work overtime is given by the Department of the Army, the employee assigned to work such overtime will be required to work the scheduled overtime unless otherwise excused for good cause by the DCSS COMPANIES. If overtime is officially cancelled after the employee(s) has been called back to work after completing his 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 DCSS COMPANIES 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.

Failure to work the required scheduled overtime shall result in disciplinary action.

Section 3. Overtime List

In the event an employee on a test scheduled to work overtime is excused by the DCSS COMPANIES to work the scheduled overtime, the DCSS COMPANIES will select an employee qualified to perform the particular test from a list of those employees who have indicated they are willing to work overtime (overtime opportunity list). Any employee on the overtime list who refuses the overtime assignment will be placed at the bottom of the overtime opportunity list. This overtime opportunity list will be updated periodically but not less than monthly with the names of those employees who wish to be assigned an overtime opportunity.

Employees will be listed on the overtime opportunity list in the order of their request to be placed on the overtime list. Overtime opportunities will be rotated down the list so that overtime opportunities may be distributed as equally as possible.

Section 4. Overtime on TDY

Overtime work on TDY (Temporary Duty) will be considered part of the TDY trip and shall be required to be performed when requested.

Section 5. Limiting Daily Work Hours

The additional work, overtime work and the work schedules are determined solely by the test schedule of the Department of the Army. However, the DCSS COMPANIES will attempt not to require an

employee to work more than twelve (12) consecutive hours. However, all hours worked per day on a test will be determined by the Test Officer (US Army) for that test.

Section 6. TDY

If a test at ATC requires a TDY period, the employee assigned to the test will perform the TDY portion of the test. Employees can be excused from TDY by the DCSS COMPANIES for good cause but once an employee is assigned a TDY assignment, if such is refused, it shall be just cause for discipline and/or discharge.

If an employee is assigned TDY, meals and incidentals at the GSA per diem rate will be paid, or a credit card will be provided prior to departure for TDY, advances will be paid at a minimum of a bi-weekly rate through the completion of the TDY. Employees will be required to complete expense vouchers for TDY trips on a bi-weekly basis. Final expense vouchers must be completed and submitted by the employee within 1 week of return from TDY.

ARTICLE XII: Holidays and Personal Leave Plan

Section 1. Holidays

The following days will be recognized as holidays under this Agreement:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

When one of the above holidays falls on a Saturday, the preceding Friday will be considered the holiday unless it is an off day under the alternative work schedule in effect. In such an event, the Thursday preceding the holiday will be considered the holiday. If the holiday falls on Sunday, the following Monday will be considered the holiday. If an employee works on a holiday, the employee will be paid at the overtime rate for all hours worked the day of the holiday.

Section 2. Personal Leave Plan (PLP)

All employees will begin accruing leave as of their hire date. This accrual will apply to all temporary, probationary, and regular employees. Employee leave hire dates will be the adjusted seniority date. Employees shall earn PLP based upon their continuous years of service as follows:

Number of Full Continuous Years of Service as of Adjusted Seniority Date	Vacation Pay Accrual
0-5	5.65 hours bi-weekly
5+-10	7.19 hours bi-weekly
10+ Years	8.73 hours bi-weekly

PLP pay shall be at the employee’s regular hourly rate for each hour of approved PLP for which the employee has accrued PLP credit. During any curtailment of operations, it will be the employee’s discretion to use PLP or LWP.

Section 3. Paid Holidays & PLP

- a) Holidays and PLP days shall be paid during the pay period in which they fall. When a holiday falls on a nine (9) hour day the employee will receive nine (9) hours holiday pay. When a holiday falls on an eight (8) hour day, the employee will receive eight (8) hours holiday pay.
- b) If any employee is on a modified schedule the employee will receive the holiday hours required to ensure they receive 40 hours straight time for their work schedule. If the holiday falls on a day the employee is not scheduled to work the employees will receive the hours of holiday pay as outlined in Section 3a.
- c) To receive holiday pay, an employee must work the scheduled workday prior to and the scheduled workday after the holiday unless in a paid leave status or be in a paid status for at least 80% of the hours in the pay period in which the holiday falls. An employee who observes the holiday shall receive regular wages for that day or the day celebrated for such holiday.
- d) Holiday will count towards hours worked for the computation of overtime, but Holiday will not be paid as overtime.

