COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VE RTEX AEROSPACE, LLC, PRECISE SYSTEMS, ALBERS AEROSPACE, RIVETER DEFENSE and SOL ENGINEERING

AND

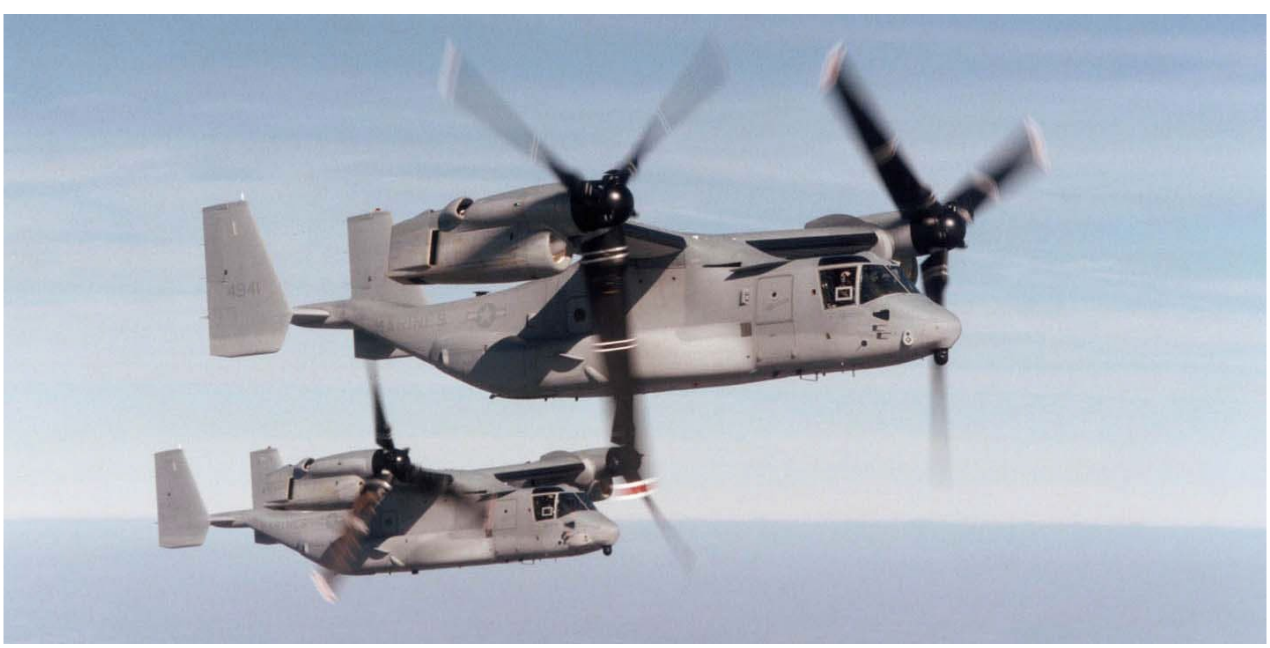
INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS, AFL-CIO,

DISTRICT LODGE 4, LOCAL LODGE 4 AT

Patuxent River Naval Air Station Patuxent River, Maryland

EFFECTIVE

September 1, 2023 through September 2, 2027



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PURPOSE OF AGREEMENT

This Agreement, entered into by and between Vertex Aerospace, LLC, Precise Systems, Albers Aerospace, Riveter Defense and SOL Engineering (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 4, Local Lodge No. 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 in supporting the United States Navy.

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) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties understand and agree that this Agreement covers all bargained for conditions of employment, and that the Employer has the right, at its discretion, to change, modify or amend conditions of employment not so covered as its business judgment dictates.

(C) 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

(D) 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,

(E) 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.

(F) 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-16073 and

Appendix A of this Agreement employed by Vertex Aerospace, LLC, Precise Systems, Albers Aerospace, **Riveter Defense, LLC and SOL Engineering Services, LLC** located at Patuxent River Naval Air Station, Patuxent River, Maryland; to include Webster Field Annex. 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 branch managers, assistant branch managers, group supervisors, assistant group supervisors, Program Manager, assistant site supervisors, production supervisors, shop supervisors, crew leaders/work center supervisors, quality control supervisors, office clerical employees, flight engineers, professional 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. It is also understood that Supervisors and others will be required to 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. For tests, evaluation, and/or experimentation purposes.
3. In emergencies as defined by the Company at its sole discretion provided such actions do not result in a layoff or reduction in force.
4. As required to assist in working a malfunction/discrepancy on a scheduled aircraft that must be corrected expeditiously in order to successfully launch the aircraft, when bargaining unit employees with the necessary skills are not immediately available.
5. 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.
6. When an employee fails to report to work and other qualified employees are not available.
7. For Customer Flying Crew personnel initial or proficiency training requirements.
8. When there is a temporary need for Third party technicians by the Company that will not result in a layoff or reduction in force.

Section 3 - Period of Agreement and Ratification

(A) This agreement shall be effective **September 1, 2023** and shall remain in full force and effect up to and including **September 2, 2027**, 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. All Economic improvements will become effective on **September 3rd** of each year of the CBA; excluding Medical, Dental and Vision, and related Annual Enrollment elections which are effective on January 1st each year.

- 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, or delivered in hand, to the Company's Labor Relations Lead 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, security clearances, 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.

(B) In the event that the U.S. Military Service or other Government Agency duly concerned with security regulations or operations on Government - managed property, advises the Company that any employee in the Union bargaining unit is restricted from access to Government - managed property, or restricted from work on or access to classified information mand material, the Union agrees that such action as the Company may take pursuant to its contractual and/or security obligations to the Government will not be contested, nor will such action be a subject of the grievance procedure contained in Article IV of this Agreement.

(C) In the event that such Government Agency following the taking of such action within one year advises the Company that such an employee is no longer restricted from access to Government - managed property or restricted from work on or access to classified information and material, the Company shall promptly reinstate the employee with seniority, to the same job classification held at the time such action was taken, subject to the applicable seniority provisions of the Agreement, if he/she promptly applies for such reinstatement within fifteen (15) days.

(D) It is understood by and between the parties that, as a necessary condition of employment as defined in the Company's offer letter of employment, employees shall be subject to investigation for security clearances, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work. Failure to apply, maintain, or gain a security clearance and/or the denial of required clearances and unescorted entry authorization by such governmental agency will be cause for release from the Company, due to inability to meet job requirements.

In the instance of a denial or a loss of a required clearance known as an "interim denial" an employee will be placed on an open job commensurate with his or her qualifications if any exist. If no such opening exists, then the employee will be terminated.

It is understood that there shall be no liability on the part of the Company or the Union for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government and/or non-receipt of a required clearance.

Failure for whatever circumstances to meet the above requirements shall not be a cause of action under the Grievance and Arbitration provisions contained in this Agreement.

Section 6 – Nondiscrimination

It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination and harassment which is or which may become unlawful during the period of this Agreement. To this end, the parties agree to comply with all applicable laws, statutes and regulations concerning nondiscrimination in employment.

Section 7 - Union Shop and Dues 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 90 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) If 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, initiation fees, assessments, or agency fees for all employees covered by this Agreement, provided that the Union or the employee delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this Agreement, whichever shall occur sooner. The Company shall make deductions for each member or agency fee payer from the first pay of such member or agency fee payer each month.

(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.

(G) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

Section 8 – No Strike – No Lock Out

(A) The Union, (its officers, agents and members) agrees that for the duration of this Agreement it shall not cause, engage or condone any strike (including sympathy strike) slowdown or stoppage of work or any acts of any nature which would interfere with the Company's ability to provide uninterrupted service to the United States Government. If the Company believes a violation of this Section has occurred, the Company shall notify the Union of the alleged violation. The Company agrees that it will not cause or engage in any lockout for the duration of this Agreement.

