

COLLECTIVE BARGAINING AGREEMENT

Between

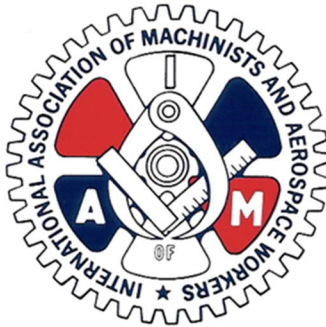


**Fleet Readiness Center Aviation Support Equipment
(FRC ASE)**

N.A.S. Lemoore, CA

and

**THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**



DISTRICT LODGE 725 - LOCAL LODGE 2947

Effective:

December 1, 2022 to November 30, 2025

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PREAMBLE

This Agreement is made and entered into this December 1, 2022, by and between Amentum Services (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, District Lodge 725 (hereinafter referred to as the Union) for work performed at Fleet Readiness Center Aviation Support at N.A.S. Lemoore, California.

Article 1.00 INTENT AND PURPOSE

- 1.1 It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the government contract covered by this Agreement.
- 1.2 It is the intent of the parties to provide for the efficiency of the operations and maximum production of the employees under methods, which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.
- 1.3 It is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances to be settled in a timely manner; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.
- 1.4 The Union recognizes that the Company is a contractor to the U.S. Navy contract and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement will prevent the Company from meeting its obligations and responsibilities as a Government contractor. The Union and the Company agree to comply with the requirements that the U.S. Navy may impose on the Company and its employees to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.
- 1.5 There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.
- 1.6 There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union.
- 1.7 Nothing in this agreement shall prohibit the Union from fulfilling its legal obligation of representation.

Article 2.00 MANAGEMENT RIGHTS

- 2.1 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.

- 2.2 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 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, combine or abolish job classifications and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed.

Article 3.00 UNION RECOGNITION

The Company recognizes the Union, as certified by the National Labor Relations Board in case no. 32-RC-235582, as the exclusive representative of all Production and Maintenance employees working on government contract number N6833517C0272 and all follow on or successor contracts for the same and/or similar work as follows:

All employees to include, Ground Support Equipment Mechanics, Ground Support Equipment Workers, Production Control Clerks, Supply Technicians, Painter Automotive, Aircraft Mechanic II (NDI) and Aerospace Structural Welder employed by the employer, and working under contract N6833517C0272, at its Lemoore Naval Air Station, Lemoore, California excluding all managerial employees, guards, and supervisors as defined in the Act.

- 3.1 The Company acknowledges the Union's rights specially designated by the terms of this Agreement, as the employee's representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company to support its efforts to assure a fair day's work by each employee, to cooperate in combating any practices, which decrease efficiency and to maintain standards of quality and service.
- 3.2 Union Bulletin Boards. The Company will provide one (1) Union bulletin board (or part of a bulletin board) in the employee break room for the Union to post official business of the Union. The Union may choose to provide a bulletin board. Legitimate Union notices are defined as:
- Meeting notices
 - Official Union election results
 - Notices of Union appointments
 - Union social events
 - All notices not listed above must be approved by Management

Article 4.00 REPRESENTATION/STEWARDS

- 4.1 Upon execution of this Agreement, the Union Business Representative shall promptly furnish the Site Supervisor in writing, the names of the Steward and shall thereafter promptly advise

the Company, in writing, of any change. No Steward will be recognized by the Company prior to receipt of such written notice of appointment.

- 4.2 There shall be one (1) Steward and one (1) alternate per shift. Additional Stewards may be added by mutual agreement. Reasonable time off from work shall be authorized to permit the Steward to carry out his/her responsibilities under the grievance procedure to employees in his/her area of representation, providing such time off will not unduly interfere with the assigned work duties of the Steward or the employee involved. Such time from work during straight-time work hours shall be authorized without loss of pay or benefits.
- 4.3 The Steward shall secure the permission of his/her supervisor before leaving his/her work station or entering another work station for purposes of processing grievances, reporting back to his/her Supervisor upon return to his/her work station. The Steward shall not reasonably be denied such permission without good cause. If permission is denied, the Supervisor and Steward will mutually establish an alternate time at which the Steward can carry out his/her processing of the grievance.
- 4.4 Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union, shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the Site Supervisor or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Representatives of the Union may be escorted by a Company Representative at all times they are on Company premises. It is understood that Representatives may need to comply with required Customer security regulations for site access and customer requirements for protecting proprietary interests.
- 4.5 The Company will excuse Union negotiators from their normal work duties for a reasonable amount of time to prepare for negotiations and for actual negotiations, with a five (5) business day notice from the Union, unless otherwise agreed upon.

Article 5.00 DEDUCTION OF UNION FEES AND PROCEDURE

- 5.1 Union Security. All employees within the bargaining unit defined in Article 3 shall become members of the Union within thirty-one (31) days following the execution of this Agreement, and shall thereafter maintain their membership in good standing in the Union during the life of this Agreement, as a condition of continued employment. Conditions of membership are contained on the Union membership application form.
- 5.2 Satisfaction of Obligation. Employees who are required either to become members of the Union or maintain membership in good standing in the Union, under Section 5.1 of this Article 5, may satisfy that obligation by periodically tendering to the Union an amount equal to the Union's regular and usual monthly dues, as governed by IAM bylaws/rules.
- 5.3 Union Payroll Deduction. It is agreed between the Employer and the Union that any employee in the bargaining unit defined in the Preamble of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form. The employee's authorization shall be irrevocable for a period of one (1) year from the date they are signed or until this Agreement expires whichever

occurs sooner, irrespective of their membership status in the Union.