Section 4. Leave Requests

- a) On weekends, regular days off (RDO) and holidays, the DCSS COMPANIES shall approve, in advance, time off for up to 35% of the work force. Additional employees will be permitted to take leave if the workload permits. Leave requests will still be required for any requested time off.
- b) Requests of PLP for any regularly scheduled working days shall be approved depending on the projected workload, impending government shutdowns or on a case-by-case basis as determined by DCSS COMPANIES’ management.
- c) Any employees requesting PLP for regular workdays must have enough leave or show that they will have enough leave accumulated by the dates of the time off or the leave request will be denied. Special circumstances will be evaluated by DCSS COMPANIES’ management.
- d) This agreement shall be contingent upon workload. Any changes, including variations in percentages based on mission requirements will be discussed between Union and DCSS COMPANIES’ representatives.
- e) Employees must provide the DCSS COMPANIES with seven (7) days prior notice of their desire to take preplanned PLP. The employee’s request will be granted unless such absence interferes with his scheduled test assignment. This advanced notice requirement may be waived by the DCSS COMPANIES for unforeseen PLP requirements.

Section 5. PLP Accrual

Employees will immediately begin accruing PLP at the appropriate rate in accordance with DCSS COMPANIES service time at a bi-weekly rate. The PLP year shall be defined as the period of employee's yearly anniversary date. Use of PLP must be approved in advance by an DCSS supervisor or manager. 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. Each employee who is eligible for paid PLP may, at the employee's option, elect to take PLP in one half-hour increments. PLP used as a result of illness will require a medical certificate after being absent for three (3) consecutive scheduled workdays. 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 within the next two (2) pay periods. Employees who discontinue service with the DCSS COMPANIES for any reason shall be paid at employee's regular hourly rate for any unused PLP credit accrued.

Employees may request a pay out of their PLP in 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.

Upon completion of the government service contract, if the DCSS COMPANIES are not part of the successor contract, any unused PLP will be paid to the employee in the final paycheck.

Section 6. Leave Policy

Employees shall have the option to use PLP or Leave Without Pay ("LWP") when unscheduled base closures occur due to such instances as inclement weather or days off authorized by executive order of the President of the United States, etc.

Employees shall have the option to use any or all their PLP or take Leave Without Pay during the waiting period prior to receiving Short Term Disability benefits or for a qualifying event under the FMLA Leave Act.

Section 7. Additional PLP Usage

Employees may also use accrued PLP for these additional reasons:

- a) An employee's own physical or mental illness, injury, or medical condition;
- b) When an employee needs to obtain diagnosis, care, or preventative care from a health care provider;
- c) To care for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has an illness, injury, medical condition, or who needs to obtain diagnosis, care, or preventative care; or
- d) For domestic violence, assault, or stalking situations resulting in illness, injury, or a medical condition or the need to obtain diagnosis, care, or preventative care, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault, or stalking situations.

PLP hours will be used to meet the 56 hours of Executive Order 13706.

ARTICLE XIII: Other Leaves

Section 1. Leave of Absence

The DCSS COMPANIES may provide the employees with unpaid leave granted by the DCSS COMPANIES for personal reasons provided the employee has used all of their PLP. The DCSS COMPANIES recognizes two types of unpaid leave: (1) leaves of absence that are foreseeable and can be scheduled in advance (“scheduled leaves of absence”); and (2) leaves of absence that are unforeseeable and by their nature cannot be scheduled in advance (“unscheduled leaves of absence”). With regard to scheduled leaves of absence, time off will be permitted, providing the reasons given for such leave are satisfactory to the DCSS COMPANIES and provided the leave is for no longer than thirty (30) calendar days and only when at least seven (7) calendar days’ notice is given to the DCSS COMPANIES prior to the requested leave. All such leave requests must be in writing and submitted to the Supervisor or Program Manager. Family Medical and Leave Act and Government Service for the Armed Forces will be handled in accordance with the law.