(B) In the event of a violation of this section, the Union, (its officers, agents, and members) collectively agree that it will use its best efforts to end such prohibited conduct.

(C) In the event of a breach by the Union of the provisions of this section of the Agreement, the Company may abrogate this entire Agreement. Any action by a Union Steward which is not authorized, concurred in, or supported by the Union, will not constitute a breach of this Agreement on the part of the Union for purposes of this paragraph.

ARTICLE II

MANAGEMENT RIGHTS

Except as expressly modified by a specific provision of this Agreement, the Company shall retain the exclusive authority, rights and powers to manage its business and direct the workforce. Such authority, rights and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for just cause (including suspension and discharge); determine work schedules, starting times and quitting times, the number of hours and shifts to be worked; the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail or move the business or any part of the business, to introduce new or changed methods; to determine the means of service or production; and to otherwise manage the operations and direct the workforce. These rights are not intended to be all inclusive, but enumerate by way of illustration, types of rights which belong to the Company.

ARTICLE III

UNION - COMPANY RELATIONS

Section 1- Union Stewards

(A) Upon execution of this Agreement, the Union shall promptly furnish the Program Manager, 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) It is agreed that a Steward may receive, but not solicit, grievances from employees. For purpose of this agreement, the term "solicit" means the steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this agreement. 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 and shall be assigned two (2) per directorate**,** plus one Steward designated to represent the third shift. The total number of Stewards recognized by the Company on the effective date of this Agreement will be up to **14.** 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. Where necessary, the Steward's work schedule or assignment will be adjusted where practical, to allow for time to conduct Company-Union business as specified below:

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 and locations of Stewards may be adjusted within reason by Company-Union 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 workstation, reporting back to his/her Company Representative or assigned alternate upon return to his/her workstation. Permission shall be granted unless operation activities are affected. The Company shall not unreasonably deny or delay access to the Steward. Upon entering the work area of another Manager's responsibility, the Steward shall contact the Manager or assigned alternate before attempting to contact any employee.

(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 three (3) hours per week. The Chief Steward may use up to ten (10) 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. This hour limit shall not include time spent:

1. To meet by appointment with the Program Manager or other designated representative of the Company, when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
2. To attend grievance hearings as defined by the Agreement
3. To meet each new employee covered by this Agreement who shall be introduced to the applicable Union Steward by the Company Representative within three (3) workdays after hire.
4. To report safety hazards or make safety recommendations to the management of his/her area.
5. To attend jointly scheduled meetings such as monthly communications meetings, and arbitrations – Each party shall be responsible to compensate their respective representatives and any persons they select to attend such meetings.
6. To attend meetings scheduled by the Company – The Company shall compensate all Union Stewards invited to the meeting. Such meetings may involve periodic or special communications meetings called by management for the purpose of communications of Company events, policies or plans, including training.
7. To attend meetings scheduled by the Company at the request of an employee to conduct an investigative interview that may lead to disciplinary action or to issue disciplinary action.

(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 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 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 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. No more than three employees (including Stewards) from the then working shift may attend a Step One or Step Two grievance hearing, without prior approval of the Program Manager or delegated authority on straight time hours without loss of pay.

Section 2 - Business Representatives and Union Officials

(A) Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards 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 Program Manager 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 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 Program Manager. 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 Program Manager has been notified and given an opportunity to be present. The Program Manager 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 Company will provide a total of **seven (7)** locked three (3) feet by four (4) feet bulletin boards clearly identified as "Union Business" where only Union notices will be displayed. The Union bulletin boards will be secured and locked at all times and the keys to the bulletin boards will be kept in the possession of the applicable Stewards for the hangers in which the bulletin boards are maintained.

The bulletin boards will be prominently displayed in the main work areas of each hanger with the purpose of being easily accessible by all employees of the hangers in which the bulletin boards are maintained.

The bulletin boards will be distributed as follows:

1. One (1) in hangar 110 at TPS in the main work area of the hangar in a prominent, central location.
2. One (1) in hangar 115 at Strike in the main work area of the hangar in a prominent, central location.
3. One (1) in hangar 306 at Force in the main work area of the hangar in a prominent, central location.
4. One (1) in hangar 109b at V22 in the main work area of the hangar in a prominent, central location.
5. One (1) in hangar 111 at Rotary Wing in the main work area of the hangar in a prominent, central location.
6. One (1) in Webster Field Annex building 8139 UX-24 in the main work area in a prominent, central location.
7. **One (1) in hangar 101 in the main work area for the MQ-9 program.**

Section 4 - Information Provided to and or by the Union

The Company shall furnish the Union with information required by law within ten (10) calendar days. Requests by Union to the Company will be made to the Site Manager and Director of Labor Relations. The Union shall furnish the Company with information required by law within a ten (10) calendar days. These time limits may be extended by mutual agreement of the parties.

Section 5 - Official Union Business

The Union will provide an updated listing of employees who are authorized to conduct Union business related to the Contract. This list will be updated and provided to the Company whenever changes occur. It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity related to this Contract or to serve on any Union Committee associated with the Contract, except as provided in the Agreement. If such unpaid union activity interferes with the working hours of employees, the Company will allow authorized absence without pay for the hours absent for up to **sixteen (16**) Union officials, to attend one (1) scheduled Union meeting each month, on a date and during the hours certified by the Business Representative of the Union.

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.

Prior to a management official beginning an investigatory discussion with an employee, the employee will be reminded of his/her Weingarten right to have a Union representative present.

Section 2 - Grievance Procedure

(A) Grievances will be conducted as follows:

Step One

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 two (2) regularly scheduled workdays 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 Two

Any employee, believing they have been aggrieved as defined in section one (1) of this Article, must confer with the employee's Group Supervisor. **If not resolved the Shop Steward, Chief Steward and Business Representative will meet with the Deputy Program Manager, and Program Manager, before reducing the grievance to writing within 10 business days. The employee may then** 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(s) of occurrence, the applicable Article(s) 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 Supervisor within five (5) working days **from the date the meeting took place with the Group Supervisor, Deputy Program Manager, Program Manager, Shop Steward and Business Representative.** 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 Group Supervisor shall render his/her written decision to the Union Steward or Chief Steward and the employee within five (5) 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 Group 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 Three

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 and the Corporate Labor Relations Lead no later than five (5) 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 and the Corporate Labor Relations Lead 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 five (5) 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 Corporate Labor Relations Lead 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, within twenty-one (21) days after the Step Three written decision and notify the other party of such a request. 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. If no agreement on this issue is reached, either party may request an Arbitrator to combine the grievances. The Arbitrator's decision is final.

(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 Corporate Labor Relations Lead 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 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.

(D) 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.

(E) The parties will conduct arbitration within twenty-five (25) miles of Patuxent River Naval Air Station, Patuxent River, 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:

Company Seniority – For employees covered by the collective bargaining agreement as of the effective date of the Agreement, or employees re-hired within **one year** or less of a break in service, Company 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.

For employees hired after the effective date of this Agreement, Company Seniority begins upon the most recent hire date.

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 Company 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.

When two (2) or more employees have the same seniority date the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

(C) An employee **may** re-enter the bargaining unit within six (6) months from a position taken outside the bargaining unit **and** 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. **When an employee takes a position outside the Bargaining Unit within the Company at Patuxent River NAS under CMMARS MAC Contract N6134019D1010. The employee's Bargaining Unit seniority would be defined as, all Bargaining Unit seniority prior to taking a position outside of the Bargaining Unit within the Company at Patuxent River NAS and would be frozen until such time as the employee returned to the Bargaining Unit 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.

