

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**DYNCORP INTERNATIONAL, LLC  
AFM II – EAST, ABERDEEN PROVING  
GROUND, MARYLAND**

**&**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO,  
LOCAL LODGE 2424  
of DISTRICT LODGE 1**

**Effective: December 1, 2021 thru November 30, 2024**

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## **01.00 – RECOGNITION**

- 01.01 DynCorp International, LLC (wholly owned by Amentum) (the Company) recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 1, (the Union) as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all regular full-time and part-time employees of the Company at Aberdeen Proving Ground, Maryland on Government Contract W58RGZ-19-C-0025.

The word "employee" or "employees," as used in the Agreement means all employees of the Company employed at the locations listed above, in the job classifications listed in Appendix A of the Agreement.

Excluded from the unit are all office clerical employees, professional employees, guards, and supervisors as defined in the Act.

- 01.02 The Company agrees if the current work being perform by these employees in this bargaining unit is moved, the Company agrees to negotiate over the effects.

## **02.00 – NON-DISCRIMINATION**

- 02.01 The Company and the Union want to reaffirm their commitment to provide equal employment opportunity for all persons in all facets of employment and to recruit and administer hiring, working conditions, benefits and privileges of employment, compensation, training opportunities for advancement including promotion, transfers and terminations of employment including layoffs and recalls for all employees, without discrimination because of race, color, religion, age, gender, national origin, sexual orientation, gender identity, citizenship status, marital status, genetic information, disability, protected veteran status or any other legally protected status.

Whenever the words "he," "she" or "any gender" are used in this Agreement, the words so used shall be deemed to mean and encompass both male and female.

## **03.00 – MANAGEMENT RIGHTS**

- 03.01 Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change or combine work schedules and work assignments and collateral duties, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company.

Such rights of management include, but are not limited to: hire, promote, layoff, assign, transfer, suspend, and to discharge, investigate, and discipline employees in accordance with this a

Agreement; to increase or decrease that number; direct and schedule the work force including establishing and changing work days, work hours, and work weeks; establish, increase or decrease the number of work shifts and their starting and ending times; train employees and determine who will be trained; establish, change, classifications and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed

- 03.02 The Company has the right to subcontract out work where the Company determines that such work cannot be performed by employees covered by this Agreement due to lack of skills, tools, equipment, or availability of manpower, or as required by its contracting customer.

The Company agrees that, during the term of the Agreement, no work currently performed by the employees in the bargaining unit will be subcontracted.

#### **04.00 – SUBSTANCE ABUSE POLICY**

- 04.01 The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, the Union, and the employees.
- 04.02 Consistent with these goals, the Company prohibits the use, possession, distribution or sale of illegal drugs, drug paraphernalia or alcohol on Company premises. The Company will continue a program of random, post-accident, and reasonable suspicion substance abuse screening consistent with these goals.
- 04.03 Pre-employment drug testing is a condition of employment.
- 04.04 The Company's Substance Abuse Policy will remain unchanged for the duration of the CBA unless otherwise amended by the Company.

#### **05.00 – UNION SECURITY/DUES CHECK-OFF/AGENCY SHOP**

- 05.01 All employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- 05.02 All employees within the bargaining unit on the effective date of this agreement who are not union members must, as a condition of continued employment, pay to Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of the Agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.
- 05.03 Employees who are union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit

and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who, after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-laws of the Union.

- 05.04 Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be mail notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency. The Company will within ten (10) workdays after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or fails to pay applicable agency fees as required by paragraph 05.02 of this Article. Any employee so discharged shall be deemed to be discharged for just cause. "Good standing" is defined as compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.
- 05.05 The Company agrees to deduct from an employee's payroll check, Union dues, initiation fees assessments, or agency fees for all employees covered by this Agreement, provided that the Union or the employee delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this Agreement, whichever shall occur sooner. The Company shall make deductions for each member or agency fee payer from the first pay of such member or agency fee payer each month.
- 05.06 Such payroll deductions referred to in paragraph 05.05 of this Article shall be remitted to the Secretary Treasurer of the Union/ or designee the week immediately following the payroll deductions are made. The Company shall furnish to the Secretary Treasurer/ or designee of the union monthly, a record of those from whom deductions have been made and the amounts of the deductions. The Company shall provide the Secretary Treasurer of the Union with a listing, on a monthly basis, of all newly hired or laid-off employees. The Union will provide the Company with point of contact information for the submission of dues as needed.
- 05.07 Should an employee be promoted or transferred to a manager/salaried classification not covered by the Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reason cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Business Representative.
- 05.08 Nothing contained in the Article shall be construed to require the Company to violate any applicable law. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

## **06.00 – SHOP STEWARDS**

- 06.01 The Union will provide the Company with a list of current shop stewards upon request from the Company.

- 06.02 The Union will provide the Company the name (in writing or by e-mail) of the designated Chief Shop and one alternate Shop Steward. The Chief Shop Steward will have the most seniority and the alternate Shop Steward will be second in seniority.

The Chief/Shop Steward shall be empowered to investigate and present a grievance in accordance with the provisions of this Agreement. The conduct of Union business will be scheduled so that no employee including the Chief/Shop Steward is interrupted during paid working time. However, should a Steward wish to conduct Union business matters of a serious and time sensitive nature during scheduled working hours, as herein set forth, he shall request permission from his immediate Supervisor or the Site Manager and state the Union business he desires to conduct on Company time. Such permission shall be granted, unless it should substantially interfere with operations. He shall report to his Supervisor upon completing each function. Such time shall be kept to a minimum.

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

- 06.04 Business Representatives and Aerospace Coordinators

Fulltime Business Representatives and Aerospace Coordinators may have access to the Company's operations for the purpose of servicing the Agreement. Such visits shall be subject to government regulation and Company requirements. The Business Representative or Aerospace Coordinator will notify the site manager to agree on the date/time for the visit. The Business Representative or Aerospace Coordinator may discuss issues with employees on normal working hours on a not to interfere basis.