- a) Deduction of membership dues or agency fees shall be made in a biweekly flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee and will be forwarded to the Secretary-Treasurer of IAM&AW District Lodge 725 by the 10th of the following month
 - b) The Employer shall issue all Union payments for Union dues and Initiation Fees via check or electronic transfer of funds.
- 5.4 Indemnity. The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Employer which are based on or arise out of any action taken by the Employer in accordance with or arising out of the foregoing provisions of this Article 5.
- 5.5 Failure to Satisfy Obligation. In the event an employee, who as a condition of continued employment, is required under this Article 5 to become a member of the Union, or maintain his/her membership in good standing therein, but in any such case does not do so, the Union will notify the Employer in writing, through the Human Resources, or through such other office as may be designated by the Employer, of such employee's delinquency. The Employer agrees to advise such employee that his/her employment status with the Employer is in jeopardy and that his/her failure to meet his/her obligation under this Article 5 within thirty-one (31) days will result in his/her termination of employment.
- 5.6 Explanation to Employees. Either the Employer or the Union may explain to any employee or call to his/her attention his/her rights and obligations under any or all provisions of this Article.

Article 6.00 SENIORITY

- 6.1 Seniority is defined as the length of continuous service within this bargaining unit, on the Contract at N.A.S. Lemoore, California with the current, predecessor and/or successor contractors. In the event that employees begin their employment on the same day, the employee having the social security number with the lowest last four (4) numbers shall be considered as having the most seniority for tie breaking purposes.
 - a. Employees who may be transferred from other Company locations into the N.A.S. Lemoore, California FRC/ASE contract will have their seniority based upon their date of hire into this Collective Bargaining Agreement. It is agreed and understood that such an employee shall retain the earlier date of continuous hire with the Company only for the purpose of benefit accruals.
 - b. The Company will post a seniority list at least once every six (6) months (twice a year), and will provide the Union a copy upon their request.
- 6.2 Employees shall be considered probationary for a period of ninety (90) calendar days of active employment from date of hire on the Contract. During this period, the Company may release such probationary employee as it finds advisable and such action shall not constitute a grievance.
- 6.3 It is the intention of the company to maintain a productive, qualified workforce at all times, even through periods of reduction in force. Therefore, the senior qualified employee, by job classification, will be kept. Recall will be conducted in reverse order of the layoff.

- 6.4 An employee loses seniority when he/she:
- a. Discharged for just cause and is not reinstated.
 - b. Voluntarily resigns from the Company, or leaves the bargaining unit.
 - c. Is laid off for a period greater than twenty-four (24) months.
 - d. Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification made via email to both the employee and the Shop Steward within (72) hours of such recall notice or the employee's return to work within fourteen (14) calendar days following the receipt of such notice, unless a longer period is authorized by the Company.
 - e. Absence of three consecutive work days without reporting to the Company, unless it is later proven that the employee was incapacitated and unable to contact the employer by phone due to circumstances out of the control of the employee.
- 6.5 The Company will post all job openings, (promotions/transfers) at N.A.S. Lemoore, California, for a period of a minimum of five (5) working days. The selection for the job will be awarded to the most qualified person who applies. Qualifications being equal, the job will be awarded to the most senior employee. Employees on PTO or approved leave may bid on job openings through their Union Steward.
- 6.6 The Company will notify the Union and the employees affected of pending layoffs at least ten (10) work days prior to layoff, if possible to do so; this is dependent as to when the Government notifies the Company, and such notice will be posted.

Stewards shall have Super seniority within their classification for the purpose of layoff provided they have served in such position for a minimum of six (6) months and remain in such capacity.

Article 7.00 LEAVES OF ABSENCE

- 7.1 **Military Leave:** Military leaves of absence will be granted to employees covered by this Agreement for periods of short term active duty when called to active duty for service with a reserve unit of the Armed Forces or the National Guard. Such short-term active duty (30 days or less) shall include annual active duty training. Such employees shall receive differential pay between their military base rate and their Company base rate of pay exclusive of any premiums for up to ten (10) scheduled working days per calendar year. Employees must present a copy of their orders to the Company (2) two weeks prior to absence. Upon return from active duty, employees shall immediately, upon receipt of the military pay statement, provide to the Company a copy to serve as the basis for compensation. Employees required to report for military active duty in excess of thirty (30) consecutive days shall be reinstated in accordance with current applicable state and federal law concerning active military service.
- 7.2 **Personal Medical Leave:** Personal medical leave will be granted in accordance with the Family Medical Leave Act, Company policy, and all state of California and federal laws.
- 7.3 Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not more than thirty (30) calendar days. Request for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued PTO must be used before any leave will be approved. The Company may approve a maximum of two (2) extensions. However, if the employee does not return to work after the personal leave of absence, the

employee shall be terminated.

Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

- 7.4 Leaves of absence without pay for Union business will be granted to Bargaining Unit employees of the Company, not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provide at least five (5) workdays advance notice is given in writing to the Company, if possible, to do so. However, not more than two (2) employees may be on such leave at any time.
- 7.5 Employees returning from any forms of leave must report to the site office prior to starting work.

