COLLECTIVE BARGAINING AGREEMENT

By and Between

Yulista Contract Services, LLC.

And

International Association of Machinists

& Aerospace Workers AFL-CIO

District Lodge 4

Patuxent River Local Lodge 4

Fort Belvoir, Virginia

July 1, 2023 Through June 30, 2026

AGREEMENT

Agreement, entered by and between Yulista Contract Services, LLC (hereinafter referred to as the "COMPANY"), and International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 4, Patuxent Local Lodge 4(hereinafter referred to as the "UNION").

ARTICLE I - INTENT AND PURPOSE

In setting forth certain provisions pertaining to wages, hours of work and working conditions, the COMPANY and the UNION have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise under this Agreement.

ARTICLE II – RECOGNITION

The COMPANY herein recognizes the UNION as the sole and exclusive bargaining agent (as certified by the National Labor Relations Board, Case No. 5-RC-13071, dated July 18, 1988) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth.

ARTICLE III – BARGAINING UNIT

The Bargaining Unit shalt consist of all helicopter and fixed wing aircraft mechanics, Technical Inspectors, Avionics Technicians, Electricians, and Tool Room Supply Technicians employed by the COMPANY as its Davison Army Airfield, Fort Belvoir, Virginia operations; but excluding all other employees, guards, and supervisors as defined in the ACT.

ARTICLE IV – MANAGEMENT RIGHTS

The management of the operations and the direction of the working forces and of the affairs of the COMPANY, including but not limited to, the right to hire, to make reasonable rules, suspend or discharge for just cause, to promote, to transfer operations or to cease operations, in whole or in part, and the right to relieve employees from duty because of lack of work or other legitimate reasons are vested exclusively in the COMPANY.

ARTICLE V – HOURS OF WORK AND OVERTIME

1. The employees will be on a modified work week beginning and ending mid-shift on Friday. The shift will be comprised of nine (9) hours a day, Monday through Thursday, eight (8) hours a day on Friday. Every other Friday is a scheduled day off. Employees will have an uninterrupted lunch period of ½ hour in their workday. The lunch period shall be arranged as near the middle of an employee's shift as possible. In the event of the government changing the Statement of Work to require a standard work week of five (5), eight (8) hour days, the collective bargaining unit will follow such schedule. Time will be recorded in accordance with the work week specified above.

2. The starting time of the first shift is 6:00 a.m. The normal starting time of an employee on the second shift shall be 2:00 p.m. Shift start and stop times may be adjusted no more than two (2) hours earlier or later than the normal start time to meet mission requirements, as directed by the customer. All hours worked within the specified shift windows will be paid at the applicable shift differential. When an employee is directed to work the second shift with an adjusted early report time, he/she will receive the shift differential for all hours worked. Additionally, when first shift workers are called in early, they will not be entitled to shift differential beyond their normal shift start time. When an employee is required to work on a shift other than his regularly scheduled shift, he shall be given at least a twenty-four (24) hour notice of such assignment to another shift if the government provides the COMPANY with such advance notification. If the customer does not give a twenty-four (24) hour notice, the COMPANY will ask the assigned fulltime employee(s) to change their shift times. On any shift ending at 11:00 p.m. or later, the employee's next shift shall begin the following day twelve (12) hours from shift end if the follow-on shift involves crew member duties. If no crew member duties are involved on the follow-on shift, a ten (10)-hour break will be allowed with safety being the utmost consideration. Second shift shall be by a rotational basis to include all Mechanics, Electricians, Avionics and Technical Inspectors. The list will be kept current by the site supervisor.

3. Employees on travel assignment will adhere to the work week schedule in place or directed by the Government at the travel location. This may include alternate start times, shift times, and daily work schedules. (For example, if the local site schedule is eight (8) hours per day, five (5) days per week, then employees will adhere to this schedule, and overtime rates will apply in accordance with the CBA). If employees are directed by the Customer to work additional hours in a day, such hours will be paid at the overtime rate.