Unscheduled leaves of absence, may be granted subject to the following conditions:

- a) the reasons given for such leave are satisfactory to the DCSS COMPANIES;
- b) if the employee is unable to report to work at the employee’s scheduled time, the employee must speak with his Field Leader, and if not available, the Technical Program Manager or designee prior to the commencement of the employee’s shift; and if emergency leave is necessary while the employee is on duty, the employee must speak with his Field Leader, and if not available, the Technical Program Manager or designee prior to leaving work.
- c) if the use of unscheduled leave reflects a pattern that management deems to be abusive (e.g., frequent absences on Monday mornings), the employee may be subject to disciplinary action. The DCSS COMPANIES may, at its discretion, request that the employee provide proof of the emergency within a reasonable time after the leave is requested.
- d) An employee on LOA due to disability who is unable to return to work after being on an approved LOA under FMLA and/or three (3) months of disability leave may now request six (6) 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 sufficient detail to justify the additional needed time. This additional LOA will be considered on a case-by-case basis and the approval of an employee’s request does not commit the DCSS COMPANIES to guaranteeing a job for the employee upon their return to work. If at any time an employee’s provider indicates that the employee will not reasonably be able to return to work within the maximum leave period (exclusive of FMLA), the employee will cease to be eligible for a medical leave of absence. In no case will the total of all approved disability LOA exceed twelve (12) months from the first date of disability. DCSS COMPANIES shall, provided the employee has not worked at any time during the pay period, assume up to the amount not exceeding seventy-five percent (75%) of the company contributions to the medical coverage cost for Employees who meet the FMLA eligibility requirements and exercise their rights to use FMLA. Employees will continue to be responsible for the employee coverage of premium amounts.

Employees going out on extended leave of absences (i.e. short-term disability) will be afforded the opportunity to utilize any available PLP prior to the start of leave. Employees may request a pay out of their PLP in accordance with Article XII, Section 5.

Section 2. 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 as required by ERISA. 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 80 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 workdays. To receive differential pay employees must provide a copy of their military LES. Should legal requirements for the military annual training be adjusted DCSS agrees to modify hours if requested.

ARTICLE XIV: Benefits

Section 1. Retirement Savings Plan

All employees are eligible to contribute to the 401k Plan, after completion of one month of service, and the next entry date as specified in the plan. Employees are eligible on the 1st of the month following hire. DCSS COMPANIES do not match 401k employee contributions or deductions.

Section 2. Insurance

The DCSS COMPANIES will offer Insurance Plans which include the following benefits:

- Medical Insurance
- Vision
- Dental
- Accidental Death & Dismemberment
- Long-Term Disability
- Short-Term Disability (at no cost to the employee)
- Life Insurance
- Flexible Spending Account
- AFLAC

Employees covered by this agreement will be eligible for insurance coverage under the Company's Insurance benefit plans. Types of coverage, premium rates and benefits will be communicated to the employees and the Union during open enrollment on an annual basis.

Employees will be provided a \$50,000 company paid life insurance policy at no cost. Caelum employee's life insurance coverage will be effective no later than the first date of benefit eligibility.

The monthly premiums for insurance benefits will be subject to change each year.

Section 3. Pension Plan

DCSS COMPANIES will contribute to the IAM pension plan on a monthly basis. Employees will receive a contribution per hour paid up to 40 hours/week 2080 hours/year. Rates are outlined in Appendix A.

Section 4. Travel Reimbursement

Each employee will receive mileage reimbursement for use of their personal vehicle while performing his jobs. This mileage reimbursement will be paid at the rate approved by the Federal Government in the Joint Travel Regulation (JTR) at the JTR rate incorporated in the contract by the contracting officer. This mileage reimbursement must be documented on forms provided by the DCSS COMPANIES and will be paid directly to the employee in accordance with the DCSS COMPANIES' electronic travel reimbursement system. In the event an employee is owed money due to TDY, mileage claims, PPE allowance or any other DCSS COMPANIES approved expense on the employee's part; the DCSS COMPANIES will reimburse the employee within thirty (30) days of submitting all required documentation.

Section 5. Awards

All letters of appreciation from the government will be placed in the employees file with a matching letter of acknowledgement from the DCSS COMPANIES.

Section 6. Bereavement Leave

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 attend to administrative details. For the purposes of the Administrative Leave Program, "members of the immediate family" include spouse, domestic partners, children, stepchildren, brothers, sisters, parents, stepparents, stepbrothers, stepsisters, foster parents, parents-in-law, legal guardians, grandchildren, step-grandchildren, grandparents, grandparents-in-law, brother-in-law and sister-in-law. Payment of bereavement pay is based on verification of death and relationship to the employee made to the satisfaction of the Company.

If an employee must travel 300 miles or more round-trip, they will receive one additional paid bereavement day for a total of four (4).