Article 8.00 - HOLIDAYS

- 8.1 The Company observes the twelve (12) holidays listed below:

| | |
|------------------------|------------------------|
| New Years' Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Juneteenth | Christmas Day |

- 8.2 An employee who is not required to work on one of the designated holidays mentioned above, will be compensated for the holiday at his/her straight time rate, provided he/she is on the active payroll on the day of the holiday and has worked his/her last scheduled work day before the holiday and his/her next scheduled work day after the holiday, except an employee off on such day with an excused absence or with prior permission of the employer, will be compensated for the holiday.
- 8.3 Employees will be paid for any additional holiday (or official day of mourning) designated by Federal Government mandate or Presidential Executive Order that is observed by the Division 900 FRC/ASE customer at the N.A.S. Lemoore, California.
- 8.4 Any observed holiday stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Federal Government.
- 8.5 Any employee required to work on any of the above holidays will be paid for hours worked at one and one-half times (1 ½x) his/her normal straight time rate, plus eight (8) hours straight time for the holiday.
- Employees assigned to shifts that span two (2) calendar days (i.e. Mid Shift) shall document holiday pay for the assigned shift day the holiday is being observed. Hours worked on the preceding or following calendar day that fall on the holiday are not entitled to the one and one-half times (1 ½x) pay.
- 8.6 When a holiday, as defined in this agreement, falls within an employee's PTO period, such holiday shall not be charged as PTO hours.
- 8.7 When the base closes for extended holidays, or special events (e.g., DUI days, Successful Inspections days, etc.), recognized by DIV 900 FRC/ASE, employees can choose to:

- 1) Take their PTO,
- 2) Take Leave Without Pay (LWOP), or
- 3) Work a 4/10-hour work week, if approved by the customer. If a 4/10 work week is approved, overtime will be paid after 10 hours worked in a day or 40 hours worked in the work week, at the rate of time and one-half.

8.8 Hours paid as holiday shall not be utilized in the computation for overtime.

Article 9.00 PAID TIME OFF (PTO)

9.0 For PTO purposes, all employees will be entitled to be paid PTO which will be based upon years of continuous service (no loss of seniority, consistent with section 6.4) on this FRC/ASE contract at Naval Air Station, Lemoore, California or with the Company, whichever is earlier and each anniversary date thereafter, shall be the reference point for accrual of PTO. Employees will be credited with PTO as follows:

Employees will begin to accrue PTO at the following amounts on a biweekly basis:

| Years of Service | Annual | Accrual Changes | Biweekly | Annual Carryover |
|---------------------------------|--------|-----------------|----------|------------------|
| 1 year but less than 5 years | 144 | 0 Months | 5.54 | 216 |
| 5 years but less than 10 years | 184 | 48 Months | 7.08 | 276 |
| 10 years but less than 15 years | 224 | 108 Months | 8.62 | 336 |
| 15+ years | 264 | 168 Months | 10.15 | 396 |

Accruals will accrue, bi-weekly, from the first week of service. When an employee moves to the next level of accrual, it is understood that the new accrual rate will begin on the first day of the next full pay period.

The intent of this provision is to cause each employee to use the PTO for time off. Employees denied PTO shall not lose payment for PTO due to annual carry-over limits. Employees must complete their probationary period to be eligible to schedule PTO time, with the exception of any additional days off for customer directed extended holidays.

Following the beginning of biweekly PTO accrual, employees will receive a prorated deposit of vacation (PTO) on their next anniversary covering the period from their last anniversary to the point that accruals begin.

Any unused PTO may be carried over to the following year up to one and a half (1 ½) times the maximum annual PTO entitlement. PTO accrual in excess of the maximum carry-over amount on the last day of the final pay period of each year will be paid out no later than the pay period which includes February 1st of the following year.

All PTO will be paid at the employee's regular rate of pay, including all premiums.

Scheduled PTO should be requested as far in advance as possible but in no case less than three (3) business days immediately prior to the day being requested. The Company will make every effort to approve PTO requests unless prohibited by legitimate business reasons. When conflicts in requested PTO periods arise, the employees having the greater seniority shall be given the preference. However, an employee who has previously requested and had scheduled PTO approved will not be displaced by a more senior employee.

PTO may be scheduled for periods of six (6) minute increments or more. PTO may be taken while on an approved medical leave of absence. Unscheduled call-in's (Unscheduled PTO) will still require a request form to be submitted after return to work to ensure proper notification/documentation. Unscheduled Early Departures will also require a request be submitted to the working supervisor prior to departure.

Employee's request for PTO leave must be approved by the Site Supervisor or his/her designee(s) before such leave is taken. Employees failing to secure such approval, who subsequently fail to report to work or depart early as scheduled, without a reasonable excuse, may be subject to appropriate disciplinary action for unexcused absence. The Site Supervisor or his/her designee(s) shall notify the employee within two (2) working days of approval or disapproval of the PTO. The Company reserves the right to cancel an approved PTO, if due to unforeseen events staffing falls below minimum required levels. The Company will make every effort not to cancel approved PTO where the employee has a monetary commitment (i.e. prepaid airline, cruise tickets, etc.)

- 9.2 For the purpose of accruing PTO credits, a credited bi-weekly period shall be defined as follows:

Any bi-weekly period in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, or bereavement leave pay.