4. Employees assigned to a second shift shall be paid a one dollar and fifty cents ($1.50) per hour night differential for any hours worked between the hours of 2:00 p.m. and 4:00 a.m. A first shift employee who requests a temporary shift change and receives same, or arrives to work late on his own accord, shall be paid at his regular applicable hourly rate of pay and not entitled to shift pay.

5. Work performed in excess of forty hours per week shall be paid at the rate of time and one-half (1½X).

6. A work week shall be a modified work week as in Paragraph 5 above.

7. Work performed by employees on Saturday will be paid at the rate of time and one-half (1½X). Work performed in excess of eight (8) hours on Saturday shall be paid at the rate of double time (2X). All work performed on Sunday will be paid at the rate of double time (2X). When a celebrated holiday falls within

an employee's normal work week, he shall be paid at the rate of time and one-half (1½X) plus holiday pay for all hours worked on the holiday.

8. All overtime work shall be distributed fairly and equally among qualified employees. Effective May 8, 2011, and each year thereafter, all overtime will be zeroed out. In the event all employees on the overtime list refuse the overtime required, the COMPANY shall make mandatory overtime assignments to the employee(s) on the overtime list with the least number of hours. The COMPANY will post and update the overtime roster weekly. The list will include all employees, their classification, the overtime hours worked or refused, and the respective dates. The employee will initial off on the overtime roster hours worked/refused following such events. Management, temporary and part-time employees will only be used for overtime when no qualified full-time employee accepts the overtime assignment. Employees on TDY, vacation, sick leave, or other authorized absences will be excluded from overtime offers and will not be charged.

9. An employee shall not be laid off before quitting time of the shift or receive pay for less than a full shift unless discharged for cause or excused at their own request. If the employee is laid off under the above conditions during the first half of his shift, he shall be paid for four (4) hours. If he is laid off under the above conditions the second half of his shift, he shall be paid for the full shift.

10. When an employee is called into work outside of his regular established schedule, he shall receive not less than four (4) hours of pay for each call in at the appropriate overtime rate. In the event that administrative/travel arrangements cannot be done during normal scheduled work hours and employees must perform these duties on their own personal time, they will be paid up to two (2) hours at the applicable overtime rate.

11. An employee injured while working on the job and therefore unable to finish his day's work shall be paid for a full day.

ARTICLE VI – HOLIDAYS

1. The following holidays shall be observed as paid holidays during the term of this Agreement, and any other holiday observed by the Federal Government, provided the Contracting Officer grants the holiday and allows reimbursement to the COMPANY:

New Year's Day	July 4th – Independence Day
Martin Luther King's Birthday	Labor Day
Presidential Inauguration Day	Veteran's Day
President's Day	Indigenous People Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day

2. Holiday Pay shall consist of regular scheduled hours of work.

~~3.~~ In order to receive holiday pay, an employee must work the last scheduled workday before the holiday and the next scheduled workday after the holiday. Unless the employee is on approved paid leave. Holiday observance shall be on the day observed by the Federal Government.

4. If any of the holidays listed in Article 6.1 falls on an employee's scheduled Friday off day, the employee shall receive his holiday on the preceding Thursday.

ARTICLE VII – VACATIONS

1. Employees shall be entitled to a paid vacation according to the following schedule:

   a) Employees shall accrue vacation on a biweekly basis in accordance with the following table:

VACATION	Weeks/YR	Hours/YR	Bi-Weekly Accrual	Hours/YR
0 but less than 4 yrs.	2	80	3.08	80
4 but less than 6 yrs.	3	120	4.62	80
6 but less than 18 yrs.	4	160	6.15	80
18 or more yrs.	5	200	7069	80

   b) Employees will be permitted to carry over vacation from one calendar year to the next, with maximum carryover as indicated in the table above. Vacation hour balancer in excess of carryover limits will be paid out annually after the end of each calendar year.

