

COLLECTIVE BARGAINING AGREEMENT

by and between

Bering Global Solutions, LLC

and

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

Term of Agreement December 7, 2022 to

October 21, 2025

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## **AGREEMENT**

This Agreement is made and entered into as of December 7, 2022 by and between Bering Global Solutions, LLC as the "Company" 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 Company and the Union and replaces all other agreements and practices.

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

The Company recognizes the Union as the exclusive bargaining representative for regular full-time, regular part-time, and temporary full-time employees on contract W91CRB21C0006 at Aberdeen Proving Ground, Maryland and employed in job classifications certified by the NLRB for wage rates as set forth in Appendix A of this document.

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

### **ARTICLE II - DURATION**

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

This Agreement shall be effective December 7, 2022 and shall stay in full force and effect until midnight October 21, 2025, and thereafter shall continue from year to year unless either party gives 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.

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

Neither the Company nor any of its Supervisors or other agents or representatives 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, the Company shall refrain from any intimidation or coercion of its employees covered by this Agreement.

## **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 collective bargaining agreement 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 the Company 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 the Company by the Union, the Company agrees 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**

The Company will deduct current fees and dues pursuant to the authorization for 26 equal payments annually, or as aligned with pay periods. 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 (10th) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. Employees' Union payments are subordinated to all other required (federal, state, court-ordered, medical, dental, pension) deductions. If sufficient money is not available, the Company 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**

The Company assume no liability concerning the deduction, allocation and distribution of fees and dues and the Union hereby agrees to and shall indemnify and hold the Company 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 the Company in complying with the provisions in this Article.

## **ARTICLE V - SHOP COMMITTEE AND STEWARDS**

### **Section 1. Activities**

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

The scope of the Steward's activities on Company 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 Supervisor.
- 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 Department Manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement.
- e. Chief 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 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 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 Company 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 Company supervisor 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/she is taken away from his/her 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 Company 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 Company 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 Company duly designated representative.

## **ARTICLE VI - MANAGEMENT RIGHTS**

The management of the business 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 the Company. Furthermore, it is understood that the Company's rights of management are limited only insofar as the language of this Agreement and applicable laws expressly limits them. The Company agrees not to unilaterally change any provision of this Agreement. Copies of written work rules will be provided to the Union upon request.

## **ARTICLE VII - SENIORITY**

### **Section 1. Seniority**

The Company shall compute overall seniority to be equivalent to the employee's adjusted service date. Classification seniority is understood to be seniority accumulated while assigned to a specific classification. In case of employees with the same starting seniority date, the employees will be listed alphabetically.

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

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

- a. The employee is subject to discharge and, such discharge shall not be subject to the grievance or arbitration procedure specified in this agreement.
- b. The seniority provisions of this agreement shall not be applicable to the employee.
- c. 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) calendar day probationary period is required on an individual basis, the Project 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 the Company 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 Program Manager during the time the announcement is posted. All vacancies for posted jobs shall be governed by qualifications (as defined by the Government contract delivery order 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 thirty (30) working days. An employee must have been in a prior position for three (3) months to be eligible for new postings.

#### **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:

- a. An employee who is laid off shall have the right to bump the least 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.
- b. An employee who is laid off shall have the right to bump a less senior employee in a classification previously held 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. Employees bumping into a clearance classification must have the clearance.

Any personnel laid-off will retain their right to return to work for a period of one (1) year. It is the responsibility of the employee to notify the Company of current contact information during the layoff period. The Union will not hold the Company liable for returned, refused, or undeliverable written notification.

In the event that a new job classification is created the Company, during the initial hiring phase, will use the employee's adjusted service 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.

#### **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 Company 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 Company. In an effort to bring back an employee in the most expeditious manner, the Company 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 Program 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 remove the employee from the recall list.

#### **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 back to work from a layoff within three (3) working days after being notified to report for work. The Union Business Representative (or his/her designee) will be given a copy of the recall letter;
- d. Declines recall to the position from which lay off occurred;
- e. Is permanently laid-off for a period of time greater than one (1) year;



- f. Does not return to work for the first work shift at the end of an approved leave of absence; or
- g. Retires.

**Section 7. Military Service**

The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Act which requires the granting of time when called to active duty with a reserve unit of the Armed Forces or the National Guard. Applications for annual military leave and a copy of the orders should be submitted not less than ten days prior to the reporting date. Voluntary service, to attend military encampment schools or conferences, is not considered a military call to active duty.

