

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS and  
AEROSPACE WORKERS, AFL-CIO,  
DISTRICT LODGE 4, LOCAL LODGE 4**



**AT**

**Patuxent River Naval Air Station  
Solomon's Annex, Solomon's Island, Maryland**

**EFFECTIVE**

**December 1, 2022 through November 30, 2025**



## TABLE OF CONTENT

ARTICLE	PAGE
PREAMBLE .....	1
ARTICLE I - GENERAL CONDITIONS OF CONTRACT .....	1
ARTICLE II – MANAGEMENT RIGHTS.....	4
ARTICLE III - UNION - COMPANY RELATIONS .....	5
ARTICLE IV - GRIEVANCE PROCEDURE AND ARBITRATION.....	7
ARTICLE V - SENIORITY .....	9
ARTICLE VI - EMPLOYMENT CONDITIONS .....	11
ARTICLE VII - EMPLOYEE PRIVILEGES.....	13
ARTICLE VIII - PAY PROVISIONS .....	18
ARTICLE IX - JOB DESCRIPTIONS.....	21
ARTICLE X - DURATION.....	22
Appendix A.....	23
Appendix B .....	24



## **PREAMBLE**

This Agreement, entered into by and between AMENTUM SERVICES, INC. (hereinafter called "the Company), and the INTERNATIONAL ASSOCIATION OF MACHINIST and AEROSPACE WORKERS AFL-CIO, DISTRICT LODGE 4, LOCAL LODGE 4 (hereinafter called "The Union"), evidences the desire of the parties here to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article 1, Section 2, of this Agreement, and the Union as their Representatives.

The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must 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; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. 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.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby. The parties recognize the skills and the abilities of the bargaining unit are unique and distinct in the interest of National Security and are highly skilled and dedicated professionals.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I - GENERAL CONDITIONS OF CONTRACT**

### **Section 1- General Provisions**

(A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.

(B) It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females

(C) This Agreement can be changed or modified by mutual agreement only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives,

(D) The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.

(E) It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all of the provisions of this Agreement.

### **Section 2 - Recognition and Exclusive Representation**

(A) Definition of Bargaining Unit and Employees Covered by this Agreement.



The Company recognizes the Union as the sole 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 full-time and regular part-time employees as defined in 5-RC-245777 and Appendix A of this Agreement employed by Amentum Services Inc., located at Patuxent River Naval Air Station, Solomon's Annex, Solomon's Island, Maryland. The word "employee" and "employees", as used in this Agreement, means all employees of the Company employed at the aforementioned sites in job classifications listed in Appendix A of this Agreement and those provided for in Article IX of this Agreement.

(B) Excluded are all group supervisors, site manager, production supervisors, shop supervisors, quality control supervisors, office clerical employees, managerial employees, guards, and supervisors as defined by the Act.

(C) Non -Bargaining Unit Personnel

It is understood and agreed that there are times when non-bargaining unit employees may be required to perform work customarily performed by bargaining unit employees and may be required work with tools only to meet requirements under the conditions listed below. Therefore, the Company shall have the right to utilize non-bargaining unit employees only under the following conditions:

- (1) For instruction and training purposes.
- (2) In emergencies as defined by the Company at its sole discretion provided such actions do not result in a layoff or reduction in force.
- (3) In limited circumstances where the satisfaction of the Company's obligations and responsibilities as a contractor may be jeopardized, when bargaining unit employees with the necessary skills are not immediately available.
- (4) When an employee fails to report to work and other qualified employees are not available.

### **Section 3 - Period of Agreement and Ratification**

(A) This agreement shall be effective December 1, 2022, and shall remain in full force and effect up to and including November 30, 2025, and thereafter from year to year unless written notice to modify, amend, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date of this Agreement.

Where not otherwise specified, any reference to "days" in this Agreement shall mean calendar days.

(B) Any notice given under this section shall be deemed to be served by the Union when mailed postage prepaid, registered mail, return receipt requested, Emailed or delivered in hand, to the Company's Site Manager for service upon the Company, and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand, to the assigned Business Representative, District Lodge No. 4, Local Lodge No. 4, for service upon the Union. The date of mailing shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for purposes of Section 3 (A) of this Agreement.

### **Section 4 – Separability**

(A) Should any part hereof or any provisions herein contained be rendered or declared invalid by reason



of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

(B) The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree. Any modification or changes to this agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

(C) In the event the Employer decides to sell, transfer, or assign the business, this Agreement will be subject to existing Federal Labor Law.

### **Section 5 - Security Regulations**

(A) The parties to this agreement hereby recognize the Company's obligations in its contracts with the Government pertaining to security, and access to Government - managed property and agree that nothing contained in this Agreement is intended to place the Company in violation of its contracts and/or security agreements with the Government.

### **Section 6 – Nondiscrimination**

The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, disability, veteran status, age, or sex, gender identity/expression, sexual orientation, or preference.