- 9.3 All unused accrued PTO balances will be paid out upon termination/retirement or death.

- 9.4 The PTO herein satisfies the leave required by Executive Order 13706.

Article 10.00 HOURS OF WORK/OVERTIME

- 10.1 The Company shall determine shift work schedules based on business needs of the organization. Adjustment to shift days or times shall not be adjusted without three (3) workday's notice. The workweek for pay purpose shall be defined as Friday to Thursday. Shifts will be defined by their start times in the following:

| | |
|--------------|-----------------------------------|
| Day Shift: | Beginning 4:00 a.m. to 12:00 p.m. |
| Night Shift: | Beginning 12:00 p.m. to 8:00 p.m. |
| Mids Shift: | Beginning 8:00 p.m. to 4:00 a.m. |

Shift differential shall be paid at a rate of fifty cents (\$.50) per hour for all hours worked on the night shift and mid shift as well as any additional non-Day shifts that may be created.

Shift assignments will be bid once per year. Shift bids will be by seniority:

- a. Company will post an outline of the shift requirements a minimum of four (4) weeks prior to the start of the new shifts. The outline of the shift requirements will state the number of jobs per classification and qualification on each shift. Leads will be considered their own classification by area (i.e. GSE Mechanics, GSE Workers, Painters, etc.).
- b. Bids are due three (3) weeks prior to the start of the new shift. Should an employee know they will not be present during bidding (i.e. vacation, emergency, etc.), the employee may provide their bid wishes to a shop steward who will place their bid for them.
- c. New shift roster will be posted a minimum of two (2) weeks prior to the start of the new shifts.
- d. New shifts will begin on the first Sunday of October during the first year of this Agreement. Thereafter, new shifts will begin in June each year.

- e. Following a shift change, should a circumstance arise, an employee may request a swap. The employee requesting the change shall notify his/her Supervisor of the shift desired, the effective date requested, and the length of the swap. The employee will also be responsible for finding his/her volunteer replacement but will start with the most senior person to solicit volunteers working down the seniority list. If no one volunteers, the swap will be denied.
 - f. When it becomes necessary for the Company to move employees between shifts, the Company will ask for the most senior qualified volunteers. In absence of volunteers, the Company will involuntarily move the lowest senior qualified employee. Change will not take affect without three (3) workday's notice.
 - g. Should the need arise for additional work schedules such as 4 day / 10-hour shifts, weekend work crews or others, the Company will notify the Union as early as possible to develop an agreement or addendum to this contract as needed.
- 10.2 The working hours at the facility shall be properly posted on the bulletin board. The starting time for any shift shall not be changed without three (3) workday's notice. Such notice shall be given to the affected employees.
- 10.3 An employee who is scheduled and reports for work at the regularly scheduled time and is then sent home at no fault of their own and/or due to no availability of work or site shutdown, shall be paid a minimum of four (4) hours pay at the employee's applicable working rate of pay. The four (4) hours will include hours worked and do not start at the time of being sent home.
- 10.4 An employee who is called and reports back to work after he/she has completed his/her regularly assigned shift and clocked out for the day shall receive a minimum of four (4) hours pay at his/her applicable working rate of pay. The company will not impose a temporary shift in order to deprive an employee of call back pay or overtime.
- a. In the event of a missing controlled item (i.e. tools, keys, TDs, etc.), the employee's involved in the last known evolution involving the item may be contacted in order to resolve the missing item report. Should the employee have the item in question, they may be offered the opportunity to return the item to work immediately to avoid disciplinary action but automatically waive the four (4) hours call back pay.
 - b. In the event of clarification to a pass down or incomplete pass down, an employee receiving a call only to get clarification may occur without the four (4) hour pay requirement, but the call will be limited to clarification and cannot result in return to work without the four (4) hours pay added in.
- 10.5 The Company will permit all employees to take a fifteen (15) minute paid rest period the first half of their shift and a fifteen (15) minute paid rest period during the second half of their shift. An employee who is required to work in excess of two hours beyond an eight (8) hour workday, the affected employee will be allowed an additional fifteen (15) minute break prior to commencing additional work and following each two (2) hours of additional work in a day. Due to operational needs, employees may need to work at least one hour over their base eight hours before their additional break is taken. Breaks and Lunch periods may be adjusted to begin in accordance with the customer practice, provided it does not violate the current CBA, or applicable laws.
- 10.6 The Company shall provide access to an air conditioned break room(s) large enough to accommodate all employees on the shift based on schedule of breaks to include equipment/furnishings such as food storage (refrigerators), microwaves, tables and chairs/benches. If equipment or space is unavailable, the Company shall stagger breaks to prevent "wait times" that prevent employees from utilizing their break/lunch times for the purpose intended.
- 10.7 Each employee shall have an unpaid lunch period of thirty (30) minutes during his/her shift. Refer

to 10.6 for break room requirements.