2. One day's vacation shall equal to the number of regular scheduled hours.

   a) Employees eligible for vacation shall be permitted to schedule their earned vacation benefits on a first come, first serve basis. Individual days of vacation may be taken upon giving at least a forty-eight (48) hour notice to their supervisor. The supervisor will approve/disapprove within twenty-four (24) hours of receipt of the request. If denied, the Supervisor will give the employee the reason. The employee may appeal the decision to the next level of supervision and/or through the grievance procedure. Employees are allowed to take vacations in four (4) hour increments.

   b) Vacation requests made two (2) or more weeks in advance will not be denied. Vacation requests that occur with less than two (2) weeks' notice will be given every consideration for approval but cannot be guaranteed. In cases of multiple requests for the same time period, requests will be granted on a first come, first serve basis. All earned but not used vacation credits shall be paid to the employees in the event the contract changes to a new contractor.

   c) After an employee has been absent from work for a continuous six (6) month period due to a work-related injury, vacation credits shall cease to accrue.

3.

   a) In the event an employee leaves the employment of the COMPANY, he shall receive vacation pay for all earned vacation time.

   d) In the case of the death of an employee, the COMPANY shall pay all earned vacation time due him to his surviving beneficiary(s) as documented in his Personnel Records; if there is no beneficiary on record, then his surviving spouse. If there is no surviving spouse, the vacation pay shall be paid directly to his estate.

ARTICLE VIII – SENIORITY

1. Seniority of an employee is the length of his continuous service with the COMPANY or the predecessor COMPANY.

2. An employee shall hold seniority in the job classification as listed in Article XIII of this Agreement to which he has been assigned.

    a) It is understood that seniority, defined in Article VIII, Section 25, shall govern in the filling of vacancies within job classifications provided the employee is competent and capable to perform the job.

    b) When vacancies occur in any job classification covered by this Agreement, the COMPANY shall post notices of such vacancies for a period of five (5) days. The COMPANY will give full consideration to qualified employees within the bargaining unit who have signed said posted notice and not discourage said qualified employees before hiring outside applicants.

3. In case of a layoff of one (1) week or more in job classifications, the employee with the least seniority shall be laid off first. In recall back to work, the employee with the most seniority shall be recalled first.

4. Shop Stewards shall be the last laid off, provided they are qualified to perform the available work.

5. An employee shall lose his seniority and his continuous employment shall be broken for the following reasons:

    a) Resignation
    b) Discharge for just cause
    c) Layoff in excess of one (1) year
    d) Failure to return to work at the expiration of a leave of absence
    e) Failure to return to work within seven (7) days after being recalled from layoff unless excused by the COMPANY
    f) Absence of three (3) consecutive workdays without reporting to the COMPANY, except in case of an emergency.

6. Each new employee shall serve a probation period of sixty (60) days. If during the sixty (60) day period it is found that the new employee is not suitable for the job, his services may be terminated at the COMPANY'S sole discretion, without recourse.

ARTICLE IX - JURY DUTY

1.

a) An employee required to be absent from his employment to serve on a jury shall be paid his regular hourly rate of pay for all regular scheduled straight time hours for each day of jury service. Such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty. All monies received by the employee as a result of such jury duty service shall be endorsed over to the COMPANY.

b) An employee who is subpoenaed to court as a witness shall receive all benefits and pay and operate under the same conditions as outlined in Paragraph (a) of this Section as long as the employee is not party to the legal action.

ARTICLE X - DEATH IN FAMILY

Employees will be permitted three (3) workdays of paid funeral leave commencing with the date of death of parent, grandparent, spouse, child, brother, sister, mother-in-law, father-in-law, stepparent, step-children, brother-in-law, and sister-in-law provided he attends the funeral.

ARTICLE XI - DISCHARGE AND DISCIPLINE

1. In cases involving acts of proven theft, intoxication, use of illegal drugs, dishonesty, deliberate destruction of COMPANY or government property, falsifying government or company documents or violent acts or threats, the COMPANY may remove from service any employee prior to a hearing; otherwise, no employee shall be suspended or discharged for a first or second offense without a fair and impartial hearing. A fair and impartial hearing shall consist of representatives from the COMPANY and UNION beyond the site. Employees recognize and will follow the requirements of a Drug Free Workplace as outlined in the CFR.