### **Section 7 - Union shop and check off**

(A) All of the Company's present employees within the bargaining unit shall become members of the Union as a condition of employment within thirty (30) days of the execution of this Agreement. All newly hired employees in the bargaining unit shall become members of the Union within 60 days after their date of hiring and shall remain members of the Union as a condition of employment, within the requirements of the National Labor Relations Act. To be a member of the Union a member must pay all initiation fees, Union dues and assessments uniformly required of all members. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues or, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

(B) In the event that paragraph (A) becomes illegal, by reason of Maryland law prohibiting the Union shop, then the parties will substitute an agency shop provision for the Union shop provision if such substitution can lawfully be made. Such agency shop provision, if legal, would require all employees in the bargaining unit to pay the Union an amount equal to Union dues, initiation fees, and assessments.

(C) The Company will within 10 days after written notice from the Union discharge any employee who is not a member of the Union.

(D) The Company agrees to deduct from an employee's payroll check Union dues 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.



(E) Such payroll deductions referred to in paragraph (D) of this Article shall be mailed to the Secretary Treasurer of the Union the week after the week in which the payroll deductions are made. The Company shall provide to the Secretary Treasurer of the Union with a listing, on a monthly basis, of all newly hired or laid-off employees.

(F) Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of District Lodge No 4 and Local Lodge No. 4 constitutes a breach of this Agreement on the part of the Union for purposes of this paragraph.

### **Section 8 – No Strike – No Lock Out**

(A) 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.

(B) 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.

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

## **ARTICLE II – MANAGEMENT RIGHTS**

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 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.

### **ARTICLE III - UNION - COMPANY RELATIONS**

#### **Section 1- Union Stewards**

(A) Upon execution of this Agreement, the Union shall promptly furnish the Site Supervisor in writing, the names of the Union Stewards. Thereafter, the Union shall promptly advise the Site Supervisor, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of notification

(B) The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work.

(C) Stewards will be designated. The total number of Stewards recognized by the Company on the effective date of this Agreement will be two (2) In addition to those Stewards designated above; a Chief Steward shall be designated and assigned to the entire contract work area.

(D) It is agreed that since the Stewards have a regular work assignment to be performed, that contacts involving union business with other employees or Stewards, or the Business Representative of the Union will be no more frequent and no longer than the matter for discussion reasonably requires.

- (1) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement, complaint, or grievance which the employee desires the Steward to be present.
- (2) To investigate a complaint or grievance of record before presentation to the appropriate Company Representative.
- (3) To present a request concerning this Agreement, complaint, or grievance to an employee's Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (4) For discussions with Stewards or the authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement.

(E) The number of Stewards may be adjusted within reason by Company-Union mutual agreement to compensate for facility and population changes.

(F) The Steward shall secure permission of his/her Company Representative or assigned alternate before leaving his/her work station, reporting back to his/her Company Representative or assigned alternate upon return to his/her work station. Permission shall be granted unless operation activities are affected. The Company shall not unreasonably deny or delay access to the Steward.

(G) It is agreed the Company shall pay Stewards for time away from the performance of their normal jobs while acting in their Steward capacity as defined in this Article for up to five (5) hours per week. The Chief Steward may use up to five (5) hours per week of such company paid time. It is agreed that time away from normal work activities shall be reviewed and monitored and shall be addressed by the parties during the period of this Agreement when such an issue is raised by either party. Grievance meetings scheduled



between the Company and the Union will not be included in the five (5) hours.

(H) In order to insure the orderly administration of the terms of the labor Agreement, during periods of reductions in force, such employees designated as Stewards or Chief Steward shall be considered the most senior employees in their assigned job classification, for purposes of applying Article V, Section 2, of this Agreement.

(I) It is agreed between the parties that should a Steward or Chief Steward lose or resign his/her Stewardship while maintaining super-seniority, he/she will remain in place (classification and labor grade while Steward) until another Steward replaces and assumes the duties as a Steward.

(J) On the date the new Steward or Chief Steward assumes office replacing the Steward who was maintaining super-seniority; the former Steward's status will be determined by his/her actual seniority. That is, if there is a more senior employee on recall to the job classification and specialty occupied by the former Steward, the more senior employee will be recalled and the former Steward will be subject to the layoff and displacement provisions of Article V, Section 2 of this Agreement.

(K) A steward that is designated as a representative of a shift shall keep the normal working hours of that shift for the duration of his term or until a new steward assumes office.

(L) The Supervisor shall, operating requirements permitting, approve an employee to confer with his or her designated Steward to express a question or concern about the application of this Agreement during straight time hours without loss of pay.

(M) The Supervisor shall operating requirements permitting approve an employee to attend a Step One or Step Two grievance hearing for a grievance that he or she signed, on straight time hours without loss of pay.

## **Section 2 - Business Representatives and Union Officials**

(A) Full time Business Representative of the Union shall have access to the Company's operations for the purpose of contacting Stewards or Chief Steward regarding employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations which will render ineffective the intent of this provision. Prior to entering the Company's operations, the Business Representative shall notify the Site Supervisor to agree on the date and time he/she will be on the facility and the department(s) he/she wishes to contact.