- 06.05 The Chief Steward, or his/her designee, shall be allotted time during new hire orientation for introductions.

- 06.06 To obtain a Shop Steward, an employee shall make a verbal request to his immediate supervisor for the Shop Steward to be sent to the location of the employee. Such request shall not be unreasonably withheld.

- 06.07 Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's / employee's official work assignment shall be arranged in a manner to minimize interruption of work flow. If permission is initially denied, the supervisor shall establish an alternate time which shall be no later than the end of the employee's next work day, at which time the Steward can contact the employee. The scope of the steward's activities on the Company time shall be include by not be limited to the following items. Anything not included in this list shall not be reasonable denied based on need.

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

- a) To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b) To investigate an alleged grievance or a grievance of record before presentation to the appropriate supervisor/manager.
- c) To present an alleged grievance or a 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. To meet with an appropriate supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

- d) During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation. If requested, his Shop Steward shall be provided.
- e) To consult with the Chief Steward regarding a grievance or an alleged grievance.

### **07.00 – NEW JOBS**

- 07.01 If, during the term of this Agreement, it becomes necessary for the Company to establish new job classifications within the bargaining unit, the Company and the Union shall mutually agree upon the proper rate range for the new position. Operations shall not be delayed through failure to immediately agree upon a wage rate applicable to such job classification. In the event the parties fail to come to an agreement on the wage rate of a new job, the matter shall be submitted to binding arbitration under the applicable article of this Agreement and the Arbitrator shall have the authority to establish the rate of pay for any new job classification challenged under this Article.

### **08.00 – NO STRIKE/ NO LOCKOUT CLAUSE**

- 08.01 The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement will collectively or individually engage in or participate in any strike, sympathy strike, slowdown or stoppage of work during the term of this Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

### **09.00 – SECURITY**

- 09.01 The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government. The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the Government.
- 09.02 It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States Government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.
- 09.03 It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government.
- 09.04 The Company will reinstate the seniority of an employee who's denied security clearance is reinstated by the Federal Government, within eighteen (18) months. A non-probationary employee who loses his security clearance or site access for any reason will not lose his seniority until final adjudication of his appeal. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title.

## 10.00 – GENERAL

10.01 The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the Customer's objectives. The parties realize the Customer may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities. Any permanent/ongoing changes will have to be negotiated between the parties, for incorporation into this agreement.

### 10.02 CHANGE OF ADDRESS

Employees are responsible for notifying the Company of their proper mailing address and current telephone number. Laid off employees are also responsible to notify the Company of their proper mailing address and current telephone number to maintain recall rights. The Company shall be entitled to rely upon its records and shall be held harmless for any action that may arise out of said reliance.

### 10.03 RESIGNATION

Employees are requested to give at least a two (2) week notice of intent to resign.

### 10.04 BULLETIN BOARDS

The Company agrees to provide a bulletin board for posting of Union Material. Material posted shall be limited to notices of Union meetings, Union newsletters, Union recreational and social activities, and any other Official Union business. Such bulletin boards shall be maintained by the Shop Steward, or alternate Steward, in the Steward's absence.

### 10.05 NON-BARGAINING UNIT PERSONNEL

Non bargaining unit personnel may temporarily (for a maximum of 1 month, unless mutually agreed upon by both parties) perform the work of or with unit employees, provided such work does not result in layoff, reduction of hours or earning opportunities or benefits. Such temporary work may be performed under the following conditions:

- a) For the purpose of instructing and training employees.
- b) Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances, which would require immediate action.
- c) Up to two (2) hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification.
- d) Supervisor or Field Service Representative (FSR) may perform Bargaining Unit work when a temporary increase in workload or employee absences may cause the work schedule to be delayed, causing operational problems.
- e) Lack of necessary skills required to complete a specific task.



#### 10.06 SHUTDOWNS

If there is a temporary shutdown of operations and no work is available, employees may take vacation, personal paid time, or time off without pay.

#### 10.07 EDUCATION ASSISTANCE

Employees will be able to participate in the Company sponsored Education Assistance Program in accordance with the Company Policy and procedure.

#### 10.08 NEW TECHNOLOGY

It is the Company's policy when possible to assure that training is available for its employees, so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology. The Company will provide notification to the Union full-time Business Representative or his designee of the Company's plans for the introduction of new technology which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology and will identify areas of skill impacts and any training programs associated with those impacts. The Union, and its representatives, will protect the confidentiality of Company sensitive and proprietary information disclosed in the notification. The Company will provide employees in the affected classification(s) in the bargaining unit the opportunity to volunteer for the training. The Company will select employees based on their qualifications within the area of work involved. If more than one employee is equally qualified to perform the work, the most senior employee will be selected.

#### 10.09 SUCCESSORS

The provisions of this Agreement shall be binding upon the Company and its successors, assigns, or future purchasers.

#### 10.10 REPLACEMENT OF LOST OR STOLEN TOOLS (Where applicable)

It is understood and agreed between the parties that the Company will replace tools and tool boxes that are shipped to an employee TDY (at any location) or deployed to an overseas location and the tools or tool box becomes lost, damaged, or stolen while in the control of a third party shipper for up to \$2500.00. The Company will also pay for the cost of the liability insurance to cover the tools being shipped. The following conditions must be followed:

- a) An inventory of all tools to be shipped must be made by the employee and signed off by the Site or Program Manager.
- b) Such inventory shall state condition of tools and tool box.
- c) Pictures must be taken of the employee's tools and tool box.
- d) Employees must cooperate with the Company in investigating the loss or damage.
- e) Police report required for stolen tools or toolboxes.

- 10.11 The Company will be the sole determiner of employee qualifications. The past successful performance along with employee documented certifications/qualifications in training records will be used to assist in determining employee qualifications.