(F) Service awards shall be given to employees who complete five (5), ten (10), fifteen (15), twenty (20), twenty-five (25) and thirty (30) years. The company shall give employees a choice of awards at each defined interval as available. A final service award shall be presented to each employee who retires from the company after twenty (20) or more years of service.

(G) Members of the Executive Board of IAMAW Local Lodge 4 shall be the most senior members of the bargaining unit and will maintain super-seniority for the length of time served on the Executive Board. Shop Stewards shall also be senior members of the bargaining unit as defined in Article III, Section 1, paragraph (H). The Union shall furnish the names of the Executive Board and all stewards to the Company and shall notify the Company of any changes to the Executive Board or the stewards.

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. In assigning employees to higher-paying jobs, or in the case of layoff due to lack of work, or recall from layoff, the Company shall select those employees who are best qualified to be so promoted, retained or recalled regardless of classification. In making such selection, consideration shall be given to such qualification factors as ability, performance and skill. If ability, performance and skills are equal, **Bargaining Unit** seniority shall prevail in layoff, promotion and recall. 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.

(J) Failure for any reason, to secure/maintain a government clearance except as provided for in this Agreement.

(K) Refusal to take a drug test directed by the Company, as required by Company Policy.

Section 4 - Premiums

The Company shall 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, **Bargaining Unit** seniority shall prevail in assignment of premiums. The applicable Steward shall be informed of decisions under this Article V, Section 4 before such decisions are announced.

Section 5 – Shift Preference

Shift changes shall occur on a quarterly basis (every three months). One month in advance of each shift change, a shift preference list shall be posted for employees to express their shift preference**.** In assigning shifts, **Bargaining Unit** seniority shall prevail as long as qualifications/ certifications are adequately distributed across the shift as determined by management. The applicable steward shall be informed of decisions under this Article V, Section 5 before such decisions are announced. Decisions will be announced a minimum of two (2) weeks prior to shift change.

Individual changes in cases of personal hardship shall be handled on a case by case basis at the sole discretion of the Group Manager.

Article VI

Employment Conditions

Section 1 - Working Conditions

(A) General
The Company agrees to maintain working conditions in all its operations and working establishments in accordance with Federal law and the laws of the State, County and City of its place of operation.

(B) 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.

(C) Clothing and Safety Equipment
As directed by the Company, protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment usage.

(D) Acts of Sabotage
Employees, the Company and the Union will use their best efforts to prevent any acts of sabotage or willful damage to Customer property, Company property and employee property or materials. To that end, all employees, Company personnel and Union Representatives will immediately report to their supervisor any acts of sabotage or willful damage to property or materials, or any threat to sabotage or willfully damaging such property.

(E) Medical Examinations
Should the Company have reason to believe an employee is unable to satisfactorily perform the duties of his/her job classification, such employee may be required to take such medical examination as may be directed by the Company. The Company shall pay for such examination. No employee shall be disciplined or discharged as a result of such an examination. The Company will select the physician that will conduct the medical examination. 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.

(F) 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 workday if the employee's injury is serious enough to preclude his return to work. For work related injury not requiring emergency medical transportation, the Company shall provide immediate transportation to a medical treatment facility. The Company shall also provide

transportation from the medical treatment facility if the employee is not admitted to a hospital. Transportation may include cab fare home or back to work. If such an employee is admitted to the hospital, transportation to work or home after release the hospital is compensable under Workers Compensation. In the event the transportation is not covered by Workers Compensation, the Company shall reimburse the employee for transportation cab fare costs.

(G) Training
Training and certification for hazardous material handling will be accomplished in accordance with applicable Federal and State guidelines.

(H) Employee Assistance
The Company agrees to provide an Employee Assistance Program (EAP) related to substance abuse. The program will be established at work sites based on duration of the contract, number of employees assigned to the site, the availability of local resources, and in accordance with the following guidelines:

1. The Company will provide an (800) number which will be posted at each company worksite.

2. The EAP will provide contacts with local substance abuse counseling agencies and related organizations. The purpose of these contacts will be to obtain assistance in establishing local sources for counseling, education, training, and rehabilitation programs.

3. Employees seeking assistance will be assured that the strictest possible confidentiality will be maintained at all times regarding their activities.

4. Employees who voluntarily admit to a drug/alcohol abuse problem will be granted an initial leave without pay to participate in an inpatient rehabilitation program 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.

5. Additional leaves of absence may be granted.

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-Vacations

(A) Definitions

1. The term "seniority" as used in this Section, shall be the Company Seniority to which an employee is entitled under the provisions of Article V, Section 1 (B) of this Agreement.

2. Pay for each week of vacation for a regular full-time employee means pay for forty (40) hours at the employee's base rate of pay. Regular part time employees are eligible to accrue vacation on a pro-rated basis, based on standard hours.

(B) Vacations

Creditable workweek is defined as a week in which the employee earns pay from the Company.

Employees covered by this Agreement shall vest vacation credits on a bi-weekly basis for each creditable workweek based on their length of continuous service.

An Employee may carry over vested paid vacation time off up to the maximum balance that is equal to the amount an Employee can vest in the year after his or her last anniversary date in which the vacation accrued. Every effort will be made between the Employee and his/her supervisor to schedule vacation time as to minimize the amount of carry over hours. In the event that vacation time cannot be scheduled, an Employee will receive pay in lieu of paid time off for all vested paid vacation benefits that exceed the maximum that can be carried over.

It is the employee's responsibility to be aware of his/her accrued and available vacation and/or sick leave at the time of making a request to be absent. Any absence from duty, which has not been previously requested and approved in advance, will be considered as Absence Without Leave (AWOL) and the employee will record the absence (based on allowance of the 20% staffing requirement) as either accrued and available vacation or sick leave.

Vacation Benefits for bargaining unit employees on the Active Payroll of the Company are as follows:

Years of Service	Annual	Per Pay Period Accrual Rate
Less than 3	**96.0**	**3.6923**
3-10	**136.0**	**5.2307**

>10	**176.0**	**6.7692**

(C) Employees may only utilize LWOP with Management approval, if LWOP is not approved the employee will use vacation and or sick banks.

(D) Vacation Benefits for an Employee who terminates or is Terminated, Laid Off, or who entered the Armed Forces.

An employee who has vested vacation with pay which has not been used at the time he terminates, is terminated, enters the Armed Forces, is laid off, or who dies shall receive such pay for such unused vested vacation.

(E) Scheduling of Vacation

1. Consideration will be given to the employee's personal plans and preference for a suitable time which is acceptable, except that no more than one preferred vacation period or date per employee may be scheduled in any one calendar year. The Company shall endeavor to honor vacation requests as scheduled. If a conflict exists, the appropriate Supervisor shall use his best efforts to solve them, however mission requirements must be met.

2. Earned vacation may be taken in consecutive weeks, in one (1) week, or in one (1) day increments with seventy-two (72) hours of advanced notice. Once an employee has submitted a vacation request, the supervisor shall notify the employee in writing within twenty-four (24) hours after submission of vacation request of the approval/disapproval of vacation. Vacation may also be used in increments of no less than one hour provided the vacation requested is approved at least twenty-four (24) hours in advance. A twenty percent (20%) maximum vacation threshold (or a minimum of one employee) will be set in each work center. Within such thresholds, employees may take all earned vacation in half-day increments by calling in one hour before the start of the scheduled shift. An employee who clocks in at his normal scheduled start time shall be allowed to use vacation in one (1) hour increments.

Section 2 - Military Reserve Training Leave

An employee on the active payroll of the company who is required to engage annually in military reserve training, based on proper documentation submitted to the Company, shall be granted a leave of absence for the period of “annual training” of up to eighty (80) hours (“annual training” is not defined as the monthly commitment) and shall be paid the difference between the total pay/allowances received for the training period and the amount of wages the employee would have received for his normal work schedule. Normal, for the purposes of this section shall mean the employee’s normal work schedule at the employee's base rate of pay, including flexible benefit credit.