(B) If it is necessary for a full time Union Business Representative to meet with any single employee and one steward to discuss a complaint or grievance, the employee and steward time shall be Company paid providing that he or she first notifies the Site Supervisor. The contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matter for discussion reasonably requires. No discussions will be held with supervision of any section unless the Site Supervisor has been notified and given an opportunity to be present. The Site Supervisor shall meet upon request with a full time Union Business Representative to discuss the Representatives request to simultaneously meet with more than one employee and a steward.

## **Section 3 - Bulletin Boards and Posting Notices**

(A) It is agreed that the Union will be permitted to post on bulletin boards at locations approved by the



customer:

- (1) Notices of Union recreational affairs.
- (2) Notices of Union elections and election results.
- (3) Notices of Union appointments.
- (4) Notices of Union meetings.
- (5) Such other notices as may be mutually agreed upon by the Union and Company.

(B) The Union will provide a locked three (3) foot by Four (4) foot bulletin board clearly identified as "Union Business" where only Union notices will be displayed. The Union bulletin board will be secured and locked at all times and the keys to the bulletin board will be kept in the possession of the applicable Chief Steward.

The bulletin boards will be prominently displayed in the main work area with the purpose of being easily accessible by all employees.

#### **Section 4 - Information Provided to and or by the Union**

The Company shall furnish the Union Business Representative or Chief Steward with information required by law within ten (10) calendar days. Requests by Union Business Representative or Chief Steward to the Company will be made to Site Supervisor or Company Representative. The Union shall furnish the Company with information required by law within ten (10) calendar days. These time limits may be extended by mutual agreement of the parties.

### **ARTICLE IV - GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 1 - Definition of Grievance**

The term grievance as used in this Agreement is a written claim involving the interpretation, application or claim of breach or violation of applicable provision(s) of this Agreement that the Company or an employee has not been able to adjust. The grievance must identify the applicable provision(s) of the Agreement that is claimed to have breached or violated and the remedy sought. All references and procedures in the Article which refer to "employee" grievances refer to the Company as well, as the Company also has the right to file a grievance under this Article.

Time limits may be extended only by mutual consent of both the Union and the Company.

Grievances arising out of a suspension without pay or a discharge shall be submitted directly to Step Three described in Section 2 herein.

The company and/or the Union shall inform the employee of the right to have a Shop Steward present prior to the start of any investigation meeting that could lead to discipline.

#### **Section 2 - Grievance Procedure**

(A) Grievances will be conducted as follows:

**Step 1** The parties agree that all complaints and grievances should be resolved, whenever possible, with the immediate supervisor and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any employee



with a complaint or issue should contact the appropriate supervisor in order to discuss and resolve the issue. Both parties will make every effort to resolve the issue within three (3) regularly scheduled work days before it is reduced to writing as described in Step Two of this Procedure. The employee may have their Shop Steward present if desired.

**Step 2** Any employee believing they have been aggrieved as defined in section one (1) of this Article, must confer with the employees Site Supervisor and present a written grievance, with their Union Steward or Chief Steward. The Union Steward or Chief Steward on a form provided by the Union and agreed to by the Company must reduce the grievance to writing. Such written grievance shall set forth the complaint and remedy sought the facts on which it is based, the date of occurrence, the applicable Article of the Agreement which is claimed to be the basis for the filing of the grievance, and this, together with any accompanying statement. The form shall be dated and signed by the grievant and the Union Steward or Chief Steward. The written grievance must be presented to the employees Site Supervisor within ten (10) working days from the date the employee became aware of the incident that gave rise to the grievance. If the employee or Union Steward/ Chief Steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue. The Site Supervisor shall render his/her written decision to the Union Steward or Chief Steward and the employee within seven (7) working days after being presented the grievance. If a settlement is reached it will be reduced to writing on the grievance form and the matter shall then be considered closed. If the Site Supervisor fails to provide his/her written response within this time limit, the grievance shall be advanced to the next step. Any grievance settlements at Step Two of the grievance process, whether by concession, withdrawal, settlement agreement, or resolution actions occurring due to a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding upon the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

**Step 3** If not satisfactorily settled as outlined in Step Two (2) above, the written grievance may then be presented to the Program Manager or his designated representative no later than ten (10) working days after receipt by the Union assigned Business Representative and/or Chief Steward of the decision rendered in step two (2) hereof. The Program Manager and/or designated company representative shall meet with the Business Representative, Chief Steward and Union Steward in an attempt to resolve the matter and render a written decision thereon within ten (10) working days after said meeting/appeal. If a settlement is reached it will be reduced to written form on the grievance form and the matter shall then be considered closed. If the Program Manager fails to provide a written decision within this time limit, the grievance remedy shall be advanced to the next step of this procedure. Any grievance settlements at Step Three of the grievance process, whether by concession, withdrawal, settlement agreement, or resolution actions occurring due to a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding upon the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

(B) If the two parties' representatives are unable to reach a settlement, either party may request a list of qualified arbitrators from the United States Federal Mediation and Conciliation Service. The request shall be for a list of seven (7) arbitrators. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

(C) It is understood that the time limits specified herein may be extended by mutual written agreement of the parties.



(D) The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

(E) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step Three of the grievance procedure as it is described in Section 2 of this Article.