2. Except as stated above, a verbal written for record purposes shall only be given for any first offense. In cases involving a second offense, a written warning may be given. Any written notice shall be supplied to the employee and the Shop Steward.

3. All verbal and written notices shall expire one (1) year after they are given and the verbal or written warnings shall not be considered in subsequent disciplinary actions.

ARTICLE XII - GRIEVANCE PROCEDURE AND ARBITRATION

1. For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to the interpretation or application of this Agreement or alleging a violation of the terms of this Agreement.

2. The procedure set forth herein shall be the exclusive method of resolving all grievances arising under this Agreement.

a. An employee who has a grievance shall first discuss the matter informally with his supervisor, with the Shop Steward present if he so chooses.

b. If the grievance is not settled at Step (a), the employee involved shall reduce the grievance to writing and present it to the Shop Steward, who shall, within five (5) days after it arises, present it to the immediate supervisor for resolution between the supervisor and a duly authorized Shop Steward of the UNION.

c. If not settled at Step (b), the grievance shall be presented for resolution to the Contract Manager of the COMPANY and a duly authorized representative of the UNION within ten (10) days after the grievance arises.

d. If not settled at Step (c), the UNION may submit the grievances to arbitration which must be accomplished within thirty (30) days after the grievance arises.

3. If an unsettled grievance is referred to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by means of the alternate striking of names.

4. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any of the terms of this Agreement.

5. The decision of an arbitrator shall be final and binding on the parties.

6. The costs of the arbitrator shall be borne equally between the COMPANY and the UNION.

7. The discharge of an employee during the first sixty (60) days of his employment shall not be a grievance matter and shall not be subject to arbitration.

ARTICLE XIII - WAGES AND JOB CLASSIFICATION

The following minimum hourly rates of pay shall prevail during the term of this Agreement:

Classification	Current	7/1/2023	7/1/2024	7/1/2025
Aircraft Mechanic (Licensed)	$46.03	$49.25	$52.21	$54.82
Aircr5aft Mechanic (Unlicensed)	$44.98	$48.13	$51.02	$53.57
Technical Inspector	$50.65	$54.20	$57.45	$60.32
Avionics Technician	$47.52	$50.85	$53.90	$56.59
Electrician	$46.35	$49.59	$52.57	$55.20
Tool Room Supply Technician	$38.42	$41.11	$43.58	$45.75

Note: Wage increases will be effective at the beginning of the first pay period after the above dates

If the COMPANY designates an acting site supervisor, he will be paid $2.00 per hour in addition to his normal rate of pay for all hours worked as an acting site supervisor.

1. Any employee required to fly in a military aircraft shall be paid an additional thirteen dollars and fifty cents ($13.50) per hour for all hours flown as flight pay, or sixteen dollars ($16.00) per hour for Night Vision Goggle (NVG) flights.

2. The site supervisor may designate a Lead Mechanic which shall be paid at a rate equivalent to Technical Inspector.

3. The site supervisor may designate a qualified employee as Goggle Senior Instructor by seniority. The Goggle Instructor will be paid $1.00 per hour above normal straight time rate of pay while performing Goggle Instructing Duties. The Company may designate two (2) qualified employees' to be Run Up Qualified and will be paid $1.00 per hour above his straight time rate of pay.

4. The site supervisor shall utilize a school trained Aviation Life Support Technician (ALSE) (if currently employed) to perform inspections and repairs on an as needed basis. The employee will be compensated $2.00 per hour in addition to their normal rate of pay for all hours worked while performing assigned ALSE taskings.

5. The site supervisor shall designate an Aircraft Mechanic (licensed or unlicensed) to perform tool room duties (i.e., Calibration /GSE etc.) on as needed basis. The aircraft mechanic will be compensated $2.00 per hour in addition to their normal rate of pay for all hours worked while performing assigned tool room duties.