Section 3 - Bereavement Leave

(A) Funeral leave of three (3) days shall be granted for an employee to attend a funeral or interment of a member of the following family members: father, mother, spouse, **domestic partner,** sister, brother, child, mother-in-law, father-in-law, step child, foster child who dies while placed in the employee’s home by a State Agency, step-mother, and step-father. Additional unpaid leave of absence may be granted if the above three (3) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time off. If an employee must attend services which include travel greater than 500 miles round trip, one (1) additional day or a total of four (4) days shall be granted.

(B) Funeral leave of two (2) days shall be granted for an employee to attend a funeral or interment of a member of the following family members: employee's great grandparents, grandparents, great grandchildren, grandchildren, brother-in-law, sister-in-law, daughter-in- law, son-in-law and grandparent-in-law. Additional unpaid leave of absence may be granted if the above two (2) days is insufficient provided the request for the additional unpaid time off is submitted in advance of such time off. If an employee must attend services which include travel greater than 500 miles round trip, one (1) additional day, or a total of three (3) days shall be granted.

(C) For the purposes of this Section 3 funeral leave shall mean the employee's normal work schedule at the employee's base rate of pay, including flexible benefit credit.

Section 4 – Leaves-Without-Pay

(A) Leaves of absence up to forty hours without pay may be granted at the sole discretion of the Program Manager. A request for leave must be submitted on a Request for Leave of Absence form and approved in writing by the Program Manager prior to the effective date of the leave. Leaves of absence up beyond forty hours and up to thirty days may be granted by the Division HR Lead with concurrence by the Division Lead. A copy of the approved or denied request must be given to the employee. A leave of absence may be extended only by the Division HR Lead or his or her designee. An employee who is denied such a leave by the Corporate Labor Relations Lead may appeal that denial to the Program Director.

(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 Program Manager 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, 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) Extended military leaves of absence will be administered in accordance with the Uniformed Member Employment Rights Act.

(H) Employees who are on medical leave of absence, MLOA, due to an on-the-job injury will not be terminated until after eighteen (18) months from the last day worked. All other medical leave-of absence will be terminated after six (6) months.

(I) **Precise, Albers and Riveter Employees**: For the first twelve (12) weeks of an employee's leave of absence, benefit coverage will continue during pay periods in which the employee does not receive pay and does not make their employee benefit contributions. Employee benefit premium contributions that are not withheld from an employee's pay or otherwise paid by the employee during their leave of absence will go into arrears, excluding Spending Accounts and 401(k) deferrals and loans. Arrears/unpaid employee contributions will accrue each pay period for the first twelve (12) weeks of an employee's leave of absence. Once the employee receives a check with any type of pay, they will be expected to pay one (1) current pay period's benefit coverage deductions and one (1) arrears pay period's benefit coverage deductions. Such deductions will be withheld from each paycheck until all amounts in arrears are paid. Alternately, the employee may remit owed premiums to the Company while still on leave of absence to decrease arrears payments upon their return to work.

If an employee, for whatever reason, does not return to work upon the completion of twelve (12) weeks of leave, then the employee will be responsible for remitting owed premiums each pay period to ensure continued benefit coverage. If the employee fails to remit these payments, they will lose benefit coverage.

SOL Engineering Employees: After three (3) payrolls of missing deductions, the employee will be responsible for paying their employee portion of the premium to the company while on leave of absence to alleviate cancellation of said policy.

Vertex Employees: After three (3) payrolls of missing deductions, the employee is automatically put on Direct Bill status through the company's third-party administrator. If a payroll deduction taken doesn't cover the full amount of that deduction or set of deductions, Direct Bill allows a solution to pay outside of the payroll process while on leave. Communications with instructions for payment are provided to all employees on leave of absence. All payments will be due on the first of the month, with a grace period of 30 days. Businessolver will send reminders as a courtesy on the 15th of the month the payment is due. After the 30-day grace period, terminations are effective as of the paid-through date. A termination letter is sent to the employee. (This process takes place between the 15th and 20th of the month for the prior month.)

Upon return to work, the amount paid while on Direct Bill will be applied to adjust the balance in payroll. Benefits will be reinstated (if applicable) and payroll deductions will start. Direct Bill will then have an end date applied. Any uncollected arrears will be limited to the following maximum amounts (in addition to the regular deduction amount) per pay period for these benefits:

Medical Insurance - $100.00 maximum
Dental Insurance - $50.00 maximum
Vision Insurance - $20.00 maximum

These additional deductions will continue until all arrears have been collected. At that time, wage deductions will continue at their set rate.

Section 5 – Holidays

Employees shall be granted the following holidays yearly during the life of the agreement:

New Year's Day

Martin Luther King Jr. Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

(A) Full pay for eight (8) hours at the Employee base rate of pay, except as provided for in Article VIII, Section 12 and 13.

(B) Should any the above-named holidays fall on a Saturday or Sunday, the day observed by the Federal Government shall be considered the holiday. Should any of the above-named holiday fall on an employee's regularly scheduled day off, the holiday will be observed on a regular workday scheduled by the Company.

(C) The Company reserves the right to require employees covered in this Agreement to perform work on holidays or re-scheduled holidays in order to meet contractual requirements. When such work is required, employees selected shall be given as much advance notice as possible. When such work is required the employee will be paid at the rate of time and one half for all hours worked on such day designated as a paid holiday (in addition to the holiday pay required in this article VII, Section 5) provided the employee works eight (8) hours per day or takes a full day of scheduled vacation on each of the other regularly scheduled days of that employee's work week.

(D) If the Government prevents a **Bargaining Unit** employee from performing his duties under the Contract, he will be paid for the actual work time lost at the base rate of pay; not to exceed forty (40) hours annually.

Section 6 - Lunch Periods

All employees covered in this Agreement shall be granted a minimum of two paid fifteen (15) minute breaks, one in the middle of the first half of the shift and one 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. The timing of such lunch and break periods may be occasionally adjusted to meet customer requirements.

Section 7 - Jury Duty

(A) When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to serve as a witness at the request of the Company, he shall be paid for eight (8) hours at the employee's base rate for that day in lieu of reporting to work, except when such a duty is scheduled on the employee's regularly scheduled day off or when the employee is excused from jury duty by 10 AM or earlier. Employees released from jury duty by 10 AM will report to work on first shift to complete their eight (8) hour day when serving in St. Mary's or Calvert County.

In order to receive pay under this section the employee must deliver to the Group Supervisor the summons calling him for such duty within three (3) working days after it is received by him.

(B) In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's standard workweek or for hours in excess of the employee's regular scheduled work shift.

(C) An employee must promptly notify his Group Supervisor of any notice the employee receives to report for jury duty and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, and the compensation paid, excluding transportation allowance. Certification from the court clerk must be obtained and turned in to the payroll section for all days the employee is required to appear.

(D) In no event shall payment under this Article be made to an employee who is on non-scheduled compensatory or approved time off.

Section 8 – Uniforms

(A) The Company will provide uniforms: eleven (11) shirts, eleven (11) pants, and either two (2) jackets or (2) coveralls for all employees per contract year. The cost of laundering these items provided by the Company will be borne by the Company. If the employee selects jackets, he or she may wear coveralls provided that such coveralls are: paid for by the employee; the same color as those provided by the Company; and maintained by the employee in a neat and clean condition. The Company will provide patches which the employee may affix to such coveralls.

(B) Company provided uniforms will be worn during working hours.

(C) All employees covered under this Agreement shall be allowed to tastefully display a Company and customer approved Union logo patch on their shirts, jackets and coveralls during working hours.