## **11.00 – SAFETY**

### **11.01 SAFETY**

The Company and the Union shall use every effort to assure compliance with established State, Federal, and Government safety and health rules and regulations.

The Chief Steward, or his designee, will be the Union Safety Representative on joint safety committees and be a member of the site safety council.

The Company will provide the appropriate First Aid, CPR equipment and Medical Services to treat victims of accidents and / or health hazards on its work premises and work detachment premises at all times. The Company will provide all required training for adequate designated employees for First Aid and CPR required in treating victims prior to Emergency Medical Services arrival.

It is understood that the concept of perform the work-grieve after will be adhered to unless there is an imminent threat to the health and welfare of the employee or others.

In the interest of continued safety of individuals and their fellow employees any employee returning to work following a medical leave of absence or documented inability to perform the assigned duties and responsibilities, may be required through Government regulations or by the Company to undergo a medical examination by a doctor of the Company's selection, paid for by the Company. If the diagnosis or examination is not satisfactory to the employee, the employee may request another diagnosis or examination by a doctor of the employee's choosing. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be required for the employee's examination.

If the third doctor's diagnosis/ analysis concurs with the employee's doctor, the Company shall pay for the services of the mutually agreed upon doctor. If the diagnosis/ analysis of the third doctor does not concur with the employee's doctor, the employee who gave rise to the dispute shall be responsible to any for the services of the mutually agreed doctor.

Employees entitled to free physical examinations as a condition of employment will receive the examination during their normal duty hours without loss of pay. The Company will provide a copy of the results to the employee upon written request.

All examinations related to employment, whether required by virtue of employment with the Company or requested/directed by the Company, (Medical exams, Respiratory exams, Chest x-rays, Physical exams, CDL license testing, License exams. etc.) shall be at the Company's expense and the employee shall be paid by the Company for all time spent while submitting to any examination. The Company may select a physician from the nearest locality of the individuals work site.

## **12.00 – LAYOFFS AND RECALL**

- 12.01 When it becomes necessary to reduce the number of employees in a classification, probationary employees shall be laid off first, and then if the need to lay off other employees still exists, the employees in a job classification shall be laid off in accordance with reverse seniority, provided

they possess the necessary Mission, Design, Series (MDS) qualifications and certifications to perform the work, without additional training beyond familiarization.

## 12.02 LAYOFF AND REGRESSION

In the event of a layoff, the Company agrees to give a two (2) week notice, when possible, to the employees affected. The Union will be notified of a layoff in advance of the layoff.

At the location where the layoff occurs, an employee laid off pursuant to 12.01 of this Article, may bump a less senior employee in an equal paid classification or a lower paid classification, if the bumping employee has more seniority than the employee that he will bump and is qualified/certified to perform the work without additional training beyond familiarization. If the employee is eligible to bump into more than one (1) classification, he may choose the classification in which to bump. If an employee takes layoff in lieu of exercising his right to bump another employee, that employee will lose his right to displace another employee based on his seniority or recall rights.

## 12.03 RECALL

Employees laid off will be recalled as follows:

- a) Laid off/or displaced employees will be recalled, by job classification, in the inverse order of their layoff. Employees recalled must possess the qualifications and/or certifications to perform the work without additional training beyond familiarization.
- b) The Company will send recall notices, by certified mail, to the employee's last official address. The Company will also notify the Union of the recall and of those being recalled. The employee has three (3) working days after receipt by the employee of the notice to accept reemployment. If the employee is currently employed, the employee will have the capability to immediately provide their current employer a two-week notice, enabling separation to accept the offer. All other employee(s) will have five (5) working days to report for work, unless extended by the Company. Employees have a period of recalls rights for eighteen (18) months. After that period, he/she forfeits all recall rights.
- c) If no laid off employees in a job classification, who are recalled, accept re-employment, then laid off employees outside the job classification, who are qualified in the classification, will be recalled as in Section 12.03 a) above.
- d) Subject to Article 14, new employees will be hired if no laid off employees, who qualify for the job classification, accept re-employment as outlined in this section.

## **13.00 – COMPLETE AGREEMENT**

- 13.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining and that the agreements arrived at by the parties are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, agree that the other shall not be obligated, except as provided in this Agreement, to bargain collectively with respect to any subject referred to or covered in this Agreement. Furthermore, the parties waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject

matter not referred to or covered by this Agreement, even if such subject may not have been known or contemplated of any of the parties at the time this Agreement was negotiated or signed.

## **14.00 – PROMOTIONS/ TRANSFERS**

### **14.01 PROMOTIONS**

A promotion means the advancement of an employee from one job classification to another job classification with a higher rate of pay. Any employee who has successfully completed the ninety (90) day probationary period, will have the opportunity to apply for a promotion or transfer for a different position in the Company.

### **14.02 JOB VACANCIES**

The Company and the Union clearly recognize the Company's right to determine staffing levels within the Company. The Company therefore maintains the right to assign personnel within the Company and to determine when there is a permanent job vacancy. When the Company determines that a permanent job vacancy exists, the Company will post the vacancy prior to hiring from outside the bargaining unit. The Company will post all job vacancies within the unit provided no employee has recall rights to the open position as defined in Article 12.00, Section 12.03. The job vacancy will be posted for five (5) working days. The posting notice shall state the job classification, the pay rate, special training, experience or certification required (if any) and the closing hour and date of the posting period. The posting notice will be posted on the Company bulletin board and the Chief Steward shall be notified. Employees who desire to bid for the posted vacancy may do so by completing a mutually agreed to form and submitting it to the Site Manager prior to the close of the posting period.

### **14.03 SELECTION**

Within five (5) working days after the close of the posting period, the Site Manager shall determine which of the bidders are qualified (minimum requirements) to perform in the posted position. The position will be awarded to the senior bidder that meets the qualifications of the job.

The successful bidder shall be assigned to his/her new job within ten (10) working days after the job has been awarded.