6. The Company shall notify employee(s) as soon as possible in advance of any upcoming TDY trip. Employees when sent to off-site bases shall receive per diem for lodging and meals. Employee(s)

may request advance travel per-diem. The normal cost of airfare, including surcharges whenever flight schedules are changed, will be paid by the COMPANY. Car rentals as per the Federal Government rates upon the presentation of proper receipts will be paid. The cost of shipping tools and equipment required for off-site work will be paid for by the COMPANY. All travel shall be in accordance with the Joint Travel Regulation.

7. In the event employees are deployed to OCONUS sites, consideration for additional compensation will be based on a review of State Department guidelines on potential hostile or dangerous conditions and recommended to the government for approval.

8. Part-Time and Temporary Labor — The parties agree that no full-time employee shall be laid off during the term of this agreement as a result of part-time workers employed by the COMPANY. No part-time employee shall work more than thirty (30) hours in any week. Part-time employees shall not be utilized for TDY assignments and shall not perform flight status duty. The ratio of employees shall not exceed eight (8) full-time to two (2) part-time employees.

9. In all cases the full-time workforce shall be given the first right of refusal for all work assignments and temporary or part-time personnel will be used only when no qualified fulltime employee volunteer for the assignment(s).

ARTICLE XIV - HEALTH AND WELFARE

The COMPANY, shall contribute the following amounts per month to each employee for a health plan for employees in the bargaining unit:

Effective Date	EE Only	EE +Children	EE +Spouse	EE +Family
7/1/2023	$651.58	$1,400.00	$1,400.00	$1,600.00
7/1/2024	$651.58	$1,400.00	$1,400.00	$1,600.00
7/1/2025	$651.58	$1,400.00	$1,400.00	$1,600.00

Note: The above increases will become effective at the beginning of the first pay period following the above dates.

1. Employees may elect the COMPANY'S health, and/or dental and vision insurance. The employee will be responsible for paying the full premium via payroll deductions. Employee's may continue to elect to opt-out of the Company's provided health care coverage and shall receive the contribution rates listed above to purchase health care coverage from outside providers and/or elect to receive the contribution rate as supplemental income. The Company may require employees who opt-out of Company provided benefits, to show proof of Insurance from an outside provider.

2. Employees may change their election once per year in concert with the COMPANY'S Open Enrollment period or if the employee experiences a "life altering event" such as the birth of a child, marriage, divorce, etc.

3. If employee contributions to the insurance plans increase by 10% or more in any given year, The Company agrees to discuss such changes with the Union.

4. The COMPANY shall provide all full-time regular employees' basic life insurance at one (1) time the employee's annual base salary and Short-Term Disability at no cost to the employee.

5. Full time regular employees may elect to purchase, at their own expense, the COMPANY'S Optional Term Life Insurance as described in the Summary Plan Description. Premium payments will be made through payroll deduction.

ARTICLE XV – PENSIONS

1. The COMPANY shall contribute to the I.A.M. National Pension Fund, Benefit Plan B. Contributions will be based on a forty (40) hour work week with contributions not exceeding forty (40) hours in any week or eighty (80) hours in a two week pay period.

Change to an hourly contribution rate effective:

Current	7/1/2023	7/1/2024	7/1/2025
$3.80	$3.80	$3.80	$3.80

1. The COMPANY shall continue contributions based on a forty (40) hour work week while and employee is off work due to paid vacations and paid holidays.

2. Contributions for new, temporary, probationary employees are payable starting on the sixtieth (60th) calendar day after their employment.

3. The UNION and the COMPANY adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules, adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Benefit Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

4. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the COMPANY in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of this pension Article, other than to increase the contribution rate or to add job classifications or categories of hours for which contributions are payable.

5. This Article contains the entire agreement between the parties regarding pensions and retirement under this Benefit Plan and any contract provisions in this Agreement shall be void. No oral or written modifications of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligations to contribute shall be binding upon the Trustees of the said Pension Fund.