- 10.8 Lunch periods shall begin no later than five (5) hours after the start of each shift. If the employer requests the employee to work through such lunch period or interrupts said lunch period (calling employee for questions, closing the break room being used, etc.), the employee shall be paid for one (1) hour of regular pay as well as allowing the employee to restart their lunch break. The Company will not adjust the employees shift end time for the sole purpose of avoiding overtime pay for that day. An employee who is required to work in excess of 10 (ten) hours will be allowed a one-half (½) hour unpaid lunch break after twelve (12) hours worked in a day.
- 10.9 Employees may voluntarily be granted adjusted break/lunch time rules based on circumstances of the day and resolution of barriers to complete tasking of the day. The employee will still receive the total time allotted for break and lunch times. This exception is not to be used to deprive said employees of their guaranteed break and lunch time allocations.
- 10.10 The Company shall determine when overtime as requested by Customer, will be worked and provide a minimum of twenty-four (24) hours' notification when possible. No overtime will be assigned without the approval of proper supervisory personnel of the Company. Before requiring employees to work overtime, the Company will request volunteers from among the employees holding the designated job classification and qualifications in which the overtime is to be worked, starting with the most senior qualified employee. If not enough volunteers are obtained, the Company will assign qualified employees in reverse seniority order. If overtime is required to complete a specific work in process, the task will be assigned to the employee(s) already working the task.
- 10.11 Overtime shall be paid for hours worked in excess of eight (8) hours up to and including twelve (12) per work day or forty (40) hours per work week at one and one-half (1½) times the employees regular rate of pay. All hours worked in excess of twelve (12) hours in any workday shall be paid two (2) times the employee's regular rate of pay.
- 10.12 It is the duty of every employee who, for any reason, will be absent from work for a scheduled work shift, or who expects to report for work late, to notify their Lead of the reasons for such absence or tardiness, as far in advance of the scheduled starting time if it is possible to do so but not later than thirty (30) minutes after the scheduled start time of their shift, indicating when they expect to report for work or that they will not be reporting for work and why.

The Company will provide the appropriate contact phone numbers for employees to notify their appropriate Supervisor of absence or tardiness. If no one is available, a text message will be sufficient.

All time worked shall be considered for the purpose of overtime calculation.

Article 11.00 ABSENCE FROM WORK

- 11.1 Employees shall not leave work prior to the completion of their scheduled hours without prior permission from proper supervisory personnel (PTO request must be submitted, see Article 9.1).
- 11.2 Employees shall not be absent from work without notice to their Supervisor, except in cases of illness, injury or reasons beyond the control of the employee (See Article 10.12). Giving a false reason for an absence shall be cause for disciplinary action.
- 11.3 It is the duty of every employee who, for any reason (except PTO requests with prior approval), who will be absent from work on a scheduled workday, or who expects to report for work late,

to notify the Company. Such notification shall be as early as possible but no later than up to thirty (30) minutes after start of shift.

- 11.4 The Company shall provide a copy of disciplinary policy to the stewardship to be able to brief employees as needed.
- 11.5 Should an employee not have proper cause for failing to report for work or failing to report on time or for failing to report the reason, therefore as provided herein, such failure may be considered for disciplinary action.

Article 12.00 GOVERNMENT SECURITY/RESPONSIBILITY

- 12.1 The Company and all representatives of the Union having access to the premises and all employees are required to comply with applicable Government security regulations when performing work for the Government.
- 12.2 The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government, in U.S. Government facilities, and by use of U.S. Government equipment. It shall be the Companies responsibility to work with the proper base personnel to ensure a safe and healthy environment.
- 12.3 Each employee shall be responsible for the reasonable care of the customer and/or Company furnished property or material, and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material.
- 12.4 It is understood by and between the parties hereto, that as a necessary condition of employment, employees shall be subject to investigation for security clearances, base access, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the U.S. government on government work. Failure to apply, maintain or gain a security clearance, base access, and/or the denial or permanent loss of required clearances and unescorted entry authorization by such governmental agency may be cause for release from the Company, due to inability to meet job requirements.
- 12.5 Should an employee lose their security clearance or Base access they shall be availed the opportunity to make their appeal with the proper government agency and attempt to regain such access or security clearance and will maintain their seniority for a period of time;
 - a. Equal to the time the employee has been at the site, and
 - b. Not to exceed a two (2) year period of time.

Article 13.00 NO STRIKE - NO LOCKOUT

- 13.1 During the life of this Agreement or any written extension thereof, neither the Union nor its members will call, sanction, participate in, authorize, instigate, support, assist, acquiesce in or condone any strike including, but not limited to, any unfair labor practice strike, sympathy strike, sit-down, slow-down, sickout, walkout, picketing, work stoppage, slowdown, whether sanctioned by the Union or not, by any employee which curtails, interferes with or interrupts or threatens such curtailment, interference or interruption of the Employer's operation.
- 13.2 During the life of this Agreement, the Employer reserves the right to take disciplinary action, including discharge, against the participants in any strike, slowdown, sickout, walkout, picketing, stoppage, or other interference with production, and such action may not be raised as a grievance or be subject to the arbitration provisions of this Agreement, except as to whether or not the

employee participated in such action. The aforementioned does not pertain to activities that do not affect operations under this CBA.

- 13.3 During the life of this Agreement, or any written extension thereof, the Employer will not lock out the employees covered under this Agreement.