If there are no qualified bidders, the Company has the right to fill job vacancies by new hires or rehires. If the job vacancy is not filled within sixty (60) days after the posting is closed, the vacancy will be reposted in accordance with 14.02 herein.

### **14.04 NEW JOB PERFORMANCE**

When an employee is awarded a posted job and fails to satisfactorily perform the duties of the position within one hundred and twenty (120) days after assuming the position, the employee will be returned to the position last held prior to award of such promotion.

The Company may temporarily upgrade an employee to perform in a higher classification. The employee shall receive the rate of the higher classification if he works for a minimum of one (1) hour in that classification. If an employee is assigned temporarily to a lower paid classification such employee shall not suffer a reduction in pay rate.

## **15.00 – DISCHARGE AND DISCIPLINARY ACTION**

- 15.01 The Company shall have the right to discipline employees for just cause by counseling, suspension, discharge, or other actions for violation or infraction of the Company's rules. The Company agrees to notify the Union, in writing, of any action taken under this section. The Company will follow progressive discipline, except in those cases where suspension or immediate termination warrants.
- 15.02 The disciplined employee will have a Steward present.
- 15.03 A documented verbal shall not be used for purposes of progressive discipline after a period of twelve (12) months.
- 15.04 A written warning shall not be used for purposes of progressive discipline after a period of twelve (12) months.
- 15.05 A letter of suspension shall not be used for the purpose of progressive discipline after a period of eighteen (18) months.
- 15.05 An incident of workplace violence shall have a 3-year time limitation.

## **16.00 – SENIORITY**

### **16.01 PROBATIONARY PERIOD**

Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a Seniority Employee of the Company. During the probationary period the employee shall be subject to layoff, discipline or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

### **DEFINITIONS**

- a) Seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work at the same Federal facility.
  - 1) When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the least seniority for tie breaking purposes.
- b) Seniority will not be broken for:
  - 1) periods of approved absence with leave
  - 2) periods of layoff due to lack of work
  - 3) periods of absence due to injury or illness
  - 4) periods of one (1) year or less for an Overseas Assignment

Periods of absence set forth in 2) and 3) shall not exceed eighteen (18) months. In the case of occupational injuries, continuous employment will be for the length of the disability.

## 16.02 LOSS OF SENIORITY

All seniority of any employee shall terminate if the employee:

- a) Resigns.
- b) Is discharged for just cause.
- c) Is on layoff status in excess of eighteen (18) months.
- d) Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated. This paragraph is subject to the conditions noted in Article 09.00.
- e) Refuses recall.
- f) Accepts employment with another Employer while on approved leave of absence without the Company's knowledge.
- g) An employee who has established seniority rights within the bargaining unit and who is transferred to a position not covered by this agreement shall retain seniority for a period of ninety (90) calendar days.

## 16.03 SENIORITY LIST

A seniority list will be maintained by the Company and will be made available to the Union semi-annually. The Company will also furnish a list to the Union Chief Steward reflecting new hires or rehires, their classification, date of hire, and termination or layoff dates, when such events occur. The Union will treat the seniority list as a Company Proprietary Document.

## **17.00 – TEMPORARY DUTY ASSIGNMENTS (TDY)**

- 17.01 Employees shall first be selected by the Company for temporary duty assignments away from the site by senior eligible qualified volunteers from the classification(s) needed to support the mission. The Company reserves the right to make exceptions to the selection process where the mission dictates. Certain missions may dictate specific aircraft mission design series qualifications, which supersede seniority. When the mission dictates such exceptions the Shop Steward will be informed of the reasons.
- 17.02 Employees who are on or have scheduled vacation which begins during the temporary assignment are ineligible for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year or carry over the vacation time to the next year in accordance with Article 24.
- 17.03 An employee who has accepted or is currently assigned to a TDY mission will not be eligible for a subsequent TDY mission until the original mission is either completed or canceled.
- 17.04 Employees will be given five days or as much notice as possible of any impending TDY mission.
- 17.05 Employees who volunteer for or decline the mission may not subsequently alter their decision except in the case of a bona fide emergency or to prevent the least senior employee from being involuntarily assigned. If there is more than one volunteer, the senior qualified volunteer will be assigned the TDY mission. In no case will the reselection delay deploying the TDY mission.
- 17.06 If the assignment is not made from senior qualified volunteers as stated above, the least senior qualified employee may be assigned if the employee meets the requirements of the first paragraph in 17.01. Least senior qualified employees will not be scheduled involuntarily on back-to-back TDY assignments unless there are no other qualified employees to perform the assignment.

- 17.07 While an employee assigned to such Temporary Duty Assignment (TDY) is traveling to that Temporary Duty Assignment (TDY) assignment and returning to his regular workstation from such assignment, he/she shall be paid, at the regular rate for all travel in accordance with the following. If traveling by commercial airlines, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee will be allowed actual travel time from the worksite or quarters to home. The Company reserves the right to determine the reasonableness of travel time. If the employee travels by personally owned vehicle (POV) or Company provided vehicle, and the use of such conveyance is Company directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime.
- 17.08 Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have the Company charge Transportation and Hotel charges to the Corporate Credit Card. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. Any additional cost for reasonable lodging above the rates listed in the JTR, if approved by the Program Manager will be paid by the Company upon presentation of the receipts by the employee.
- 17.09 Government guidelines shall determine whether deployment is in a Hazardous Duty area and, if so, the Hazardous Duty pay associated with such assignment.

## **18.00 – ADJUSTMENT OF GRIEVANCES**

- 18.01 "Grievances" shall mean and be limited to disputes or difference(s) between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. Both parties agree to use their best efforts, including informal meetings involving Management, Supervision, Shop Steward, and the Grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps:

All grievances beyond Step one involving employee claims shall be in writing on grievance forms and shall be signed by all employees claiming rights there under.