Section 7. Jury Duty

Employees who are called for Jury Duty shall be paid by the DCSS COMPANIES eight/nine (8/9) hours of pay (whichever is scheduled), for each day of jury duty, providing the employee provides the DCSS COMPANIES with his/her daily governmental jury duty proof of attendance. Employees who are called for Jury Duty shall be paid by the DCSS COMPANIES their scheduled hours of work, for each day of jury duty, providing the employee provides the DCSS COMPANIES with his daily 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.

If an employee is selected for grand jury duty the employee will receive up to eighty (80) hours of paid time. Paid hours for Jury Duty will not count as time worked for the purposes of overtime.

Section 8. 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 that fifteen (15) minutes per year, in order to present available, supplemental insurance options. The DCSS 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 DCSS 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 DCSS COMPANIES from any and all claims, demands, suits or any other forms of liability that shall arise out of execution of this program. The DCSS COMPANIES reserve the right to schedule the annual visit as defined in this paragraph.

Section 9. Benefits Enrollment

During the yearly open enrollment for benefits or during the new hire phase, such enrollment shall be conducted during working hours for DCSS COMPANIES.

ARTICLE XV: Safety and Health

Section 1. Reasonable Provisions

The DCSS COMPANIES will make all reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2. Safety Glasses

DCSS COMPANIES will provide prescription safety glasses for employees. DCSS COMPANIES will provide benefits, through a local facility, for prescription safety glasses, where such eye protection is necessary. DCSS COMPANIES will coordinate with the local predetermined facility to provide a select package for prescription safety glasses to include bifocal lenses. Any costs above the selected package will be the responsibility of the employee.

Section 3. Protective Equipment

Protective Equipment will be provided by the DCSS COMPANIES/government when required and directed by the COR.

Section 4. Safety Training

Safety training will be provided by the DCSS COMPANIES/government when required and directed by the COR.

Section 5. PPE & Cell Phone Allowance

The DCSS COMPANIES will pay each employee an allowance of:

- a) \$175.00 per year for Personal Protective Equipment (PPE), and work-related clothing.
- b) \$125.00 per year for cell phone usage, employee numbers must be on file in the Program Management Office

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. It is understood that each new employee is required to report to work in industry approved, serviceable, safety footwear. All new employees will receive their initial PPE and cell phone payment in their first paycheck, then each April as set forth above. Employees will be paid the allowance 1 time per calendar year.

Section 6. Drug Policy

All employees must comply with DCSS contract requirements and the company drug-free workplace policy.

Section 7. Dangerous Conditions

Under no circumstances will an employee be required to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is handled. Any employee involved in any accident shall immediately report said accident and any physical injury sustained.

When required by the Company, the employee, before the end of his current shift, shall make out an accident report in writing on forms furnished by the Company and shall turn in all names and addresses of witnesses to the accident.

ARTICLE XVI: Discipline and Discharge

Section 1. Discipline

Any employee may be disciplined and/or discharged for just cause and/or for failing to comply with:

- The DCSS COMPANIES Policies and Procedures
- The DCSS COMPANIES Program Policies
- Any provision of Contract W91CRB-21-D-0011

Section 2. Security Clearance Requirements

If an employee is denied a final security clearance, it shall be grounds for discharge and such discharge shall not be subject to the grievance or arbitration procedure. If an employee's security clearance and/or CAC card is revoked, the employee will be placed on unpaid leave, and if the employee is unable have the security clearance and/or CAC card reinstated within 1 year, it shall be grounds for discharge and such discharge shall not be subject to the arbitration procedure. If the employee subsequently obtains a security clearance, the employee will be entitled to preference in hiring for an open position with the DCSS COMPANIES.

Section 3. Written Notice of Employee Discharge

The DCSS COMPANIES will provide the Shop Steward and Business Representative of the Union with written notice of the discharge or discipline of any employee within twenty-four (24) hours of the discharge or discipline.

ARTICLE XVII: "No Strike/No Lockout"

During the term of this Agreement, neither the Union, its officers, agents, representatives, Stewards or its members shall encourage, condone, authorize or participate in any refusal to work, strike, sit down, slowdown, work to Rule program, or any other interruption of work.

In the event such a strike or work stoppage, work to Rule or any other interruption of work occurs and the Union or any of these persons in the categories listed above participate, condone, authorize, or encourage such a strike, slowdown, work to Rule or other interruption of work, the DCSS COMPANIES are free to take whatever action it deems appropriate against any employee up to and including discharge of the involved employee. Any such action taken by the DCSS COMPANIES shall not be subject to the grievance and arbitration procedure herein.