ARTICLE XVI – NO STRIKES OR LOCKOUTS

1. The UNION agrees that it shall not engage in, authorize or recognize any strikes, picketing or other interruption of the COMPANY'S normal operations during the term of this Agreement. The COMPANY agrees that it shall not lock out the employees during the term of this Agreement.

2. Notwithstanding the provisions of Article 12.1 of this Agreement, any party aggrieved by a violation of Article 16.1 shall have the right to seek a remedy for such violation before the National Labor Relations Board or a Court of competent jurisdiction.

ARTICLE XVII – BULLETIN BOARDS

The COMPANY shall provide a bulletin board in a satisfactory place for posting, by the UNION, of notices, restricted to notices to members of UNION meetings, UNION elections and results of UNION elections. All other notices shall be subject to review and approval of the COMPANY before posting.

ARTICLE XVIII – VISITATION RIGHTS

UNION Representatives shall have access to the facility by permission of the COMPANY and cleared by the Base Commander. The UNION shall notify the Site Manager in advance for such visitations. UNION Representatives shall not interrupt work being performed under this agreement during visitation

ARTICLE XIX – GENERAL PROVISIONS

1. The COMPANY agrees that it will not discriminate against any employee because of his membership in the UNION.

2. All employees requiring flight physicals for their position will make every effort to acquire and maintain those physicals. This will include the following positions: Mechanics, Technical Inspectors, and Avionics Technicians. Employees will not allow their flight physicals to lapse, Any employee that loses flight physical status will aggressively pursue medical follow up(s) and other reasonable measures to regain their flight status. In the event the number of employees losing their flight status reaches a level that prevents the COMPANY from being able to meet its contractual requirements for flight support, the COMPANY and UNION will meet to develop an acceptable solution. The flight physical shall be paid entirely by the company to include any and all tests deemed necessary by the flight surgeon.

3. Early leave and administrative leave policy, to include Executive Orders, inclement weather, base closures and other situations beyond the COMPANY's and Employee's control, for employees covered by this Agreement shall be determined by Washington, DC area OPM guidelines. Employees will be reimbursed for time missed if reimbursement is authorized by the Government Contracting Officer's Representative (COR).

3. The COMPANY shall furnish all special tools and equipment necessary for the performance of work. Special tools shall include but not be limited to, power and pneumatic tools. Employees will furnish normal hand tools.

5. The COMPANY shall furnish a full coverage tool insurance for proven theft of tools valued at $100.00 or more and for tools damaged by fire or flood while on the COMPANY premises. The insurance is provided for those tools which appear on Y-Tech's approved inventory.

6. The COMPANY shall pay to each employee a protective footwear reimbursement of up to $200.00 for up to 2 pair of shoes, once per year. In order to receive the allowance, employees shall provide the COMPANY with an original receipt. The employee shall also provide evidence that their protective footwear meets applicable ANSI standards, and this footwear must be required for job performance and must be worn by the employee at work at all times.

7. The COMPANY shall furnish rain gear for use by employees covered by this Agreement. This rain gear shall consist of rain coat, rain pants, rain cap and overshoes.

8. The COMPANY shall furnish uniforms or coveralls once per year for each employee. The employee will be allotted an amount of $250.00 to select from a preapproved list of shirts, pants and winter coats/jackets. Unused dollars are not carried over to the next year. The maintenance of the uniforms or coveralls will be at the employees' expense.

9. All production work in the facility will be performed by employees covered by this Agreement. Supervisors shall not perform any production work except in case of emergency. This is not intended to take away work that is consistently performed by regular employees. Part-time employees filling in for vacation or absence will be excluded from this Article. The employees covered by this Agreement will be paid by 12:00 Noon every other Friday. If Friday is a holiday, the preceding Thursday will be payday.

10. Each employee covered by this Agreement shall be furnished flight gear for use on required military flights as specified in the maintenance contract.

11. The COMPANY shall provide OSHA-compliant safety gear, with the exception of protective footwear as provided above, as required for use in performing work.