In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits;

### **a) STEP ONE**

The employee(s), with their Steward if available, shall promptly bring a grievance to their supervisor or designee. 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 representative may bring the grievance to the supervisor. If such grievance is not settled within five (5) working days, then:

b) STEP TWO

A written grievance must be signed by the Steward and set forth a statement of grievance and the article or section of the agreement which is claimed to have been violated, and taken up by the Shop Steward with the Site Manager or his designee, and a meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days, the grievance may be moved to Step Three.

c) STEP THREE

The Company's Senior Director of Labor Relations or designee, and the Business Representative of the Union or his designee shall meet in person or by telephone within ten (10) working days after receipt of the grievance into a third step. A written reply from the Company will be given to the Business Representative or his designee within fourteen (14) working days after the meeting. If no agreement has been reached within fourteen (14) working days, either party may submit the grievance or dispute to arbitration as covered in the Article 19.00.

- 18.02 All settlements must be consistent with the terms and conditions of the Agreement. Time limits may be extended by mutual agreements of both parties.

Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee

In cases involving suspension or discharge, Step One will be waived, and the matter taken up with the Site Manager or his designee within five (5) working days following such action by the Company.

18.03 POLICY GRIEVANCES

It is understood that the Chief Steward may file grievances on behalf of the Union's interests under this agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose of the application of a specific article and section of this agreement, the grievance may be filed by the Chief Steward on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Chief Steward on behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.

- 18.04 Authorized Stewards shall have the right to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during the Shop Steward's normal work schedules.

### **19.00 – ARBITRATION PROCEDURE**

- 19.01 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 the fourteen (14) day period specified in Step Three



of Article 18.01 c), it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

19.02 In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) workdays of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.

In the latter case, the petitioner has the first right to strike a name; the other party shall then strike a name. This procedure shall continue alternately until one name remains.

19.03 The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this agreement. The expense and fees of the Arbitrator shall be borne equally by both parties.

## **20.00 – HOURS OF WORK**

20.01 The workweek will begin at 00:00 Saturday and end at 23:59 the following Friday. The normal operating periods for each employee shall consist of five (5) consecutive days per week from Monday through Friday. The pay week begins at 00:00 Saturday and ends the following Friday at 23:59. Work schedules will be as stated unless a special circumstance requires a temporary modification of the schedule. When this special circumstance is required, all timely notifications procedures within the CBA shall be followed.

20.02 All bargaining unit work schedules shall have two (2) paid fifteen (15) minute break periods. There shall be one (1) unpaid thirty (30) minute meal period for each shift schedules other than those outlined above may be arranged by mutual agreement by the parties.

20.03 A daily work schedule may begin on one calendar day and end on another.

20.04 Three (3) calendar days' notice will normally be given for schedule and shift changes. Changes to the schedule and/or shift may be made at any time by mutual agreement of the parties.

20.05 At the discretion of the Company, when the customer designates a no-fly day, family day, weather day, etc., with Company approval, employees will take vacation, personal time, or leave without pay.

20.06 The starting and stopping times of the various shifts will be as follows:

|             |              |                       |
|-------------|--------------|-----------------------|
| First Shift | 0700 to 1530 | Monday through Friday |
|-------------|--------------|-----------------------|

Starting times may be adjusted for operational requirements up to two hours with stop times adjusted accordingly.

20.07 The Company shall not alter the employees assigned work schedule to avoid the payment overtime.

## **21.00 – OVERTIME**

21.01 There shall be no guarantee of overtime or a certain number of hours worked per week.

- 21.02 Overtime, at one and one-half (1½) times the regular straight time rate, will be paid for:
- a) worked in excess of forty (40) paid hours in a workweek.
  - b) Overtime, at one and a half (1 1/2) times the regular straight time rate, will be paid for all work performed on a holiday (Plus holiday pay).
  - c) For the purpose of computing overtime, the work week and the payroll week shall be one and the same.
  - d) All hours worked will be used in the computation of overtime.
- 21.03 There shall be no duplication or pyramiding of overtime or premium payments.
- 21.04 The Company agrees to assign overtime among senior employees by classification. To this end, the following procedure will be followed:
- a) When the Company determines that daily overtime work is required, qualified employees presently at work on the shift in the classification(s) needed to perform the work who have the most seniority will be offered the work first. Should the employee decline, the next senior qualified employee in that classification and shift presently at work will be offered the work, and this sequence will be followed until the required number is obtained. Should the required number not be obtained in a voluntary manner because all employees presently at work decline to work the overtime assignment, the Company shall assign the work to the qualified employee on the shift in the classification with the least seniority, and this employee shall perform the work assignment.
  - b) In those cases where it is predetermined that weekend overtime will be required, all qualified employees in the classification shall be offered the work by seniority, and if the required number cannot be obtained voluntarily, those employees with the least seniority will be required to perform the overtime.
- 21.05 For overtime work occurring at the end of a shift, the Company will provide two (2) hours' notice, when possible, of required overtime work.
- 21.06 For scheduled overtime work occurring on an employee's Saturday or Sunday, employees will be notified of such requirement by the end of their shift on Thursday preceding such scheduled overtime work.
- 21.07 The parties recognize that requirements placed upon the Company by the Government may preclude compliance with the overtime notification set forth in this article as it pertains to Article 21, sections 21.05 and 21.06. In such cases the Company will notify the Steward and provide as much notice as possible to the affected employee(s).

## **22.00 – EXCUSED ABSENCE**

- 22.01 Employees may, with Company approval, be granted excused absence without pay for a good cause stated in a written request submitted at least one week in advance of said absence except in emergency situations. Continuous service credit and seniority shall accumulate during all leaves of absence described in this section unless otherwise noted.

## 22.02 MILITARY SERVICE, DUTY AND PAYMENT

Any employee of the Company who is inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a veteran, shall, upon his discharge and his receipt of a certificate of the satisfactory completion of his military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

## 22.03 ABSENCE AND PAYMENT FOR JURY DUTY

Full time seniority employees who are required by proper court order or summons to be absent from work in connection with jury duty will be paid for a regular scheduled eight (8) hour shift, minus the court remuneration, for a maximum of thirty (30) days in a calendar year.