Article 14.00 BENEFIT PLANS

- 14.1 Group Medical & Dental Insurance: The Company will, during the life of the bargaining agreement, maintain health and dental care insurance for bargaining unit personnel. The offered group insurance plans may be modified from year-to-year for cost containment, improved coverage, ACA compliance and other legally required or carrier imposed changes. It is agreed that the Company may change vendors of health care, dental care, vision, or Life/AD&D insurance during the life of this Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan (ACA Compliant). Should there be a change in the benefit plans; the Company will inform all employees of the change.
- 14.2 Upon the effective date of this Agreement, all benefits will continue as currently being offered to include employee contributions for the Health and Dental. The Company will make Kaiser HMO available to employees.
- 14.3 Employees will be provided compensation of \$6.75 per hour paid up to 80 hours per pay period for the purchase of the following benefits. Effective January 1, 2023, that amount will increase to \$7.00 per hour paid up to 80 hours per pay period. Effective January 1, 2024, that amount will increase to \$7.25 per hour paid up to 80 hours per pay period and effective January 1, 2025, that amount will increase to \$7.50 per hour up to 80 hours paid per pay period.

Employees will pay 100% of the cost of all benefits. Any cost exceeding the monies provided will be deducted from the employees pay on a biweekly basis.

| | | |
|---------|-----------------------|-----------------------------|
| Medical | Life Insurance | Long Term Disability |
| Dental | AD&D Insurance | Employee Assistance Program |
| Vision | Short Term Disability | |

Employees may purchase the Company's Optional Benefits at their own cost.

Article 15.00 RETIREMENT

- 15.1 All employees covered under this agreement shall be eligible to participate in the company sponsored 401(k) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.
- 15.2 The Company will contribute eighty-five cents (\$.85) per hour for each hour worked, up to 40 hours per week, to the employee's 401k account. There will be no matching funds.

Article 16.00 DISCHARGE AND DISCIPLINE

- 16.1 It is understood and agreed the Company may only discipline or discharge any employee covered hereby for just cause. Should an employee feel such action improper and in violation of the employee's rights under this Agreement, the employee shall be extended all the rights and privileges accorded by the Grievance and Arbitration procedures contained herein, provided the employee

has completed the probationary period defined in the seniority article of this Agreement.

16.2 Employees are subject to a four (4) step progressive discipline process. Process includes:

1. Verbal warning - first offense; will not be used for progressive discipline following six (6) months.
2. Written warning - second offense; will not be used for progressive discipline following twelve (12) months.
3. Suspension - Third offense; 1–3 day suspension without pay based on the egregiousness of the offense; will not be used for progressive discipline following twelve (12) months.
4. Termination - fourth offense.

It should be noted that although this system is intended to be progressive and corrective, the company may determine that certain infractions or conduct or a demonstrated history of various infractions or conduct may justify skipping or accelerating certain steps or levels of discipline.

16.3 The Company will administer all non-attendance related discipline within ten (10) working days of becoming aware of the infraction or five (5) working days after return from a deployment; whichever is later. The Company may extend the investigatory period at their sole discretion for one (1) period of ten (10) working days by notifying the Chief Steward prior to the end of the initial period of ten (10) working days of becoming aware of the infraction or five (5) working days after return from a deployment; whichever is later.

16.4 In all cases where an employee is being discharged, suspended, or will be receiving a written warning notice or written reprimand, the employee shall be advised of his/her right to Union representation and to have a Union Steward present. The Company will honor such requests. In cases involving suspension or discharge, the employee shall be provided a reasonable amount of time to discuss the matter with his/her Union Steward prior to leaving the premises, except in the cases where a Steward is not available at the site or the continued presence of the employee would be disruptive.

Article 17.00 GRIEVANCE AND ARBITRATION

17.1 It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the Supervisor and the employee involved, provided the Union Representative has been given an opportunity to be present. If not resolved at this informal level, a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the Contract section alleged to have been violated and the action, remedy adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties.

17.2 Except for payroll adjustment or bona fide pay discrepancies, no grievances shall be filed or processed based on facts or events, or omissions within the employee's knowledge which have occurred more than ten (10) working days (or ten working days following return from travel) before such grievance is filed. The Chief Steward may extend the filing period at their sole discretion for one period of ten (10) days by notifying the site manager prior to the end of the initial period. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

Step 1. The employee involved shall first confer with his Supervisor in order to amicably settle the matter, provided the Steward has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary

interruption of work. If the dispute is not resolved amicably then the employee or Steward may file a grievance. Within three (3) work days after receipt of grievance the Supervisor shall submit a written answer to the affected employee or Steward.

- Step 2.** If the grievance is not settled in Step 1, the Union Steward may take the written grievance and submit it to the Company's Site Supervisor or designee within five (5) workdays of receipt from 1st Step Answer. The Union and the Company will attempt to settle/resolve the issue. Both the Union Steward and Site Supervisor or designee shall either meet in person or by telephone within five (5) working days. If the issue is not resolved, the Site Supervisor or designee has ten (10) days to submit his/her answer, to the Union Steward.
- Step 3.** If not settled/resolved at Step 2, the Union may submit the grievance to the Company's Program Manager, or designee, within five (5) working days. The Company's Program Manager, or designee, and the Union's Business Representative or designee, will meet in person or by telephone conference within ten (10) work days and attempt to resolve any grievance. If unable to resolve the grievance, the Program Manager, or designee, shall submit a written answer to the Union within five (5) work days.
- Step 4.** The Union's Business Representative may submit, within ten (10) work days following the Company's Step 3 Answer, written notice to the Company Manager of Labor Relations of its intent to arbitrate. The Union will request the Federal Mediation and Conciliation Service to submit an arbitration panel of seven (7) names to each party. The remaining arbitrator after alternating strikes will be the arbitrator. The Union will notify the Arbitrator of his selection and will coordinate schedules between the Company, Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties. The Company and the Union will continue to attempt to resolve the grievance prior to arbitration.