**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 the Company.

**Section 9. Seniority List**

The Company will distribute to the Union Representative, at the beginning of each option year, a seniority list of bargaining unit employees.

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

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

- a. APO is currently operating under an alternative work schedule. The Company shall also work the alternative work schedule.
- b. The work schedule is eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) 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		

- c. The established workweek is 1101 hours Friday to 1100 hours the following Friday.
- d. The Government determines the hours and days of operation and the requirement for shifts. The Company shall set the hours of work, schedules and shifts consistent with the requirements of its contract delivery order with the government. Should the Company determine that it must change the current work schedule the Company shall provide the Union with notice of such change.
- e. The Company 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**

- a. The Company shall have the right to schedule employees to work overtime as needed.
- b. 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.
- c. Pay for overtime hours shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.
- d. Overtime rates shall include any shift differential pay to which the employee is entitled.
- e. 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.
- f. 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) reports, 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.
- g. Holidays recognized by this CBA will be considered as hours worked in the computation of overtime.
- h. There shall be no pyramiding of overtime.
- i. The Company will notify employees of overtime opportunity as soon as possible upon notification from the government.

## **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. The Company agrees to provide the Union with copies of any job descriptions and with any changes, which may be made from time to time. If the Company establishes 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, the Company agrees to bargain with the Union concerning the rate.

The Company will pay either Hazard Pay rate (4% or 8%) for those jobs described by APO Regulation that qualify for the Hazard pay when approved by the Contracting Officer Representative (COR) in accordance with APG 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 in a 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 of the higher classification. 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.

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

Temporary Work Force Employees – In circumstances when the Company deems the need to utilize temporary employees, those temporary employees will pay Union dues for the entire time period they are employed. 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 Company

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 Company will notify the Union. This section is intended to cover temporary contract delivery order workflow issues and not to replace a regular full-time position.

**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 day observed by APG for the specific holiday will apply. When such Holidays fall on a Sunday, the succeeding Monday is considered a Holiday.

- A. New Year’s Day, January 1
- b. Martin Luther King’s Birthday, the third Monday in January
- c. Presidents’ Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veterans’ Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25.
- k. Juneteenth

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.

If an Executive Order or government directive is issued which grants additional time off to government employees, the Company shall grant such time off to its employees, provided the government agrees to apply the Executive Order and reimburses the Company for such time off. Overtime applies to employees working if the Government agrees to the Executive Order or directive reimbursement. Verification of Government direction regarding application of the Executive Order will be provided to the Union.

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

- a. Employees will begin with a zero balance and accrue hours per pay period as per the table below:

- b.

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

- c. PLP shall be accrued each of the 26 pay periods in accordance with the annual rate established in Section 2.2.
- d. 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.
- e. 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.

- f. PLP hours will count toward time worked when used.
- g. Employees who discontinue service with the Company for any reason shall be paid at his/her regular hourly rate for any unused PLP credit accrued. Health and Welfare fringe shall not be paid for such hours except amounts as required under Article IV-Section 7.41AM Pension National Fund.
- h. Use of PLP must be approved in advance by a Company Supervisor or Manager.
- i. If an employee dies while on the payroll of the Company, PLP pay, as provided above, shall be paid at the employee's regular hourly rate.
- j. Each employee who is eligible for paid PLP may, at his/her option, elect to take PLP in one half hour increments.
- k. The PLP year shall be defined as the period of employee's yearly anniversary date.
- l. PLP used as a result of illness will require a medical certificate after being absent for three (3) consecutive scheduled workdays.
- m. During any Customer Facility Closure/Down days or forced time off, it will be the employee's discretion to use Personal Leave or Leave Without Pay.
- n. Probationary employees may use accrued PLP only in full day increments.

### **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.

The Company 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) 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 three (3) months of additional disability LOA in one (1) month increments by submitting a request in writing to their manager 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. Company service dates will be adjusted to exclude any period of approved LOA. All LOA requests must be coordinated by Project Manager. The Project Manager will review and consider all requests. Requests may be denied based on operational staffing needs.

While the Company may hire a temporary replacement for such long-term absences, the employee will be returned to his/her 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/her 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/her 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. 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, grandparents and grandparents-in-law, brothers-in-law and sisters-in-law.