## 22.04 TEMPORARY ABSENCE FOR DISABLING ILLNESS, INJURY

Full time seniority employees having ninety (90) days or more of continuous service credit and who are found and certified by a physician to be unable to perform their regularly assigned duties with the Company because of disabling illness or injury other than for Workman's Compensation, shall receive a leave of absence without pay, but with service credit and seniority accumulating while such condition continues. If the disability continues beyond twelve (12) months and the employee has not returned to work, the employee's service credit and seniority will be broken and terminated.

22.05 Employees tardy because of delayed entry at the gates or due to gates being closed by the military will not be counted as tardy and will be allowed to complete the remaining portion of their scheduled work shift.

## 22.06 UNION LEAVE

Leaves of absence without pay will be granted by the Company on two weeks' written request of the Union to persons designated by the Union for Official Union business or to attend conventions, educational or other functions of the Union. Seniority and benefits will accumulate during such leave. Not more than one (1) employee shall be on such leave at any one time.

In the event the International Union signatory hereto request the service of an employee for the purpose of working for the International or Local Union, the employee shall be granted such leave of absence and will accrue seniority during such leave. It is understood that such leave will not exceed four (4) years in duration, except by mutual consent.

22.07 FMLA – (In accordance with applicable law)

22.08 Benefit coverage will continue during pay periods in which the employee has no pay. Benefit premium deductions that are not withheld go into arrears, excluding Spending Accounts and 401(k) deferrals and loans. Arrears/unpaid employee contributions accrue each pay period until the employee returns to work. Once the employee receives a check with any type of pay, one current pay period's deductions and one arrears pay period's deductions will be withheld from each paycheck until all amounts in arrears are paid.

## 23.00 – HOLIDAYS

23.01 The following eleven (11) holidays will be recognized at the International Association of Machinists and Aerospace Workers' sites:

|                  |                             |
|------------------|-----------------------------|
| New Year's Day   | Martin Luther King, Jr. Day |
| Presidents' Day  | Memorial Day                |
| Independence Day | Labor Day                   |
| Veterans Day     | Columbus Day                |
| Thanksgiving Day | Christmas Day               |
| Juneteenth Day   |                             |

23.02 Effective 12/1/21, any other day set by federal law, Presidential Proclamation, or Executive Order as an official holiday that is incorporated into the W58RGZ-19-C-0025 contract, shall be provided as an additional paid day off.

23.03 Full pay for eight (8) hours at the base rate for all hours paid shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls or for any day for which holiday pay is due under this Article.

23.04 Whenever one of the above holidays fall on a Sunday, the Monday immediately following shall be observed, if officially declared holiday and generally observed by the Military at the respective site. Whenever one of the holidays falls on Saturday, the Friday immediately preceding, shall be observed, if officially declared a legal holiday and generally observed at the respective site.

23.05 If one or more of the above holidays occurs while an employee is on an authorized vacation or PPT, holiday pay will be substituted for a vacation or PPT day.

## 24.00 – VACATION

24.01 Definitions

- a) The term "seniority" as used in this Section, shall be the factor in determining choice of vacation time.
- b) The term "length of service" is defined as the period of employment with the Company and is used to determine the bi-weekly rate of accrual.
- c) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employee's base rate of pay. A "full-time" employee means an employee who is regularly scheduled to work five (5) or more standard daily shifts per week.
- d) Earned vacation credits, as used in this Article, shall vest as they are accrued bi-weekly.

24.02 Vacation Benefits for bargaining unit employees on the active payroll of the Company are as follows:

| <b>Length of Service</b>           | <b>Bi-weekly Accrual Rate</b> | <b>Annual Accrual</b> |
|------------------------------------|-------------------------------|-----------------------|
| 0 to less than 60 months           | 3.08 hours                    | 80 hours              |
| 60 months but less than 120 months | 4.62 hours                    | 120 hours             |
| 120 months or more                 | 6.16 hours                    | 160 hours             |

- a) Up to one hundred sixty (160) hours of accrued vacation may be carried over each year at the employee's anniversary date. Vacation accruals in excess of one hundred sixty (160) hours will be paid out to the employee.

24.03 Unused, accrued vacation will be paid out to the employee upon termination.

#### 24.04 Scheduling of Vacation

- a) Earned vacation may be taken in consecutive weeks or in one (1) week increments. In addition, with prior approval, vacations may be taken in one-tenth (1/10) hour increments provided the vacation requested is approved at least twenty-four (24) hours in advance.
- b) It is the policy of the Company to approve scheduled vacations when they least interfere with production. Consideration will be given to the employee's personal plans and preference for a suitable time which is acceptable and in keeping with his seniority, except that no more than one preferred vacation period or date per employee may be scheduled on the basis of seniority in any one calendar year. The Company shall endeavor to honor vacation requests as scheduled. If a conflict exists, the appropriate Supervisor shall use his best efforts to solve them.
  - 1) Employees who have exhausted their PPT may use earned vacation in one-hour increments for the same purposes as would have been approved for PPT. Notification and approval of such vacation usage will be in accordance with PPT Article 27.00.

24.05 Recalled employees shall accrue vacation based on seniority date in accordance with Article 24.02.

### **25.00 – BEREAVEMENT**

25.01 Regular status employees are eligible for bereavement leave. Three (3) work-days leave shall be paid in the event of death of an immediate family member of the employee.

25.02 Immediate family is considered to be:

Spouse, domestic partner, child, mother, father, grandmother, grandfather, mother-in-law, father-in-law, in loco parentis (in place of a parent; one who substantially performed rights, duties, and responsibilities of a parent, i.e., foster parent, step-father, step-mother), grandchildren, step-child, brother, step-brother, sister, step-sister, brother-in-law or sister-in-law or anyone you have legal guardianship over (i.e. foster children) of the employee.