ARTICLE XX – LEAVE OF ABSENCE

1. Any employee, upon application in writing and consideration by the COMPANY may be granted a leave of absence without pay, not to exceed one (1) year because of official UNION business, personal reasons, personal illness, maternity leave, illness in his immediate family, disability, attending school or serving in an elected or appointed public office.

2. Subject to the conditions stipulated in this Article, leaves of absence may be granted for the reasons stated in the preceding paragraphs. A family leave of absence, without pay, of up to twelve (12) weeks during any twelve-month period may be granted for one of the following reasons:

1) the birth of a child
2) the placement of a child with an employee for adoption or foster care
3) to care for a spouse, child or parent who has a serious health condition
4) because of an employee's own serious health condition.
5) Family Leave due to a Call to Active Duty
6) Caregiver Leave for an Injured Service member

For purposes of calculation, the twelve-month period will consist of the twelve months preceding the effective date of the leave and will be a rolling period. Employees may use all accrued sick/personal leave and vacation prior to being placed on an unpaid family leave of absence. Health insurance benefits will remain in effect during the family leave of absence for a period not to exceed twelve (12) weeks. Employees will be responsible for the share of the premiums that they normally pay, and the coverage can be canceled by the COMPANY if the employee fails to pay his or her share. Employees who return to work before the allotted twelve (12) weeks are exhausted will be entitled to their former position or to an equivalent position unless they otherwise would be ineligible to return to work.

The intent of this provision is to meet the requirements of the Family and Medical Leave Act, the provisions of which will govern its application. Family leave of absence in excess of twelve (12) weeks during any twelve (12) month period may be granted by the COMPANY for periods of up to twenty-six (26) weeks. In such cases the employee will be responsible for the cost of insurance premiums which must be paid in advance by the employee if they are to remain in force during the additional leave period.

To be eligible for a family and medical leave of absence, an employee must have worked for the COMPANY for twelve (12) months (continuous or non-continuous) and worked at least 1,250 hours during the past twelve-month period.

4. Seniority shall accumulate during all leaves of absence listed above.

ARTICLE XXI – SICK LEAVE

Each employee covered by this Agreement shall accrue nine (9) hours of sick leave for each month of service. This sick leave shall accumulate. In the event the Federal Government awards this contract to a new contractor, accumulated sick leave up to 40 hours will be transferred to the new contractor. An employee shall notify the Supervisor of any absence prior to shift start or earlier in event of illness or injury. The company shall provide Short Term Disability at no cost to the employee.

ARTICLE XXII – SHOP STEWARDS

1. The COMPANY recognizes the right of the UNION to designate Shop Stewards and Alternates from the COMPANY'S seniority list. The authority of the Shop Stewards and Alternates so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

    a. The investigation and presentation of grievances to the COMPANY or the designated COMPANY representative in accordance with the provisions of the labor agreement.

    b. The collection of dues when authorized by appropriate UNION action.

    c. The transmission of such messages and information, which' shall originate with, and are authorized by the UNION or its Officers, provided such messages and information have:

        1) been reduced to writing, or
        2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the COMPANY'S business.

2. Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the COMPANY'S business, except as authorized by official action of the UNION. The COMPANY recognizes these limitations upon the authority of Shop Stewards and their Alternate and shall not hold the UNION liable for any unauthorized acts. The COMPANY in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

3. Shop Stewards shall be permitted time to investigate, present and process grievances on the COMPANY property without loss of time or pay during his regular working hours. Shop Stewards, however, shall not be paid by the COMPANY for time spent handling grievances outside of his regular scheduled working hours.

ARTICLE XXIV – SCOPE OF AGREEMENT

1. Should the COMPANY establish any new facilities that results in work or services presently performed under this Agreement being transferred, the COMPANY agrees to consult with the UNION and offer employees who are adversely affected job opportunities that may be available at the new facilities.