(F) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

(G) It is mutually agreed that should an employee be unavailable to sign a grievance form and deliver it to the Company within the time limits specified in Steps One and two of the grievance procedure, the Union may forward the grievance unsigned. Requests for additional time due to circumstances of the unavailability of the employee to sign will be made to the Site Supervisor and will be granted at the sole discretion of the Company. The Union must secure the employee signature prior to the grievance form proceeding through the next step of the grievance procedure.

### **Section 3 - Arbitration**

(A) The parties' representatives shall make the necessary arrangements to arbitrate the grievance. In the event that the parties' representatives are unable to agree upon the issue, the arbitrator shall determine the issue.

(B) The arbitrator shall have the authority to determine the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he authorized in connection with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness (es) shall be borne by the respective party.

(C) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with oral arguments. Said decision shall be given not later than thirty (30) days after the submission of the final briefs. Such briefs shall be submitted to the Arbitrator no later than fourteen (14) days from the date of the hearing. Such time limits may be extended by mutual agreement of the parties. It is understood and agreed that a decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties.

(D) The parties will conduct arbitration within twenty-five (25) miles of Patuxent River Naval Air Station, Solomon's Annex, Solomon's Island, Maryland.

## **ARTICLE V - SENIORITY**

### **Section 1 - Basis of Seniority and Establishment of Seniority Rights**

(A) All employees shall be considered probationary employees for the first ninety (90) days of active



employment. Throughout this period, supervision will evaluate the probationary employee as to such factors as, but not limited to, work habits, willingness to accept varied work assignments and training, safety, productivity, quality of work, attendance, and ability to work with others. Upon completion of his/her probationary period, the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination of probationary employees anytime during the ninety (90) day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

(B) For purposes of this Agreement, there shall be two types of seniority and they are defined as follows:

**Contract Seniority** – For employees covered by the collective bargaining agreement as of the effective date of the Agreement, or employees re-hired within one (1) year or less of a break in service, Contract Seniority represents all accumulated time for which the employee has served as an employee of the Company in the performance of similar work at any Company site. Contract seniority also represents all accumulated time for which the employee has served as an employee of a predecessor company in the performance of similar work at NAS Solomon's Annex.

**Bargaining Unit Seniority** – For employees covered by this collective bargaining agreement as of the effective date of the Agreement, Bargaining Unit Seniority is the same as Contract Seniority cited above.

For employees hired or transferred after the effective date of this Agreement, Bargaining Unit Seniority begins upon the hire or transfer date at a site covered by this Agreement.

For all purposes of this agreement that pertain to seniority will be known as bargaining unit seniority unless otherwise stated within Articles or Sections of this Agreement.

When two (2) or more employees have the same Bargaining Unit seniority date, the employee with the most Contract Seniority will be deemed senior. In the event that Contract Seniority dates are the same, the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

(C) An employee who re-enters the bargaining unit within six (6) months from a position taken outside the bargaining unit (Management) may return to the last classification held, provided a vacancy is open for that classification and he/she meets the definition of fully qualified as defined in Article V, Section 2 of this Agreement and has sufficient bargaining unit seniority to return. For purposes of this paragraph, bargaining unit seniority does not accumulate while outside the bargaining unit.

(D) Seniority for vacation eligibility and benefit determination purposes will not be affected by Article V, Section 1(C), above. The employee's bargaining unit seniority would be frozen until such time as the employee returned to the bargaining unit within the six (6) month period contained in Article V, Section 1(C) above and would accumulate going forward from the date of return.

(E) An employee who transfers, is reassigned, is promoted, demoted, or has been reclassified within the Bargaining Unit will retain all Seniority.

## **Section 2 – Promotions, Layoffs and Recall**

In the event of a layoff, probationary employees shall be laid off first and then part-time employees shall be laid off next. 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 full-time employee, by job classification will be laid off last and recall from layoff shall be conducted in reverse order of layoff. In assigning employees to higher-paying jobs, the Company shall select most qualified employee in the job



classification to be so promoted. In making such selection, consideration shall be given to such qualification factors as ability, performance and skill. The applicable Steward shall be informed of decisions under this Article V, Section 2 before such decisions are announced.

### **Section 3 - Loss of Seniority**

Employees shall lose all seniority rights and employment shall cease for any of the following reasons.

- a. Resignation
- b. Discharge for just cause.
- c. Failure to report to work within fourteen (14) days after recall from layoff.
- d. Absence due to layoff for twenty-four (24) months.
- e. Failure to report to work upon expiration of an approved leave of absence. Exceptions shall be limited to extreme circumstances beyond the employee's control.
- f. If the employee gives a false reason for a Leave of Absence or engages in gainful employment with another employer during such leave.
- g. If any monetary settlement is made with an employee covering total disability.
- h. If an employee falsifies information on his/her application for employment. The falsity may become known at any time after the employee's date of hire.
- i. When an employee is absent from work for a period of three (3) consecutive days without prior notification of sufficient reasons to warrant the absence.

## **ARTICLE VI - EMPLOYMENT CONDITIONS**

### **Section 1 - Working Conditions**

#### **A. Safety Rules and Regulations**

Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies, and to wear such protective clothing or use such safety equipment as may be required.