(D) Employees covered under this Agreement shall be allowed to wear Union tee shirts approved by Site Manager.

(E) Employees covered under this Agreement may wear solid colored tee shirts to work provided he or she has in his or her possession a standard collared uniform shirt to wear as directed by the Company.

(F) Employees may wear only those ball caps provided by the Company. Employees may also wear knit caps, purchased by the employee, in solid colors of either, navy blue; black; or grey.

(G) **Employees in these job classifications: Computer Programmers, Computer Operators, Librarians, Production Control Clerks, and Personnel Assistants** may wear the existing uniform shirts or selects up to **6 Company provided polo shirts upon hire. When a polo shirt becomes unserviceable, with management approval, the company will replace the polo shirt at no charge to the employee.** In addition to the existing uniform pants, at their option, **these job classifications** may wear business casual slacks. The option for the uniform cleaning service will not be provided for the Polo shirts or the personally purchased business casual slacks. In addition to the grey, **these job classifications** have the option of wearing black business casual slacks (provided at their own expense.)

(H) Any employee attending off site meetings will have the option to dress in business casual in lieu of the regular uniform. At any time if the supplied uniform does not fit because of pregnancy, the employee may purchase and wear professional looking maternity clothing. Skirts are authorized, but Capri pants are not. Office personnel will not be required to wear steel toe shoes. The uniform requirements do not apply to new hire employees until uniforms are issued (i.e. new hires will not be required to purchase industrial clothing prior to uniform issue).

(I) The Company and the Union shall meet to discuss alternatives to paragraph (A) of this Section 8.

Section 9 – Safety Shoe/ Foul-Weather Gear Allowance

Effective April 1, 2021 the safety shoe/ foul-weather gear allowance shall be $165.00 in each calendar year for the purchase or repair of safety shoes/ foul-weather gear; and the purchase of a cold weather coat (navy blue, black, grey, or tan) within thirty (30) days after the employee's anniversary date; provided the employee submits a receipt for such purchases. Such a receipt(s) must include date of purchase; merchant; details of order; and, acknowledgement of payment. The Company and the Union, upon mutual agreement, may elect to implement a Company-contracted service that would provide employee credits to be used for the purchase of uniforms; safety shoes; and/or foul-weather gear.

Section 10 - 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 Testing, 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. **While the Company agrees to cover the expenses related to these medical examinations, the Company is not financially responsible for any follow-up medical care, treatments or interventions that may become necessary as a result of the findings of these examinations. Such follow-up care is the sole responsibility of the Employee.**

With prior notice to the Company, an off-shift employee's start time will be the start of a government required security interview.

Section 11 - Employee Benefits

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

Section 12 - Temporary Duty Assignments (TDY)

(A) Employees who are temporarily assigned away from the work site, to which they are permanently assigned to perform work for the Company, shall have their transportation provided for by the Company. Such employees shall be given an Allowance, prior to the date of travel, for the purpose of purchasing meals and incidentals, and rooms when a debit card is not issued.

(B) 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.

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

(D) Reimbursement of expenses will be made by a separate check if the expenses are claimed 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. Per Diem claimed on the employee’s time sheet will be reimbursed through the normal pay cycle on the employee’s paycheck.

(E) 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 shall not exceed eight (8) hour a day for up to five (5) travel days. Special authorization must be given to exceed the five (5) day requirement. Travel time is considered time worked for the purpose of computing overtime.

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

(G) Employees are required to submit all travel related expenses for reimbursement three (3) working days after their return to work.

Section 13—Sick Leave

(A) Effective April 1, 2021, employees will accrue 0.615 hours of paid sick leave per week in which pay is earned. Effective April 1, 2022, employees will accrue 0.769 hours of paid sick leave per week in which pay is earned. Sick leave balances will be updated in the Human Resources Information System bi-weekly during payroll processing for Vertex and Precise employees.

(B) Employees who are prevented from reporting for work must call their supervisor or the Group Manger 30 minutes prior to the start of work. Employees at work must notify their supervisor that they need to leave work because of illness or to care for a family member.

(C) Sick leave hours may be scheduled in full one-hour increments. Employees are responsible for not exceeding accrued sick leave balances.

(D) Employees will be allowed to carry over sick leave credit from year to year up to a total of fifty-six (56) hours. Hours in excess of fifty-six (56) that exist in a new calendar year are no longer available. Sick Leave in excess of the carryover will be use or lose. Sick Leave will not be paid off on termination of employment. The sick leave carryover amount is determined by the end of the last full pay period of the calendar year.

(E) An employee on an authorized medical leave, including workers compensation may use available sick leave.

Section 14 - Paid Maternity

The Company shall provide one (1) week of maternity leave at the Bargaining Unit Member’s regular base rate of pay, regardless of years of service, following the birth of a child. The pay a bargaining unit member receives when using maternity leave will be the same pay the Bargaining Unit Member would receive if the Bargaining Unit member were using annual leave. In no case will the Bargaining Unit Member receive more than one (1) weeks of maternity leave in a rolling 12-month period, regardless

of whether more than one birth event occurs within that 12-month timeframe. The occurrence of multiple births (I.E. twins) does not increase the maternity leave for the event.

ARTICLE VIII

PAY PROVISIONS

Section 1 – Wages

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 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 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 vacation and paid holidays, and COVID-19 Detachment quarantine; work-related exposure or contact tracing (while performing assigned duties) directed quarantine.

(D) Overtime shall be subject to policies established for each Work Center. The parties shall establish overtime policies while keeping fairness in the distribution of overtime to qualified personnel.

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 work for any period.

(B) The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).

(C) The pay week shall begin at 0001 hours on Saturday and end at 2400 hours Friday. 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.

(E) Hours Adjustments - The parties agree that work schedules may need to be temporarily altered to meet the compelling personal needs of employees from time to time on an exception basis only.

To accommodate partial day absences that are anticipated an employee may request at least forty-eight (48) hours in advance where practical to alter his/her regularly scheduled hours of work within a workweek. For example, an employee may plan to work two extra hours on Monday in order to leave two hours early for a personal commitment on Tuesday. Work schedule modifications may only occur with prior notification and prior approval of the applicable Group Manager operating requirements permitting in each particular instance. When an employee's request is turned down, he or she and the applicable Steward shall be told the reason. The decision of the Group Manager is final subject to review by the Program Manager.

Section 4 - Pay Period

(A) Pay checks shall be issued to employees within seven (7) days after the last day of the pay period and shall represent the earnings of the employee from Saturday, the beginning of the first week through Friday 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.

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 improvements in this Agreement are effective **September 3rd** of each year of the CBA with the exception of Annual Enrollment elections for Medical, Dental, and Vision, which are effective January 1st of each year.

Section 8 – Premiums

The number of premium categories, and staffing levels in each, will be determined by each Directorate based on mission requirements.

(A) Aircrew Premium 1: Qualified Aircrew members (excluding pilots) who have been identified as crew members that will likely fly 200 hours or less within a government fiscal year shall receive two (2) times their base hourly rate for each hour flown.

(B) Aircrew Premium 2: Qualified Aircrew members (excluding pilots) who have been identified as crew members that will likely fly greater than 200 hours in a government fiscal year will receive a $2.25 per hour premium for all straight time hours worked.

(C) Shipboard Premium: An employee assigned to a ship at Sea (not at a dock) will receive a 20% premium of base pay for hours worked up to 40 hours per week.

(D) Aircraft Engine Turn/APU Qualifier: An employee (excluding pilots) certified by a Ground Flight Representative shall receive a premium of **fifty cents ($0.50)** per hour for all straight time hours worked. An APU Qualifier (also Engine Turn Qualified) is not entitled to both premiums for all hours worked.