2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. On the sale, transfer or lease of any facility and/or equipment only the specific provisions of this Agreement, including supplements or other conditions shall prevail. The COMPANY shall give notice of the existence of this Agreement to any purchaser, transferor, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notices shall be in writing with a copy to the UNION at the same time the seller, transferor, lessor executes a contract of transaction as herein described.

ARTICLE XXV – NON-DISCRIMINATION

1. 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, religion, gender, sexual orientation, national origin, age or disability.

2. The use of personal pronouns of masculine gender is for grammatical purposes only, and the terms of this Agreement shall apply equally to persons of either sex.

ARTICLE XXVI – UNION MEMBERSHIP

1. It shall be a condition of employment that all employees of the COMPANY covered by this Agreement who are members of the UNION in good standing on the date of the signing of this Agreement shall, on the 30th day following the date of the signing this Agreement, become and remain members in good standing in the UNION. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of its signing shall, on the 30th day following the beginning of such employment become and remain members in good standing in the UNION. The COMPANY shall furnish the UNION a monthly list of newly hired, recalled, rehired, and released employees.

2. Any employees who does not remain in good standing of the UNION by failure to pay said employee's initiation fee, reinstatement fee and dues, shall be subject to discharge upon written notification by the UNION to the COMPANY.

3. The UNION shall indemnify and save the COMPANY harmless against any and all claims, demands, suits and other kilns of liability that shall rise out of or by reason of any action taken or not taken by the COMPANY for the purpose of complying with any of the provisions of this Article.

ARTICLE XXVII – CHECK OFF

1. Upon receipt by the Director of the Human Resources Department of the COMPANY of a voluntary written assignment by the employee, the COMPANY shall deduct from the wages of the employee, regular UNION initiation fees, reinstatement fees and dues according to the terms of the assignment form hereinafter set forth. The written assignment must be delivered to the Human Resources Department prior to the 20th day of any month to be effective for the month following such submission of the assignment.

2. Payroll deductions shall be made from the pay owing each employee who has submitted such written assignment for the first full payroll week of each month In the event that an employee does not receive sufficient pay during the payroll week to cover that month's dues, initiation fee, or reinstatement fee, an additional deduction will be made the first full payroll week of the succeeding month to make up the deficient amount of dues, initiation fees, or reinstatement fee. If again, the employee does not receive sufficient pay to cover the amount of dues for the two successive months, the COMPANY shall be released of all obligations to remit to the UNION any payment on behalf of said employee for those two months.

3. The COMPANY will transmit all money so deducted to Patuxent River Local Lodge 4 of the International Association of Machinists before the first of following month, and the UNION shall issue to the COMPANY its official receipt, therefore. The UNION assumes full responsibility for the disposition of funds deducted under the Article W of this Agreement as soon as they have been remitted by the COMPANY to the Financial Secretary of the UNION. The cheek-off list furnished to the UNION shall be in alphabetical order.

ARTICLE XXVIII – SAFETY AND SECURITY

1. Employees will immediately report all work-related injuries to their supervisor, whether or not medical attention is deemed necessary at the time.

2. Certain OSHA and Employer regulations and polices require the use of Personal Protective Equipment in various work areas and/or for various tasks. The Employer will post safety policies and procedures and clearly communicate the required personal protective equipment usage for each area and/or task. Employees will follow all COMPANY and customer safety policies and procedures and will use personal protective equipment as required at all times.

ARTICLE XXIX – DURATION

This Agreement signed this day of March 2023 shall be effective beginning 1 July 2023 until twelve o'clock midnight 30June 2026 and shall continue from year to year thereafter unless either party indicates a desire to indemnify or terminate this Agreement by serving written notice on the other party at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their representatives there onto duly authorized as of this 22 day of March 2023

For the Union:

For the Company:

Cedric Council 3/21/2023
Cedric Council **Date**
Director Business Operations
Yulista Contract Services, LLC

Keith Hudson 3/22/2023
Keith Hudson **Date**
Site Supervisor
Yulista Support Services, LLC

Lourie Bradley 03/21/2023
Lourie Bradley **Date**
HR Compliance Manager
Yulista Holding, LLC