#### **B. Clothing and Safety Equipment**

As directed by the Company, protective clothing and safety equipment will be utilized by the employee and provided by the Company during his/her performance of jobs requiring such equipment usage. Employees will be responsible for the purchase of their own safety shoes.

#### **C. Medical Examinations**

In the event the Company requires a medical examination for the purposes of job requirement for non-probationary employees the cost of the examination shall be borne by the Employer. The Company will select the physician that will conduct the medical examination. If the results of the physical causes the employee to be unable to perform his/her job, the Company will make every effort to place the employee in a vacant, available position, for which he/she is qualified to perform.



#### **D. On-the-Job Injury**

An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day if the employee's injury is serious enough to preclude his return to work. Where necessary, on the day of injury, the Company will furnish transportation to and from the medical facility (Hospital) immediately, except in a case of an emergency transportation is required for an injured employee to receive medical treatment.

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.

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.

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.

#### **E. Training**

The Company will provide at no expense to the employee training and certification for hazardous material handling in accordance with applicable Federal and State guidelines.

#### **F. Employee Assistance**

Employees who voluntarily admit to a drug/alcohol abuse problem will be granted an initial leave without pay to participate in an in-patient rehabilitation program, at their own expense, and shall be entitled to Short Term Disability Benefits if eligible, as determined by the short-term disability provider during the leave period. A "Request for Leave of Absence" form will be obtained through Management channels. Additional leaves of absence may be granted. Once the Leave is approved, the employee will have up to three (3) days to enroll in rehabilitation. The employee must provide proof from the facility that he/she has entered the rehabilitation program and of successful completion prior to returning to work. Withdrawal, non-participation, or failure to complete the rehabilitation program will be cause for termination.

### **Section 2 - New Technology**

The Company and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems, methods, and/or materials. In this way, the Company will be able to compete effectively in the marketplace, and, thereby, provide economically secure jobs for its employees. 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.



In order that employees can better prepare themselves for the skill requirements of the future and in its fulfillment of its obligation to provide information to the Union, the Company will provide notification to the Union full-time Business Representative or his designee of Company initiated plans for the introduction of new technology which may affect the employees' employment security. This notification will inform the Union of anticipated schedules of introduction of such 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 applicable training. The Company will select employees based on factors such as ability, skill, dependability, efficiency and qualifications to attend training and perform the work involved. If such factors are relatively equal, the most senior employee will be selected.

In lieu of layoff, an employee displaced by new technology initiated by the Company will be placed on an open job commensurate with his or her qualifications if any exist.

## **ARTICLE VII - EMPLOYEE PRIVILEGES**

### **Section 1 – Personal Time Off (PTO)**

(A) 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 V, Section 1 (B) on this FRC/ASE contract at Patuxent River Naval Air Station, Solomon's Island, MD 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 accrue PTO at the following amounts on a biweekly basis:

<b>Years of Service</b>	<b>Annual</b>	<b>Accrual Changes</b>	<b>Biweekly</b>	<b>Annual Carryover</b>
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

(B) 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. Employees must complete their probationary period to be eligible to schedule PTO time.

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. Any PTO payouts will be by separate direct deposit.

All PTO will be paid at the employee's regular rate of pay, excluding 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.)

(C) 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.

(D) All unused accrued PTO balances will be paid out upon termination/retirement or death.

(E) The PTO herein satisfies the leave required by Executive Order 13706.

## **Section 2 - Military Reserve Training 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.

## **Section 3 - Bereavement Leave**

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) days paid when required to travel of over 500 miles one-way) Immediate family is defined as mother, father, stepmother, stepfather or legal guardian, sister, brother, spouse, daughter, son, stepdaughter or stepson, foster child, grandmother, grandfather, great grandmother, great grandfather, mother-in-law, father-in-law, son-in-law, daughter-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.



Employees may use PTO time, upon supervisor approval, for which they are eligible, for extended travel for bereavement.

#### **Section 4 - Leaves without Pay**

(A) Leaves of absence up to thirty (30) days without pay may be granted at the sole discretion of the Site Supervisor. A request for leave must be submitted on a Request for Leave of Absence form, and approved in writing by the Site Supervisor prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. A leave of absence may be extended only by the Site Supervisor or his or her designee.

(B) In the case of emergency such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, reviewed by the Site Supervisor and forwarded to the Human Resources Office.

(C) For good and sufficient reason, the Company may extend the period of the leave. The leave of absence, properly approved, shall not in any way jeopardize the employee's standing with the Company.

(D) Employees elected or selected to full-time jobs in the local Union or the International Union, which take them from their employment with the Company shall receive leave of absence, for up to five (5) years, without pay or benefit credits. Such employees will continue to retain and accumulate bargaining unit seniority during such leave.

(E) Leaves of absence without pay or benefit credits may be granted at the Company's sole discretion on two weeks written request of the Union to persons designated by the Union for Official Union business to attend conventions and/or educational training.

(F) The Company will comply with all Federal posting requirements and responsibilities under the Family and Medical Leave Act.

(G) Employees on extended military leave will be granted up to a one year leave of absence. Return from extended military leaves of absence will be administered in accordance with the Uniformed Member Employment Rights Act.