The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall not have the authority to add to, subtract from, modify, alter or change any of the terms of this Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The Arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and the Collective Bargaining Agreement. The parties may file post-hearing briefs. The Arbitrator shall render his decision within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision shall be in writing. The award shall be delivered or mailed to each party.

The decision of the Arbitrator shall be final and binding on all parties. In cases of cancellation, the party requesting cancellation shall pay all fees and costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement, fees of costs of the Arbitrator shall be shared equally by the parties. The Arbitrator may record the proceedings or request a court reporter. Such costs, if any, shall be borne by the Arbitrator.

No more than one (1) grievance shall be submitted to the same Arbitrator, unless mutually agreed by the parties.

All time limits shall be strictly adhered to and may only be extended by mutual agreements of the parties.

- 17.3 Any monetary award shall be limited to the actual loss incurred by the grievant, less such other compensation, including wages, commissions, worker's compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period. In no event shall the Company be penalized or in any way be liable for any monetary award or grievance settlement prior to sixty (60) days preceding the date of

filing of the grievance.

Article 18.00 INSTALLATION OF NEW AND REVISED JOB CLASSIFICATIONS

- 18.1 When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union of the requirements and will negotiate with the Union the rate of pay prior to the Company establishing the new classification, qualifications and rate of pay. If there is a failure of the parties to reach a mutual agreement the new classification shall be paid the average percentage differential between the appropriate Area Wage Determination and the other classification. If no ready classification exists on the current AWD the new classification and its rate of pay will be based on similar or required tasks performed. Example; the average % differential between the AWD and the other established classification contained in the CBA shall be used for the new classification.
- 18.2 The parties agree to abide by the SCA Directory of Occupations job descriptions in the interim, while bargaining. Job descriptions (JD) shall be provided to the union following negotiations and the parties will target JD negotiations within ninety (90) days following the close of negotiations.

Article 19.00 BEREAVEMENT LEAVE AND JURY DUTY

- 19.1 **Bereavement** leave will be granted up to three (3) days paid (with and additional two (2) days unpaid, made available if requested) to attend the funeral of immediate family members as follows:
- (Additional two (2) day paid when required to travel of over 500 miles) Immediate family is defined as mother, father, stepmother, stepfather or legal guardian, sister, brother, spouse/domestic partner, daughter, son, stepdaughter or stepson, grandmother, grandfather, great grandmother, great grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepsister, stepbrother or grandchildren/step-grandchildren and great grandchildren/step-great grandchildren, or any other relative who resides in their domicile. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides appropriate documentation.
- 19.2 Employees may use PTO time, upon supervisor approval, for which they are eligible, for extended travel for bereavement.
- 19.3 **Jury duty** - Employees absent due to jury service will be paid their straight time rate of pay including premiums on their regular pay schedule. Employees shall provide verification of service upon request. This pay shall not exceed thirty (30) days in any twelve (12) month period. In no event shall jury pay for time lost be made for jury duty performed on the employee's regularly scheduled day off, holidays as defined herein, or for hours in excess of eight (8) hours per regular work day or hours in excess of forty (40) per week. Employees required to serve on jury duty will be considered to be on day shift for all days served on jury duty and will not be required to return to work on either the swing or graveyard shift. Employees assigned to Mid Shift will be entitled to Jury Duty pay for the shift prior to the Jury Duty Start date through the Shift after Jury Duty end date.
- 19.4 When an employee is summoned for jury duty, he will notify the Company as soon as possible and will not be required to work and will be excused for the entire day(s) he/she is required to report and be available.

Article 20.00 WAGE RULES

- 20.1 The Company shall pay the scale of wages included in Appendix A, made a part hereof.
- 20.2 For the purpose of this Agreement, an employee's straight time hourly rate of pay is defined as the employee's base hourly rate of pay as listed in Appendix A plus all premiums.
- 20.3 Employees temporarily assigned to a higher job classification shall receive the rate of the job classification they are temporarily assigned to. They shall, upon return to their prior classification, assume the rate held prior to the temporary assignment as directed. An employee temporarily assigned to a lower paying job will continue to receive their normal rate of pay. Temporary changes to job classifications up or down will not change date of hire and will not have any effect on seniority.
- 20.4 In cases of layoff, the employee with the least seniority in the affected job classification shall be laid off first. Employees selected for layoff may elect to bump into lower rated classifications for which they are qualified to perform and displace the junior seniority employee. The employee shall inform the Company of their election of bumping rights within twenty-four (24) hours following written notice of layoff.

Article 21.00 SAFETY EQUIPMENT

- 21.1 Employees shall be provided with required safety gear; including protective hearing protection, head gear, safety glasses, goggles and gloves. The Company will comply with all state workers' compensation as applies to on-the-job injuries. It is the intent of the Company to maintain safe and healthy conditions as necessary to protect employees from injury, and it is the desire of the parties to maintain high standards of safety in order to eliminate, as far as possible, industrial accidents and illnesses.
- 21.2 Employees will be responsible for the purchase of their own safety toed shoes and prescription safety glasses.