Likewise, neither the Union, its officers, agents, representatives, or members shall refuse or otherwise fail to cross any picket line established at any location where the DCSS COMPANIES are engaged in work during the term of this Agreement. In the event such occurs, the DCSS COMPANIES shall have all the rights established by law and by the provision of this Contract relating to the Union's commitment not to strike during the term of this Agreement. DCSS 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 the DCSS COMPANIES:

- a) advise DCSS COMPANIES in writing that such action has not been called or sanctioned by the Union, and
- b) notify employees of its disapproval of such actions and instruct such employees to cease such actions and immediately resume full work immediately by the Union in any manner it deems fit.

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

ARTICLE XVIII: Successor and Assigns

This Agreement shall be binding upon any successor contractors for all the work being performed by the company, 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 DCSS COMPANIES.

ARTICLE XIX: Duration

This Agreement Shall be effective, January 1, 2023 and shall stay in full force and effect until midnight, December 31, 2025 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.

Signature Page

IN WITNESS WHEREOF, Data Collection Support Services (DCSS) COMPANIES Principles 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 Machinists and Aerospace Workers, AFL-CIO:

Billy McIntosh
Billy McIntosh, Business Representative

Date: 4 Jan 2023

Julie Kirk
Julie Kirk, Chief Shop Steward

Date: 4 Jan 2023

Bill Harkum
Bill Harkum, LL2424 President

Date: 4 JAN 2023

Jason Whitesel
Jason Whitesel, Steward

Date: 4 JAN 2023

Brad A. Phillips
Brad Phillips, Steward

Date: 4 Jan 2023

Kathy Mahan
Kathy Mahan, Steward

Date: 4 Jan 2023

DCSS COMPANIES Principals

James E. Bauer
James Bauer, Senior Vice President

Date: 5 January 2023

Caelum Research Corporation, Management

Michael Gross
Michael Gross, Program Manager

Date: 5 JAN 2023

Nina Blethen
Nina Blethen, Data Collection Manager

Date: 5 January 2023

Appendix A Job Classifications & Wages

Labor Category	2022 Current		Effective 1/1/2023		Effective 1/1/2024		Effective 1/1/2025
Data Collector I	\$30.23	4%	\$31.44	4%	\$32.70	4%	\$34.00
Data Collector II	\$33.61	5%	\$35.29	4%	\$36.70	4%	\$38.17
Data Collector III	\$35.87	7%	\$38.38	5%	\$40.30	5%	\$42.31
Data Collector IV	\$41.15	3%	\$42.38	3%	\$43.66	3%	\$44.97
Data Collector V (Lead)	\$46.06	5%	\$48.36	4%	\$50.30	4%	\$52.31
Data Collector VI (Lead)	\$58.80	1%	\$59.39	1%	\$59.98	1%	\$60.58
Computer Operator I	\$31.52	5%	\$33.10	3%	\$34.09	3%	\$35.11
Computer Operator II	\$34.57	5%	\$36.30	3%	\$37.39	3%	\$38.51
Computer Operator III	\$37.85	5%	\$39.74	4%	\$41.33	4%	\$42.99
Computer Operator IV	\$41.38	5%	\$43.45	3%	\$44.75	3%	\$46.10
Computer Operator V (Lead)	\$58.80	1%	\$59.39	1%	\$59.98	1%	\$60.58
Technical Writer I	\$33.81	5%	\$35.50	4%	\$36.92	4%	\$38.40
Technical Writer II	\$42.47	5%	\$44.59	4%	\$46.38	4%	\$48.23
Technical Writer III (Lead)	\$50.74	5%	\$53.28	4%	\$55.41	4%	\$57.62
Editorial Tech I	\$29.03	5%	\$30.48	3%	\$31.40	3%	\$32.34
Editorial Tech II	\$31.83	5%	\$33.42	3%	\$34.42	3%	\$35.46
Editorial Tech III	\$35.72	5%	\$37.51	3%	\$38.63	3%	\$39.79
Editorial Tech IV	\$39.08	5%	\$41.03	3%	\$42.27	3%	\$43.53
Range Support Tech I	\$37.84	5%	\$39.73	3%	\$40.92	3%	\$42.15
Range Support Tech II	\$45.77	5%	\$48.06	3%	\$49.50	3%	\$50.99
Shift Differential	\$1.25		\$1.25		\$1.25		\$1.25
IAM National Pension Fund (NPF)	\$2.00		\$2.25		\$2.25		\$2.25