#### **Section 5 – Holidays**

(A) The Company observes the eleven (11) holidays listed below:

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

Employees will receive a one-time holiday during 2023, the day to be determined by the Program Manager and mutually agreed upon by the Union.

(B) An employee who is not required to work on one of the designated holidays mentioned above, will be compensated for the holiday scheduled hours 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.



(C) Employees will be paid for Federal Mandated holidays or days designated by Executive order for any additional holiday (or official day of mourning) designated by Federal Government mandate or Presidential Executive Order that is observed by the FRC/ASE customer at the Solomon's Island, MD.

(D) Any observed holiday stated above, that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Federal Government.

(E) 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 the regularly scheduled (e.g., 8, 9 or 10 hours as scheduled) hours for holiday at the straight time rate

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.

(F) When a holiday, as defined in this agreement, falls within an employee's PTO period, such holiday shall not be charged as PTO hours.

(G) Hours paid as holiday shall be utilized in the computation for overtime.

#### **Section 6 - Lunch Periods**

All employees covered in this Agreement shall be granted a minimum of one paid fifteen (15) minute break mid-morning and one fifteen (15) minute break in the middle of the second half of the shift, and an unpaid lunch break of thirty (30) minutes in the middle of the shift.

#### **Section 7 - Jury Duty**

(A) 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 their regular schedule, 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.

(B) 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

#### **Section 8 – Safety Shoe Allowance**

Employees shall be responsible for the purchase of their own Safety Shoes.

#### **Section 9 - Costs of Examinations Related to Employment**

All examinations related to employment, whether requested/directed by the Company, (Medical Exams, Respiratory Exams, Chest X-rays, Physical Exams, Hearing Tests, CDL License Exams, Passport) shall be at the Company's expense unless otherwise defined by the Company's new hire Offer Letter. The Company



shall make provision for all exams to be taken during the employee's normal or adjusted hours of work without loss of pay. With prior notice to the Company an off-shift employee's start time will be the start of a government required security interview.

### **Section 10 - Employee Benefits**

The benefits provided and/or offered to employees covered by this Agreement are detailed in Appendix B, Benefits, of this Agreement.

### **Section 11 - Temporary Duty Assignments (TDY)**

All employees going on TDY will be required to sign up for direct deposit. Employees who are temporarily assigned away from the work site, to which they are assigned to perform work for the Company, shall have their transportation, accommodations, Meals and Incidental Expenses provided for by the Company. Hotel, rental vehicles and airfare will be paid for directly by the Company. When possible, such employees shall be given an Allowance, prior to the date of travel, for the purpose of purchasing meals and incidentals, when a Company credit card is not issued. When emergent TDY occurs, monies for meals and incidental expenses will be direct deposited as soon as possible.

(A) Employees can request either a travel or pay advance based on the per diem rate of the arrival location, and other expenses that are estimated to occur. All requests for advances will be approved based on an accurate estimate of expenses. Additional advances will be issued if the travel is extended beyond the original estimated duration if logistically possible.

(B) It is the employee's responsibility to claim all travel advances on their expense reports.

(C) Reimbursement of expenses will be made by direct deposit if the expenses are claimed and approved on an expense report. The timing of the reimbursement is based on the employee's timely completion of an expense report and normal administrative processing of the expense report. Any overpayment of per diem made to the employee by the Company will be paid back by the employee by cashier's check or money order within fourteen (14) business days of return, or will be withheld from the employee's pay on an incremental basis.

(D) 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. Travel time is considered time worked for the purpose of computing overtime.

(E) Employees on TDY assignment will be paid their normal classification rate.

### **Section 12 – Closures and Weather Status**

In the event of an emergency condition as determined by the Commanding Officer of Pax River NAS and normal operations are suspended, employees covered by this Agreement shall follow the direction of the installation as reported via media announcement as pertaining to NAS Pax River. When in a liberal leave status, employees covered under this agreement shall be authorized to report for duty, use PTO, or leave without pay at their discretion. As a result of or in the event that the Company is prevented from assigning work to employees covered by this Agreement employees shall receive pay at their base rate of pay up to thirty-two (32) hours annually.



## **ARTICLE VIII - PAY PROVISIONS**

### **Section 1-Wages**

#### **(A) Definitions:**

An employee's "base rate", for purpose of this Agreement, shall be the straight time hourly rate of pay applicable to that employee's classification provided for in Appendix A.

### **Section 2 – Overtime**

(A) The Company reserves the right to require employees covered in this Agreement to perform overtime work in order to meet contractual requirements. When such overtime is required employees selected shall be given one day advance notice when possible. The parties recognize that most overtime is circumstance driven and such notice may not be possible in order to meet contractual requirements.

(B) No overtime will be worked by an employee unless it has been authorized by the proper supervisory personnel of the Company.

(C) When overtime is assigned, employees will be compensated at a rate of one and one half (1½) times their base rate of pay plus any applicable shift differential for all hours worked or traveled in excess of forty (40) hours in their normal pay week. For the purpose of this Section, hours worked includes paid holidays.