(E) CDI, CDQAR: Employees (excluding inspectors) certified as CDI or CDQAR shall receive a premium of **one dollar ($1.00)** per hour for all hours worked.

(F) All job openings involving the premiums above except for Shipboard Premium will be filled according to Article V, Section 2.

(G) Plane Captain Premium: An employee certified as Plane Captain on three or more (two of which are multi-engine and one of which is single engine) different type/model aircraft shall receive a premium of $0.20 for all hours worked. To meet the premium requirement, VX-20 employees need only certify as “Plane Handler” on two different type/model multi-engine aircraft.

(H) Aircraft Engine Turn Qualified: An employee (excluding Pilots) certified as engine turn qualified on three or more (two of which are multi-engine and one single engine) different type/model aircraft shall receive a premium of **forty cents ($0.40)** for all hours worked. To meet the premium requirement, APU qualification will count as an engine for VX-20 employees only.

(I) Fuel Cell Confined Space Premium: An employee who is certified to work in confined space to repair or inspect a fuel cell shall receive a premium of twenty-five cents ($0.25) for all hours worked.

(J) V-22 Blade Fold and Wing Stow: An employee who is certified to perform Blade Fold and Wing Stow shall receive a premium of twenty-five cents ($0.25) for all hours performing such work.

(K) When an employee covered under this agreement is placed in a detachment coordination position where the scope of the detachment is aircraft maintenance related to facilitate the maintenance coordination responsibilities he/she shall be paid two dollars ($2.00) per hour differential above the employee’s base rate of pay for all hours worked when the detachment involves more than three (3) employees.

(L) When an employee covered under this agreement is placed in a temporary position to fill in for an absent Crew Leader /Work Center Supervisor where the scope of duties is aircraft maintenance related to facilitate the maintenance coordination responsibilities he/she shall be paid two dollars ($2.00) per hour differential above the employee’s base rate of pay for all hours worked.

(M) A seventy-five cent ($0.75) SPOC Premium will be paid in those shops under the terms of Article V, Section 4 where the Company determines that:

1. There is currently no direct supervision assigned and the work center has less than 10 personnel assigned, and more than 2 persons assigned:
2. The shop does not have a standard work instruction:
3. An individual is designated to be responsible for shop administration duties:
4. An individual is designated to be responsible for pass down and shop workload distribution:

5. An individual may be required to attend maintenance meetings:

- VX-23: Day Shift PR Shop; Night Shift PR Shop; Night Shift Ordnance Shop
- VX-20: Day Shift Wash Crew; Day Shift PR Shop; Night Shift AME Shop; Night Shift PR Shop, Night Shift T-2 Shop
- TPS: Day Shift PR Shop; Day Shift GSE Shop; Night Shift AME Shop; Night Shift PR Shop, Night Shift Corrosion Shop; Mid-Shift Corrosion Shop
- HX-21: Day Shift PR Shop

As circumstances change other shops may be added or deleted.

(N) A phase coordinator (PC) is an aircraft mechanic, who has successfully completed the PC syllabus and is assigned to a specific phase to provide continuity throughout the process. When it is determined that a CBA PC will be assigned to the phase, the PC must have specific knowledge of Type/Model/Series to be an effective coordinator on all facets of the look phase, fix phase maintenance and modifications during a phase event to achieve performance and schedule metrics. Assist management to provide initial achievable goals for schedule, quality and man hours. This person must have the core competency and proficiency to ensure effective and efficient throughput to provide a quality product to the customer. Some of those principal core proficiencies required are:

- Full understanding of OPNAVINST 4790 series, to include comprehension and understanding of Chapter (2) as it pertains to the Phase maintenance.
- Coordinate pre-phase planning with all concerned parties, i.e. Projects, Supply, and Logs-Records etc.
- Be able to review/understand and up-date the Aircraft Discrepancy Book (ADB).
- Must have a full understanding and be able to make entries in NALCOMIS OOMA data base.
- Coordinate all maintainers' maintenance workflow throughout the entire phase process that achieves effective use of personnel.
- Ensuring that daily status is reviewed with Maintenance Control and to continuously provide process improvements where needed.
- Continuous review of all In-processes (IP's) to ensure continuity in all work process to reduce the potential for rework.
- Participate in post phase FCF briefs with Maintenance Control and the Quality department prior to release to pilots.

Effective August 1, 2013, PC will receive a one dollar ($1.00) per hour premium for hours worked as a PC. The PC will receive another $0.25 per hour for those same hours worked as a PC for meeting established look phase/Technical Directive installation man hours within +10% of the initial goal. The PC will receive another $0.25 per hour for those same PC hours for no phase package documentation rejections that cause a delay of more than one day. The PC position is not used in all squadrons.

(O) COMSEC $1.00 per hour for all hours worked.

(P) Confined Space Rescue Premium- Confined space rescue certified employees will receive a premium of one dollar and twenty-five cents ($1.25) per hour for all hours worked spent performing the task.

(Q) All employees assigned to manage a NAMP program shall receive a one-dollar ($1.00) premium for all hours worked. No employees shall be assigned more than four (4) programs.

(R) A&P certified Mechanics using the A&P certificate in the course of their normal duties shall receive a premium of one dollar and ten cents ($1.10) for all hours worked.

(S) Employees Required to obtain A Top-Secret Clearance: Employees at NTWL that, per guidance from the US Government, be required to possess a Top-Secret Clearance to work on certain aircraft:

- **Employees required to maintain a Top-Secret Clearance will be paid $2.00 (two dollars) more per hour for all hours paid in a pay period.**
- **Employees unable to obtain a Top Secret Clearance will be allowed to move to work centers that do not require a Top-Secret Clearance.**

Section 9 – Ordnance Pay Differential

Ordnance certified employees regularly assigned to Quality Control, AME, PR or an Ordnance Work Center will receive a four (4) percent per hour ordnance differential for all hours worked. Ordnance certified employees who assist in ordnance events as a team member but are not regularly assigned to Quality Control, AME, PR, or an Ordnance Work Center will receive a four (4) percent per hour ordnance differential for hours worked as such a team member.

Section 10 – UX-24 Pay and Premiums

Effective November 1, 2019 the following CBA classifications, hourly wages, and special premiums applicable to UX-24 employees are agreed to. All other premium pay currently existing in the Pax River CBA will apply to UX-24 employees where applicable.

(A) UX-24 Aircraft Quality Control Inspectors will receive, in addition to the CBA hourly wage, a GMVO premium of $1.30 per hour effective November 1, 2019 and must ensure they obtain the GMVO qualification within 6 months. If the employees are prohibited from getting the qualification due to unavailability of aircraft to train on, then additional time will be provided to obtain the qualification. This premium will be paid for 40 hours per week, or all hours worked in the case of overtime, and applies to all paid time off.

(B) UX-24 Aircraft Mechanics will receive, in addition to the CBA hourly wage, a GMVO premium of $1.30 per hour effective November 1, 2019 and must ensure they obtain the GMVO qualification within 6 months. If the employees are prohibited from getting the qualification due to unavailability of aircraft to train on, then additional time will be provided to obtain the qualification. This premium will be paid for 40 hours per week, or all hours worked in the case of overtime, and applies to all paid time off.

(C) **UX-24 employees who perform avionics/electronics work will be classified under the Pax CBA as Electronic Technician Maintenance III.**

(D) **Any employee designated by the Company to be assigned as an Aircraft Mechanic Crew Lead will receive a premium of $3.00 per hour for 40 hours per week, or all hours worked in the case of overtime, and applies to all paid time off.**

(E) **Any employee designated by the Company to be assigned as an Electronic Technician Maintenance III Crew Lead will receive a premium of $3.00 per hour for 40 hours per week, or all hours worked in the case of overtime, and applies to all paid time off.**

Section 11 - 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 scheduled for or 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, flexible benefit credit and all applicable premiums. An employee called back to work 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, flexible benefit credit 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 12 - 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.