### **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.

## **ARTICLE XI – HEALTH, WELFARE, and RETIREMENT BENEFITS**

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

The Company will provide each Bargaining Unit employee with the Health and Welfare (H&W) benefit rates per hour worked in Appendix A for a maximum forty (40) hours per week, for the purchase of Health and Welfare benefits. This amount will be applied toward mandatory and elected voluntary benefits provided by the Company for the employees and their legal dependents.

Mandatory benefits include Life insurance, AD&D Insurance, Short Term and Long-Term Disability. Voluntary Benefits include 401K, Medical, Dental and vision. Mandatory benefits will be deducted from the H&W prior to voluntary benefits. Should an individual's H&W amount be in excess of the costs of insurance benefits, the excess amount will be paid to the employee as case in lieu of benefits. Any selected benefits whose total costs exceed the amount described above will be paid by the employee.

The cost for the above plans will be the rates charged to the Company by the plan providers. The company may change or modify the base plans at its discretion, generally on a calendar year basis. The Company will adjust employee premiums in accordance with the rates charged to the company by the plan providers.

### **Section 2. Health & Welfare Coverage**

Eligible employees may elect medical, dental, vision, and voluntary life coverage through a Company sponsored plan. All costs associated with the benefits elected by the employee will be the responsibility of the employee and deducted on a pre-tax basis from their paycheck provided it is allowed by IRS regulations.

In order to receive cash in lieu of Health & Welfare, after deductions for any base insurance plans, employees must present the company with proof of insurance on an annual basis. Eligible employees who are unable to do so must participate in a company-provided medical insurance plan.

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

Employees will be allowed to participate in the Company 401k plan. Employees may make voluntary, pre-tax contributions to the plan, up to the IRS limits. All terms and conditions of participation will be in accordance with the current 401k plan provisions. The company will match 50% of the employees 401k contributions not to exceed 3% per year. The Company reserves the right to change the terms of the 401k plan at its discretion. Employees and the union will be notified of material changes to the plan.

## **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 the Company's work.

### **Section 2. Employee's Responsibility**

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

### **Section 3. Definition and Limitation**

For the purposes of this Agreement, the term "grievance" means any dispute between the Company and the Union; or between the Company 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 Company within five (5) 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 Company desires that all grievances shall be settled, whenever possible, with the 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 Company 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 Program Manager. 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 responded to or satisfactorily settled after the Step One response, then:

**STEP TWO:** If not responded to, or satisfactorily settled as outlined in Step One, the grievance may then be appealed in writing to the Director of Operations, no later than five (5) working days after receipt by the Steward of the decision rendered in Step One, or if not responded to, ten (10) working days after the Step One meeting. Otherwise, such decision shall be final and the employee shall have no further recourse. The Director of Operations 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 Project 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 Company General Counsel no later than five (5) working days after receipt by the Chief Steward of the decision rendered in Step Two, or if not responded to, ten (10) working days after the Step Two meeting. Otherwise. Such decision shall be final and the employee shall have no further recourse. A designated Company Representative 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 Company Representative 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 written 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 Three 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:

- a. 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.
- b. 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.
- c. The fee and expense of the Arbitrator shall be borne equally by the Union and the Company. The party incurring other expenses shall pay all other expenses.
- d. The Company 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. Company Initiated Grievance**

A complaint or grievance raised by the Company 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., the Company 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. The Company 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 hours of a request by the Company:

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

### **Section 3. Legal Relief**

Should a violation of this Article occur, either party reserves the right to seek relief through the legal system.

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

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

The Company agrees to follow all applicable safety and health regulations and make their best efforts to provide a safe and healthy workplace for its employees. No employee shall be required to perform work that involves an imminent danger to his/her 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. 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 Company representative. If such employee is returned to the work site too late to use normal transportation home, the Company will provide such transportation. The Company shall notify the Union Business Representative or designee of all accidents that occur within 48 hours.

### **Section 3. Protective Equipment and Devices**

The Company will provide protective equipment and devices approved by the appropriate APO Contract Officer Representative (COR) for costs reimbursement to the Company. The contract delivery order specifies that the contractor will provide all required protective equipment specified by Standing Operating Procedures (SOPs) and other applicable regulations. Employees will use supplied safety equipment, personal protective equipment and devices as required by OSHA, applicable SOPs., and CSTA Regulation 38S-2. Failure to wear/use protective equipment may cause removal from the job site and/or seizure of non-compliant equipment and devices.



The Company will provide benefits, through a Local facility, for prescription safety glasses, where such eye protection is necessary. The Company 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.