(D) When Overtime is authorized the Company will divide overtime work as impartially as is practicable among employees by seniority within the classification needed for overtime. If overtime is required to complete a specific work in process, the task will be assigned to the employee(s) already working the task.

(E) A written record of overtime worked by the employees will be maintained by the Company. This record will be kept on a continuing basis. A copy of the record shall be furnished to the Union every six months.

(F) Employees will be credited with overtime worked by recording the number of hours worked. Employees unable to work overtime, when requested, will be credited as having worked such overtime hours.

### **Section 3 - Hours and Days of Work**

(A) The purpose of this article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of hours of work for any period.

(B) The standard workday will consist of twenty-four (24) consecutive hours beginning at the normal shift start time.

(C) The pay week shall begin at 0001 hours on Friday and end at 2400 hours Thursday. In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days' notice.

(D) Changes to the normal Monday through Friday work week for the purpose of seven (7) day coverage required by the customer will be implemented. Employees will be given two weeks' notice before being assigned to such a changed schedule.



#### **Section 4 - Pay Period**

(A) Pay checks shall be direct deposited to employees within eight (8) days after the last day of the pay period and shall represent the earnings of the employee from Friday, the beginning of the first week through Thursday the evening of the second week.

(B) Payday will customarily be on Friday.

(C) In the event the Company accounting department changes pay periods, the Company will provide the Union and employees a thirty (30) day notice of such a change.

(D) The Company shall maintain the Compressed Work Schedule. The Compressed work schedule will be defined as commencing at mid-shift on Friday and operating through mid-shift on the following Friday. Although the actual start and end times above may vary an example of the Compressed Work schedule is as follows in a calendar week:

(1) Week 1: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday, and four (4) hours on Friday.

(2) Week 2: Four (4) hours on Friday and Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday

(E) When a paid holiday occurs on a day in which an employee is scheduled to work a nine (9) hour day in a designated Compressed Work Week area, such an employee will be given Nine (9) hours Holiday pay.

(F) In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) days' notice.

#### **Section 5 - Promotional Increases**

When an employee is promoted to a higher paid job classification his/her base rate will be adjusted to the base rate shown in Appendix A on the date the employee begins work on the new job.

#### **Section 6 - Temporary Promotions**

Employees who are temporarily promoted by the Company to a higher paid job classification will have his/her base rate adjusted to the rate of pay in effect for the higher paid job for all time spent working in said classification.

#### **Section 7 – Effective Date of Economic Improvements**

All economic increases in this Agreement shall become effective on the first day of the full pay period following the date specified.

#### **Section 8 – Premiums**

All premiums will be paid for all hours worked

The Company shall determine the number of employees needed to receive premium and select those employees who are best qualified to receive premiums. In making such selection, consideration will be



given to such qualification factors as ability, performance and skill. If ability, performance and skills are equal, seniority shall prevail in assignment of premiums. The applicable Steward shall be informed of decisions before such decisions are announced

CDI – Employees (excluding inspectors) certified and performing as a CDI shall receive a premium of sixty-five cents (\$0.65) for all hours worked.

CDQAR- Employees (excluding inspectors) certified and performing as a CDQAR shall receive a premium of \$1.25 for all hours worked (for employees not assigned to the QA department).

Calibration Certifier – Employees certified as a Calibration Certifier shall receive a premium of \$1.00 for all hours worked

Programs – Employees managing any of the following programs (Tool Control, Weight Handling, Welding, NDI, Safety, Corrosion Prevention, Confined Space, Hazardous Material Control and Management, Training and License, Metrology & Calibration) shall receive a premium of \$2.00 for all hours worked, regardless of the number of programs managed.

Production and QA Lead - Employees designated by the Company as a Lead will receive a (\$4.00) premium for all hours paid.

The Employer shall have the sole discretion in the number and selection of employees for the lead position. Leads may be utilized as determined by management. Leads shall not be assigned Statutory Supervisor duties.

Lead - Employees designated by the Company as a Lead will receive a (\$3.00) premium for all hours paid.

## **Section 9 - Report Time**

An employee reporting for work in the absence of reasonable prior notification not to report shall be given a minimum of four (4) hours of work. An employee called in to work on one of his or her scheduled days off shall be given a minimum of four (4) hours of work and shall be paid at the employee's base hourly rate and all applicable premiums. An employee called back to work (of no fault of his own) after completing a scheduled shift shall be given a minimum of four (4) hours of work and shall be paid at the employee's base hourly rate and all applicable premiums. This call back provision does not apply to shipboard duty. The above provisions apply except in cases beyond the Company's control.

## **Section 10 - Shift Differential**

(A) Employees who are required to work a day shift as their regular working hours will not be paid a shift differential for regular hours worked.

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. 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 seventy-five cents (\$.75) 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.