If the funeral is more than 400 miles from the employee's address of record with the Company, the employee shall be granted an additional eight (8) hours off with pay to attend the funeral for the employee's spouse, parents, children, sister or brother.

In the event all or part of the bereavement leave is taken during the employees' vacation, the day(s) the employee would have otherwise been on vacation will be returned to the employee's vacation bank and such employee shall receive bereavement leave pay for the entitled hours.

An additional two (2) days of unpaid leave may be approved by the Site Supervisor. Employees may substitute unpaid leave with vacation or PPT.

25.03 Documentation of relationship may be required.

## 26.00 – GROUP HEALTH AND WELFARE BENEFITS

### 26.01 Company Provided Healthcare Coverage

The Company will, during the life of this Agreement, maintain and contribute to the cost of healthcare coverage for bargaining unit employees who elect coverage. Healthcare coverage is defined as medical, prescription drugs, vision and dental plans offered by the Company as outlined in the applicable Summary Plan Descriptions (SPDs).

As these Plans are provided by outside vendors and/or are Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plans during the life of this Agreement between the Parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

The Company will sponsor and make available to full-time employees, beginning on the first day of employment, benefits specified in the following paragraphs.

Employee premium contributions will be made through bi-weekly payroll deductions.

### 26.02 Medical

Employees will be offered a Preferred High Deductible Medical Plan with optional Health Savings Account (HSA) and a Premier Plan. The employee premium costs for each medical plan are listed below and any increases will be split at current cost share agreement, not to exceed a ten percent (10%) increase each year over the life of the agreement.

Bi-Weekly Premium Rates are outlined below:

| Coverage Tier         | Bi-Weekly Premium Cost<br>Effective 01/01/2022 |            |
|-----------------------|--|------------|
|                       | Anthem HDHP<br>Plus                            | Anthem PPO |
| Employee Only         | \$56.92  | \$64.81    |
| Employee + Spouse     | \$128.52                                       | \$146.34   |
| Employee + Child(ren) | \$99.06  | \$112.80   |
| Employee + Family     | \$166.14                                       | \$189.19   |

### 26.03 Dental

Dental premiums listed below will be split at current cost share agreement, any increases will be shared at the agreed split, not to exceed a ten percent (10.00%) increase of the employee's premium each year over the life of the agreement.

Core/Enhanced Dental Plan Bi-Weekly Premiums:

| Coverage Tier         | Delta Dental PPO Basic | Delta Dental PPO | Delta Dental PPO Plus |
|-----------------------|------------------------|------------------|-----------------------|
| Employee Only         | \$1.84                 | \$2.20           | \$2.81                |
| Employee + Spouse     | \$3.77                 | \$4.79           | \$5.76                |
| Employee + Child(ren) | \$4.56                 | \$5.87           | \$6.96                |
| Employee + Family     | \$7.10                 | \$9.16           | \$10.85               |

26.04 Vision Plan

Vision premiums listed below will be split at current cost share agreement, any increases will be shared at the agreed split, not to exceed a ten percent (10.00%) increase of the employee's premium each year over the life of the agreement.

Vision Plan Bi-Weekly Premiums:

| Coverage Tier         | VSP Plan | VSP Plan Plus |
|-----------------------|----------|---------------|
| Employee Only         | \$0.49   | \$0.83        |
| Employee + Spouse     | \$1.14   | \$1.96        |
| Employee + Child(ren) | \$0.86   | \$1.47        |
| Employee + Family     | \$1.51   | \$2.60        |

26.05 Company Provided Group Insurance

- a) Basic Life Insurance at 1x base annual earnings with a minimum of \$80,000.00 and a maximum of \$150,000.00
- b) Basic Accidental Death and Dismemberment at 1x base annual earnings with a minimum of \$80,000.00 and a maximum of \$150,000.00
- c) Short Term Disability at 66.67%, up to \$2,000 per week.
- d) Business Travel Accident
- e) Employee Assistance Program

26.06 Employee Paid Group Insurance

Additional Group Insurances available at 100% Employee Cost:

- a) Optional Life
- b) Optional Accidental Death and Dismemberment
- c) Dependent Life
- d) Voluntary Accidental Death and Dismemberment
- e) Long Term Disability available at 60% or 66.67% up to \$15,000 per month LTD option
- f) TRICARE Supplement

26.07 IAM Custom Choices Worksite Benefits Program (EBS)

Employees may choose to participate in benefits through EBS and make voluntary contributions or payments through payroll deductions. All deductions are coordinated through EBS, and enrollment in EBS offered benefits shall be communicated by EBS to the Company's payroll department.

26.08 DynCorp International 401(k) Savings Plan

Bargaining unit employees may participate in the DynCorp International Savings Plan (DISP) in accordance with the Summary Plan Description. There will be no Company match.

26.09 Flexible Benefit Credit

The Company will provide each regular full-time employee covered by this CBA with the amount of Flexible Benefit Credits specified below. These credits will be provided on a pre-tax basis under Internal Revenue Code Section 125. Employees may use these credits to purchase coverage for themselves and eligible dependents from any of the Benefit Plans offered under the DynCorp International Health & Welfare Benefit Plan on a Pre-Tax basis unless the desired coverage is only available on an After-Tax Basis, such as Dependent Life Insurance. Any coverage costs in excess of the Company provided credits will be paid by the employees via Pre-Tax payroll deductions. Any excess credits will be paid to the employee as additional taxable income.

a) Health & Welfare Contribution

- 1) The Company will continue providing contributions as stated below for health and welfare benefits until such amount is changed in accordance with this Article.

Effective January 1, 2022 - \$3.00 per hour  
Effective January 1, 2023 - \$3.25 per hour  
Effective January 1, 2024 - \$3.50 per hour

An employee will receive the receive flexible credits for all hours paid, up to a maximum of eighty (80) hours, per bi-weekly pay period. Employees may waive Benefits coverage for any of the items and shall receive payment for the cost not paid for such benefits up to the maximum amount of the Health and Welfare.