**Safety Boots** - The wearing of safety boots is required for all shop employees while performing duties under this contract delivery order. The Company's obligations with respect to furnishing and replacing any such safety boots shall be limited to an annual allowance of up to \$150 to be paid to a vendor or vendors (inclusive of the Bel Air Red Wings store) selected by the Company. An employee may select a product valued in excess of the Company allowance provided the employee pays for the excess portion. If the employee selects a product valued at less than the Company allowance, the employee will not receive payment for the unused portion. The annual allowance is paid each calendar year. In no event will the annual allowance be paid sooner than six (6) months from the preceding payment.

## **ARTICLE XV - BULLETIN BOARDS**

Departmental bulletin boards shall be provided for the 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**

The Company shall have the right to take whatever action necessary in order to comply with the Contract delivery order requirements, Company Policy, federal and state laws or regulations including the Drug Free Workplace Act and applicable Department of Transportation regulations. The Company shall not require employees to pay for any random drug testing and time expended for drug testing will be considered paid work time. All Company 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 or damage to property has occurred.

## **ARTICLE XVII • POLYGRAPH POLICY**

The Company 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 Company 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, Bering Global Solutions, LLC 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:

Bill McIntosh  
Bill McIntosh  
District 1 Business Representative  
International Association of Machinists and  
Aerospace Workers, AFL-CIO,  
District Lodge 1, Local 2424

1-9-23  
Date

Bill Harkum  
Bill Harkum  
Local Lodge 2424 President

1/9/23  
Date

Bering Global Solutions, LLC.:

Richard H. Foster  
Richard H. Foster  
President

01/12/2023  
Date

**APPENDIX A**

<b>APPENDIX A - Salary, Health and Welfare Fringe, Shift Differential Pay Table</b>			
	1/22/2023	10/22/2023	10/22/2024
<b>Job Classification</b>			
<b>Rate Increase</b>	<b>4.0%</b>	<b>3.0%</b>	<b>3.0%</b>
<b>General Clerk (Maintenance)</b>	\$ 25.21	\$ 25.97	\$ 26.74
<b>Order Clerk</b>	\$ 22.81	\$ 23.49	\$ 24.20
<b>Shop Clerk</b>	\$ 22.81	\$ 23.49	\$ 24.20
<b>Stock Clerk</b>	\$ 23.57	\$ 24.27	\$ 25.00
<b>*Support Technician I</b>	\$ 25.25	\$ 26.01	\$ 26.79
<b>*Support Technician II</b>	\$ 28.57	\$ 29.43	\$ 30.31
<b>*Support Technician III</b>	\$ 30.92	\$ 31.85	\$ 32.80
<b>*Support Technician IV</b>	\$ 35.51	\$ 36.57	\$ 37.67
<b>Technician (Logistics) I</b>	\$ 29.01	\$ 29.88	\$ 30.77
<b>Technician (Logistics) II</b>	\$ 32.55	\$ 33.53	\$ 34.53
<b>Technician (Logistics) III</b>	\$ 36.41	\$ 37.50	\$ 38.63
<b>Technician (Logistics) IV</b>	\$ 45.12	\$ 46.47	\$ 47.86
<b>Warehouse Leader **</b>	\$ 34.95	\$ 36.00	\$ 37.08
<b>Warehouse Specialist **</b>	\$ 31.77	\$ 32.73	\$ 33.71
<b>Production Control Clerk (Log Tech II)</b>	\$ 32.55	\$ 33.53	\$ 34.53
<b>Property Book Clerk (Log Tech II)</b>	\$ 32.55	\$ 33.53	\$ 34.53
<b>Supply Technician (Log Tech III)</b>	\$ 36.41	\$ 37.50	\$ 38.63
<b>Supply Technician Leader</b>	\$ 40.84	\$ 42.07	\$ 43.33
<b>Tool Crib Lead (Log Tech III)</b>	\$ 36.41	\$ 37.50	\$ 38.63
<b>Air Compressor Technician</b>	\$ 32.84	\$ 33.83	\$ 34.84
<b>Directorate Log Tech Lead (Log Tech III)</b>	\$ 36.41	\$ 37.50	\$ 38.63
<b>Shift Differential for hours worked during the 2nd or 3rd by employee(s) regularly scheduled to work 2nd or 3rs Shift</b>	\$ 1.00	\$ 1.00	\$ 1.00
<b>H&amp;W Fringe</b>	\$ 7.75	\$ 7.75	\$ 7.85