Article 22.00 TEMPORARY ALTERNATE WORK

- 22.1 The Company may provide a Temporary Alternate Work (TAW) program to Bargaining Unit employees who are unable to perform their normal work assignments due to an on-the-job illness/injury or other medical limiting situation. The intent of which is to assist Bargaining Unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not to impede the recovery process of their illness or injuries, provided the Company has the work available and is able to accommodate the employee's medical restriction.
- 22.2 The TAW assignment may be Bargaining Unit or non-Bargaining Unit work. The employee will receive his standard contractual hourly wage and benefits regardless of work performed. The employee's start time will be in accordance with the Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority.
- 22.3 The Company, including the Site Supervisor, Human Resources personnel and Corporate Worker's Compensation personnel will continue the Company's practice of working with employees and their physicians to attain the intent of this Article.

Article 23.00 GENERAL

- 23.1 It is understood and agreed that this Agreement shall supersede any and all agreements, existing or previously executed between the Company and any individual covered by this Agreement.
- 23.2 The waiver of any breach of any of the provisions or terms of this agreement by either party does not constitute a precedent for future waiver or enforcement of such breach.
- 23.3 In the event that any provision of this Agreement shall be or becomes invalid by reasons of any Federal, State, county, municipal or, military law or regulation or a court of competent jurisdiction, it shall be suspended while such law, regulation or court decree is in force and the remaining provisions of the Agreement shall not be affected thereby.
- 23.4 The Company will not limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities or otherwise discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of race, religion, sex, age, national origin, veteran status, union membership, color or that prohibited by state, federal or municipal law, including the American's with Disability Act (ADA) and Family Medical Leave Act(FMLA).
- 23.5 The Union reserves the right to grieve unreasonable work rules.
- 23.6 **SUBSTANCE ABUSE POLICY:** A program, including random drug testing, will be maintained as well as all actions necessary to comply with the Drug Free Workplace Act and all Lemoore Naval Air Station regulations.
- 23.7 Employees may wear IAM&AW Machinists Union shirts and hats.

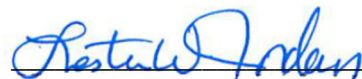
Article 24.00 DURATION

- 25.1 This Agreement shall be effective December 1, 2022, and shall continue in full force and effect through November 30, 2025, and thereafter from year to year unless sixty (60) days written notice is given by either party to the other, prior to the expiration date of this agreement. Such notice will be sent by registered mail and will state its intent to amend, modify or terminate the agreement.

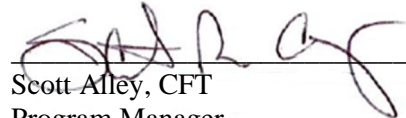
SIGNATURE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 16th day of September 2022.

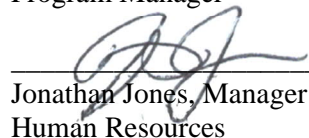
Amentum Services



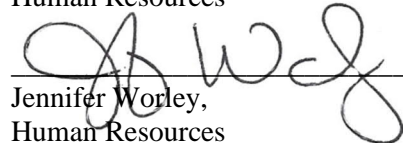
Lester W. Jordan, Vice President
Employee & Labor Relations



Scott Alley, CFT
Program Manager



Jonathan Jones, Manager
Human Resources



Jennifer Worley,
Human Resources

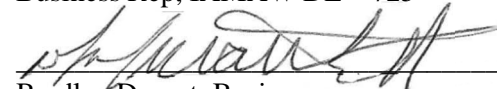
Richard
Zimmerman
Richard Zimmerman, Program
Manager, FRC/ASE

Digitally signed by Richard Zimmerman
DN: cn=Richard Zimmerman, c=US,
o=Amentum,
email=richard.zimmerman@amentum.com
Date: 2022.09.16.09:43:58 -0400

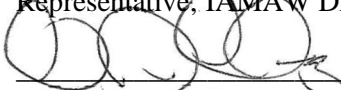
International Association of Machinists & Aerospace Workers, District 725, Lodge 2947



Okesene Iese, Jr., Area Director
Business Rep, IAMAW DL – 725



Bradley Durant, Business
Representative, IAMAW DL - 725



Noe Alex Munoz, Committee Member

Appendix "A" Wages

| Job Classification | Current | 12/1/22 | 12/1/23 | 12/1/24 |
|---------------------------------------|---------|---------|---------|---------|
| Ground Support Equipment Mechanic CDI | \$32.99 | \$34.76 | \$36.42 | \$37.83 |
| Ground Support Equipment Mechanic | \$32.49 | \$34.01 | \$35.37 | \$36.79 |
| Ground Support Equipment Worker | \$26.52 | \$27.77 | \$28.88 | \$30.04 |
| Painter | \$21.34 | \$22.36 | \$23.25 | \$24.18 |
| Supply Technician | \$30.57 | \$32.01 | \$33.29 | \$34.62 |
| Production Control Clerk | \$24.88 | \$26.06 | \$27.10 | \$28.19 |
| Aerospace Structural Welder | \$33.98 | \$35.57 | \$36.99 | \$38.47 |
| Aircraft Mechanic II (NDI) | \$33.98 | \$35.57 | \$36.99 | \$38.47 |

All monetary increases occurring in this Agreement will become effective the first full pay period following the designated effective date.

Leads may be utilized as determined by management. The employer shall have the sole discretion in the number and selection of employees for the lead position. Leads will not be used to perform statutory supervisor duties. Leads will be paid a premium of one dollar fifty-five cents (\$1.50) above their base rate for performing the duties below.