### **Section 11 – Alternate Workweek Schedule**

- (1) The company may establish an Alternate Work Week Schedule (AWWS). This AWWS will be from Thursday through Sunday or Saturday through Tuesday from 05:59 through 17:00.
- (2) Employees will be selected to be assigned to an AWWS as follows:
  - Qualified volunteers will be selected in seniority order
  - If there are insufficient volunteers the least senior qualified employees will be selected.
- (3) An AWWS employee on an approved day of vacation on a regularly scheduled AWWS work day will be paid for ten (10) hours of paid vacation.
- (4) An AWWS employee who has a regularly scheduled work day on the day observed as a paid holiday will receive ten (10) hours of holiday pay and be given an opportunity to work up to two (2) additional hours in the pay week in which the paid holiday occurs.
- (5) Should Christmas Day, December 25 or New Year's Day, January 1 fall on a Saturday or a Sunday an employee assigned to an AWWS will not normally be assigned to work on that Saturday or Sunday. Such an employee will be given an opportunity to work up to ten (10) hours in the pay week in which one of such days occur.
- (6) An AWWS employee who is scheduled for Jury Duty will be re-assigned to a regular work week schedule during the week(s) that Jury Duty is scheduled.
- (7) An AWWS employee who is scheduled for Bereavement Leave on a regularly scheduled AWWS work day will be given ten (10) hours of pay on such day(s).

An employee assigned to an AWWS may take a fifteen (15) minute break after eight hours of work on an AWWS work day.

## **ARTICLE IX - JOB DESCRIPTIONS**

### **Section 1 - Application of Job Descriptions**

Current job descriptions remain in effect and describe typical and normal requirements.

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 preformed. Example; the average % differential between the AWD and the other established classification contained in the CBA shall be used for the new classification.

The parties agree to abide by the SCA Directory of Occupations job descriptions.



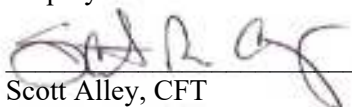
## ARTICLE X - DURATION


This Agreement shall be effective December 1, 2022, with the economics going into effect on or after October 15, 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.

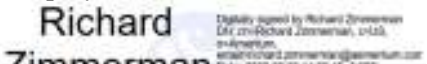
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 28<sup>th</sup> day of September 2022.

### Amentum Services


  
Lester W. Jordan, Vice President  
Employee & Labor Relations


  
Scott Alley, CFT  
Program Manager

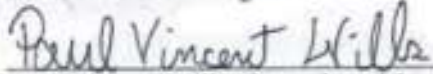
  
Brad Smith, Senior Director  
Employee & Labor Relations

  
Richard Zimmerman, Program  
Manager, FRC/ASE

### International Association of Machinists & Aerospace Workers, District Lodge 4

  
Mark M. Duval, Business  
Representative, IAMAW DL - 4

  
Jeremy Leissner  
IAMAW Local Lodge 4

  
Paul Vincent Wills, Committee Member

  
McGarrren Newsome, Committee Member

  
Joseph Stone, Committee Member



**Appendix A**  
**Wages**

<b>Job Classification</b>	<b>Current</b>	<b>12/1/22</b>	<b>12/1/23</b>	<b>12/1/24</b>
NDI Technician III	\$42.36	\$44.97	\$46.76	\$48.64
NDI Technician II	\$36.35	\$38.59	\$40.13	\$41.74
Aircraft Mechanic II	\$37.63	\$39.95	\$41.55	\$43.21
Ground Support Equipment Mechanic	\$36.15	\$38.38	\$39.91	\$41.51
Quality Control Inspector	\$36.15	\$40.38	\$41.99	\$43.67
Aerospace Structural Welder	\$37.63	\$39.95	\$41.55	\$43.21
Librarian	\$34.83	\$36.98	\$38.46	\$40.00
Supply Technician	\$34.24	\$36.35	\$37.81	\$39.32
Material Coordinator	\$32.68	\$34.70	\$36.09	\$37.53
Maintenance Machinist	\$27.41	\$29.11	\$30.28	\$31.49
Machinery Maintenance Mechanic	\$31.04	\$32.97	\$34.28	\$35.66
Ground Support Equipment Worker	\$30.21	\$32.08	\$33.36	\$34.70
Production Control Clerk	\$28.57	\$30.35	\$31.56	\$32.82
Automotive Painter	\$24.19	\$25.70	\$26.73	\$27.80
Shipping & Receiving Clerk	\$22.04	\$23.42	\$24.36	\$25.33
Tool and Parts Attendant	\$21.69	\$23.05	\$23.97	\$24.93
Forklift Driver	\$21.69	\$23.05	\$23.97	\$24.93

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



## **Appendix B**

### **Section 1 Employee Benefit Plans**

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.

Upon the effective date of this Agreement, all benefits will continue as currently being offered to include employee contributions for the Health and Dental.

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 December 1, 2022, that amount will increase to \$7.25 per hour paid up to 80 hours per pay period. Effective December 1, 2023, that amount will increase to \$7.50 per hour paid up to 80 hours per pay period and effective December 1, 2024, that amount will increase to \$7.75 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. Any monies remaining will be included in the employees' pay as income.

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.

### **Section 2 - 401(k)/Savings**

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.

The Company will contribute fifty cents (\$.50) per hour for each hour worked, up to 40 hours per week, to the employee's 401k account. Effective December 1, 2022, the Company will contribute eighty-five cents (\$.85) per hour for each hour worked, up to 40 hours per week. There will be no matching funds.