**27.00 – PERSONAL PAID TIME (PPT)/ SICK LEAVE**

27.01 A full-time employee will accumulate PPT at the rate of 2.16 hours per pay period. Part-time employees shall accrue one-half the amount of PPT leave credit provided a full-time employee.

27.02 An employee with unused PPT leave available will continue to accumulate such PPT leave from year to year, up to a maximum of eighty (80) hours.

27.03 All Paid Personal Time hours shall be credited to the employee's account. Paid Personal Time may be utilized for sickness, medical appointment, or personal reasons in minimum increments of one-tenth (1/10th) hour.

27.04 When an employee desires to use Paid Personal Time for reasons other than illness, injury, or inclement weather, such time off must be requested in advance for approval consideration.



27.05 PPT will have no monetary value.

## **28.00 – EFFECTS OF LAW**

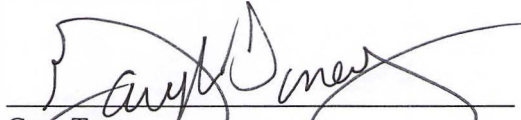
- 28.01 In the event that now or hereafter there is any State or Federal Law, or any directive order, rule or regulations made pursuant, thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule or regulations shall remain in force and effect. In the event that this or any other Agreement existing between the parties hereto, now, or thereafter requires the approval of any Government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.
- 28.02 This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. However, this Agreement may be amended in writing by mutual agreement at any time.

**29.00 – DURATION**

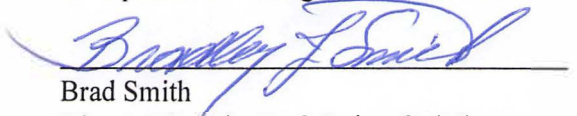
Upon ratification, this Agreement will be in full force and effect **December 1, 2021** through **November 30, 2024** and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representative.

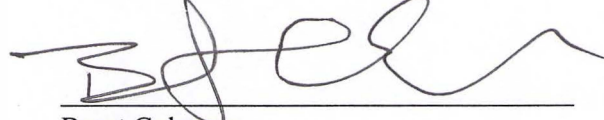
FOR THE COMPANY:

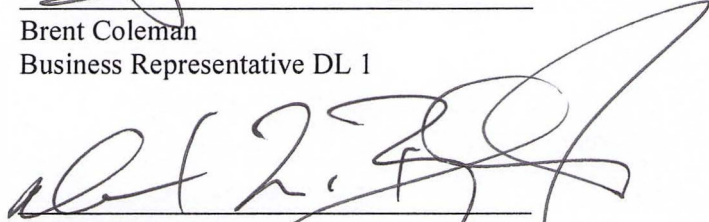
  
\_\_\_\_\_  
Gary Toney  
Sr. Director, Regional/Program Manager  
AFM II - East


  
\_\_\_\_\_  
William Price  
Sr. Operations Manager, AFM II - East

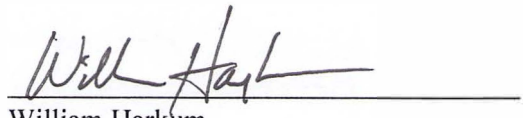
  
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Brad Smith  
Director, Employee & Labor Relations  
Amentum

FOR THE UNION:

  
\_\_\_\_\_  
Brent Coleman  
Business Representative DL 1

  
\_\_\_\_\_  
Richard Berglund  
Committeeman

  
\_\_\_\_\_  
Jens Mikkelsen  
Committeeman

  
\_\_\_\_\_  
William Harkum  
President, Local Lodge 2424, IAM&AW

## APPENDIX A – WAGES

|                           |              |                                    |                              | 2.50%     | 2.00%     | 2.00%     |
|---------------------------|--------------|------------------------------------|------------------------------|-----------|-----------|-----------|
| <b>Existing Positions</b> |              |                                    |                              |           |           |           |
| Job Classification        | Current Wage | Equity Wage Adjustment (12/1/2021) | New Wage for Added Positions | 12/1/2021 | 12/1/2022 | 12/1/2023 |
| Aircraft Mechanic III     | \$34.05      |                                    |                              | \$34.90   | \$35.60   | \$36.31   |

| <b>New Positions</b>         |              |                                    |                              |           |           |           |
|------------------------------|--------------|------------------------------------|------------------------------|-----------|-----------|-----------|
| Job Classification           | Current Wage | Equity Wage Adjustment (12/1/2021) | New Wage for Added Positions | 12/1/2021 | 12/1/2022 | 12/1/2023 |
| Aircraft Mechanic I          | \$30.25      | \$1.06                             | \$31.31                      | \$32.09   | \$32.73   | \$33.39   |
| Aircraft Mechanic II         | \$31.63      | \$1.11                             | \$32.74                      | \$33.56   | \$34.23   | \$34.91   |
| Aircraft Mechanic III        | \$32.91      | \$1.14                             | \$34.05                      | \$34.90   | \$35.60   | \$36.31   |
| Computer Systems Analyst I   | \$27.63      | \$0.97                             | \$28.60                      | \$29.31   | \$29.90   | \$30.50   |
| Maintenance Test Pilot       | \$47.50      | \$1.66                             | \$49.16                      | \$50.39   | \$51.40   | \$52.43   |
| Production Control Clerk     | \$22.88      | \$0.80                             | \$23.68                      | \$24.27   | \$24.76   | \$25.25   |
| Supply Technician            | \$28.53      | \$1.00                             | \$29.53                      | \$30.27   | \$30.87   | \$31.49   |
| Technical Inspector Aircraft | \$32.91      | \$1.14                             | \$34.05                      | \$34.90   | \$35.60   | \$36.31   |

**NOTE:** All rate increases will be effective on the first pay period following December 1, of each year.