(B) Employees who are required to work a day shift as their regular working hours who are asked to work an off shift will receive a shift differential for hours worked per paragraph (C) below.

(C) An employee who is required to start his or her workday on an off-shift between Noon (1100 hours for UX-24 only) and 5:59 AM shall receive a shift differential of eighty cents ($0.80) per hour for up to forty (40) hours of such off-shift hours. When an employee is required to work such an off-shift after having worked forty (40) hours in a work week, the employee will receive a shift differential of one dollar and fifteen cents ($1.15) per hour for those hours working such off-shift for hours over forty (40) hours.

Section 13 - Compressed Work Schedule

(A) The Company at the request of the customer shall implement a Compressed Work Schedule plan in any area designated by the customer. The work week in an area designated for a Compressed work schedule will be defined as commencing at 11:00 AM on Friday and operating through 10:59 AM on the following Friday. In such a designated Compressed Work Schedule area, half of the employees at each such applicable area alternately work a Schedule A work week and a Schedule B workweek while the other half of the employees alternately work a Schedule B and Schedule A workweek. 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. A Schedule A: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday.
2. A Schedule B: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday and eight (8) hours on Friday.

(B) 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 receive n ine (9) hours of holiday pay.

Section 14 – Alternate Workweek Schedule

(A) The company may establish an Alternate Work Week Schedule (AWWS). This AWWS will be from Friday through Monday from 05:59 through 17:00.

(B) 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.

(C) An AWWS employee on an approved day of vacation on a regularly scheduled AWWS workday will be paid for ten (10) hours of paid vacation.

(D) An AWWS employee who has a regularly scheduled workday on the day observed as a paid holiday will receive ten (10) hours.

(E) 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.

(F) 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.

(G) An AWWS employee who is scheduled for Bereavement Leave on a regularly scheduled AWWS workday will be given ten (10) hours of pay on such day(s).

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

(I) When a Union Steward is called in by the Company to perform representational duties on a Saturday or Sunday, the employee will be paid by the Company for such time performing those duties.

(J) In the event that AWWS workday hours result in difficulty meeting customer flight schedule requirements, the parties agree to re-negotiate such hours and the effects of such a change.

Section 15 – Tardy at the Gate

In the event that an employee can provide verifiable proof that he or she was delayed at the gate or hangar security entrance due to circumstances beyond his or her control or unanticipated event on a non-reoccurring basis the employee shall be permitted to make up the lost time at the end of the shift on that day operating requirements permitting. Provided the employee does provide such verifiable proof, he or she will not be charged with unauthorized absence.

ARTICLE IX

JOB DESCRIPTIONS

Section 1 - Application of Job Descriptions

(A) Current job descriptions remain in effect and describe typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements do not fit all specific individual work assignments.

(B) All jobs covered by this Agreement are subject to the requirements that may include but are not limited to: may be required to provide OJT and or production instruction/direction to lesser skilled employees, may be required to maintain applicable certifications, qualifications and licenses may be required to become qualified on different equipment/systems, work shift work, overtime, travel (domestic, international and shipboard), pass physical requirements, demonstrate applicable oral and written communications skills and obtain/hold a security clearance at an applicable level and/or maintain visit request status. All work is to be performed in accordance with applicable military, commercial or Company procedures.

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

Signature of the Parties

In witness, thereof the parties hereto have caused this Collective Bargaining Agreement to be executed by their authorized agents June 29, 2023.

For the Company:

Lorie Osborne
Director, Labor Relations
Vertex

Christopher Abrams
Director of Programs
Vertex

Kenneth Alm
Site Manager
Vertex

Antony Garcia
Deputy Site Manager
Vertex

Donald R Smith

Donald Smith
Sr. Director Human Resources
Vertex

Travis Jones
Human Resources Manager
Vertex

For The International Association of Machinists and Aerospace Workers:

Mark Duval
Assistant Directing Business Representative

Robert Evans
Negotiating Committee

Joey Santerre
Negotiating Committee

Nicholas LaCava
Negotiating Committee

Cindy Wade
Negotiating Committee

Matthew Hartman
Negotiating Committee

For the Company:

Christina Payne

Christina Payne
Precise Systems, INC

Mark Altshuler

Mark Alshuler
Albers Aerospace

for [illegible]

Jackie Albers
Riveter Defense

Carol Dorsey

Carol Dorsey
SOL Engineering

For The International Association of Machinists and Aerospace Workers:

[illegible]

Daniel Grzemkowski
Negotiating Committee

[illegible]

Cory Hutcherson
Negotiating Committee

APPENDIX A

Wages

Job Classifications	Contract Start	3.00%	3.00%	6.00%	4.00%	3.50%	3.00%
	9/3/2022	4/1/2023	6/1/2023	9/3/2023	9/3/2024	9/3/2025	9/3/2026
A/C Mechanic	$38.81	$39.97	$41.17	$43.64	$45.39	$46.97	**$48.38**
A/C Worker	$31.85	$32.81	$33.78	$35.81	$37.24	$38.54	**$39.70**
A/C Helper	$25.67	$26.44	$27.23	$28.86	$30.02	$31.07	**$32.00**
A/C Quality Control Inspector	$40.92	$42.15	$43.41	$46.01	$47.86	$49.53	**$51.02**
A/C Painter	$37.17	$38.29	$39.44	$41.81	$43.48	$45.00	**$46.35**
Maintenance Test Pilot	$64.21	$66.14	$68.11	$72.20	$75.08	$77.71	**$80.04**
Elect. Tech Main II	$38.26	$39.41	$40.59	$43.03	$44.75	$46.31	**$47.70**
Elect. Tech Main III	$41.69	$42.94	$44.23	$46.88	$48.76	$50.47	**$51.98**
Tools and Parts Att	$29.66	$30.55	$31.47	$33.36	$34.69	$35.91	**$36.98**
Computer Oper III	$32.98	$33.97	$34.99	$37.09	$38.57	$39.92	**$41.12**
Computer Prog II	$40.72	$41.94	$43.20	$45.79	$47.62	$49.29	**$50.77**
Computer Prog III	$48.23	$49.68	$51.16	$54.23	$56.40	$58.37	**$60.12**
Librarian	$42.84	$44.13	$45.44	$48.17	$50.09	$51.85	**$53.40**
Librarian Tech	$29.99	$30.89	$31.82	$33.73	$35.08	$36.31	**$37.40**
Supply Tech	$37.46	$38.58	$39.74	$42.12	$43.81	$45.34	**$46.70**
Warehouse Spec	$27.99	$28.83	$29.69	$31.47	$32.73	$33.88	**$34.89**
Prod Control Clerk	$32.98	$33.97	$34.99	$37.09	$38.57	$39.92	**$41.12**
Automotive Worker	$31.20	$32.14	$33.10	$35.09	$36.49	$37.77	**$38.90**
Sr Production Control Clerk	$38.81	$39.97	$41.17	$43.64	$45.39	$46.97	**$48.38**
Motor vehicle Mech	$35.04	$36.09	$37.17	$39.40	$40.98	$42.41	**$43.68**
Stock Clerk	$22.77	$23.45	$24.16	$25.61	$26.63	$27.57	**$28.39**
Personnel Assistant I	$23.58	$24.29	$25.01	$26.51	$27.57	$28.54	**$29.39**

APPENDIX B

Health & Welfare Plans

The Company will make available a Group Insurance Plan to all employees covered by this Agreement. The Insurance plan will include medical, dental, vision, term life, accidental death and dismemberment insurance, a prescription drug program and short-term disability insurance (STD).

The Company may find it necessary or desirable to amend, revise or replace some or all of the plans during the life of this Agreement between the Parties. Such changes may be needed based on Company ownership changes, cost-containment, improved coverage, legally required, or changes imposed by the carrier. In the event that material or substantive changes need to be made to the Health & Welfare Benefit plans, the Company will engage in effects bargaining.

Part-time benefit eligible employees who average 20+ hours per week are eligible for the same benefits as all other benefit eligible employees covered under this CBA.

Medical, dental, vision insurance and a prescription drug program will be available for dependents of all employees. The coverage will begin the first day of hire and will end the last day of the month of the employee's termination date. For Precise Systems and Albers Aerospace employees: coverage will begin on the first day of the month after hire.

The Vertex standard Medical, Dental, and Vision plan options and Voluntary plan benefits described in this Agreement are identical to the plans of the same name which are offered to the Company's salaried population. As such, any modifications, eliminations or plan changes made to the salaried population's plan benefits during the term of this Agreement will also be applied to the Vertex standard Medical plan options, Dental, Vision, and Voluntary plan benefits described in this CBA. Precise Systems and Albers Aerospace employees will be provided similar plans.

The Company will make available Flexible Spending accounts, which are Health Care Flexible Spending Account (HCFSA) and Dependent Care Flexible Spending Account (DCFSA). These plans are offered through a 3rd party vendor chosen by the plan sponsor. The IRS sets the contribution limits annually.

Opt Out Credit:

An hourly Opt Out Credit per pay period (maximum of 80 hours per pay period) will be provided to employees who decline medical coverage through the Company and provide sufficient proof of other qualified major medical coverage {including TriCare). If acceptable proof is not provided within 30 day new hire window or if employee's Opt Out Credit eligibility is due to a qualifying life event, Opt Out Credits will begin on the first of the month following the date qualified proof of other coverage is reviewed and accepted by HR. Only active employees (not in a Leave of Absence status) are eligible for Opt Out Credits.

For purposes of the Opt Out Credits, eligible Hours are calculated based on straight time **paid.**

Plan	**1/1/2024**	**1/1/2025**	**1/1/2026**	**1/1/2027**
Opt-Out Medical Plan	$3.15/hour	$3.15/hour	$3.15/hour	$3.15/hour

You may not be a dependent on another employee's medical coverage and receive Medical Opt-Out benefits. Employees receiving the credit may enroll in any other benefit, other than Company offered medical coverage. Employees must (1) Elect the Medical Opt-Out plan and (2) Furnish annual proof of eligible medical coverage during the initial enrollment time period and at the beginning of each plan year to qualify for the Medical Opt Out credit.

a. Employees who Waive medical coverage and do not provide proof of other eligible medical coverage, do not qualify for the Medical Opt-Out credit.

b. Employee must immediately notify the Company if they lose coverage outside of the Company-offered medical plan. If an Employee's alternative health coverage ends, the Employee will not be eligible to participate in the opt-out program. The Employee must immediately notify the Employer of any loss of alternative coverage.

c. Eligible coverage is NOT from the individual market (either on or off the Market Place/Exchange) and meets the Affordable Care Act (ACA) guidelines of Minimum Essential Coverage (MEC).

d. Any Opt-Out credits paid to the employee when not eligible will be repaid to the Company.

e. The Medical Opt-Out credit will be managed in a manner consistent with applicable plan documents and federal regulations, including Medicare Secondary Payer rules.

Flexible Benefit Credit

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

For purposes of the Flexible Benefit Credits, eligible Hours are calculated based on straight time paid.

Benefit	**1/1/2024**	**1/1/2025**	**1/1/2026**	**1/1/2027**
Flexible Benefit Credit	**$3.00/hour**	**$3.00/hour**	**$3.00/hour**	**$3.00/hour**

Medical

Employees will be offered a Company preferred High Deductible Healthcare Plan with a Health Savings Account established for qualified medical expenses. Employees enrolled in the preferred High Deductible Healthcare Plan may be eligible to establish a Health Savings Account (HSA).

The premiums for these plans are as follows and will not increase beyond 10% each year for the remainder of the CBA.

Vertex Premiums

	Employee Bi-Weekly Rates					
	Tier of Coverage	Anthem BCBS POS 1	Anthem BCBS HDHP	Aetna Dental	VSP Vision	VSP Vision Buy Up
Current through 12/31/2023	Employee Only	$64.81	$56.92	$2.20	$0.49	$0.83
	Employee+ Spouse	$146.34	$128.52	$4.79	$1.14	$1.96
	Employee + Child(ren)	$112.80	$99.06	$5.87	$0.86	$1.47
	Family	$189.19	$166.14	$9.16	$1.51	$2.60

The Company will provide to all employees enrolled in a HDHP a critical illness rider policy.

Precise Systems Premiums: Medical

United Health Care High Deductible Transitional Plan 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$123.32	$56.92
EE+Sp	$278.45	$128.52
EE + CH	$216.46	$99.06
Family	$359.98	$166.14

United Health Care Co-Pay Plan 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$140.43	$64.81
EE+Sp	$317.07	$146.34
EE + CH	$244.41	$112.80
Family	$409.91	$189.19

Precise Systems Premiums: Vision

Guardian VSP (VSP Plan Plus) 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$1.80	$0.83
EE+Sp	$4.24	$1.96
EE + CH	$3.19	$1.47
Family	$5.63	$2.60

Guardian Davis (VSP Plan) 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$1.06	$0.49
EE+Sp	$2.47	$1.14
EE + CH	$1.87	$0.86
Family	$3.27	$1.51

Precise Systems Premiums: Dental

Guardian Dental Value Plan (PPO) 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$4.77	$2.20
EE+Sp	$10.37	$4.79
EE + CH	$12.72	$5.87
Family	$19.85	$9.16

Guardian Dental – Network Access Plan (NAP) 2023		
	EE Monthly	Bi-Weekly 26 pays
Individual	$3.99	$1.84
EE+Sp	$8.17	$3.77
EE + CH	$9.88	$4.56
Family	$15.39	$7.10

Albers Aerospace Premiums:

2022- CBA NTWL		
HDHP3000	Bi Weekly Employee Contribution	Employee Monthly
Employee	$47.01	$101.85
Employee & Spouse	$113.76	$246.48
Employee & Child(ren)	$85.09	$184.35
Employee & Family	$156.54	$339.17
PPO1500	Bi Weekly Employee Contribution	Employee Monthly
Employee	$59.03	$127.90
Employee & Spouse	$142.85	$309.51
Employee & Child(ren)	$106.84	$231.50
Employee & Family	$196.57	$425.90
Dental 1000	Bi Weekly Employee Contribution	Employee Monthly
Employee	$2.76	$5.98
Employee & Spouse	$5.52	$11.95
Employee & Child(ren)	$6.33	$13.72
Employee & Family	$9.56	$20.72
Vision	Bi Weekly Employee Contribution	Employee Monthly
Employee	$0.51	$1.10
Employee & Spouse	$0.96	$2.09
Employee & Child(ren)	$1.13	$2.45
Employee & Family	$1.59	$3.45

SOL Engineering Services Premiums:

HEALTH INSURANCE:

Health Insurance	Rate (Monthly)	Employee Payroll Deduction (Monthly)	Employee Payroll Deduction (Bi_Weekly)	Company (Monthly)	Company (Bi-Weekly)
Employee only	$503.66	$140.42	$64.81	$363.24	$167.65
Employee + spouse only	$1,063.30	$317.07	$146.34	$746.23	$373.12
Employee + child/children only	$936.71	$244.40	$112.80	$692.31	$346.16
Employee + spouse + child/children	$1,569.63	$740.00	$341.54	$829.63	$414.82

SOL covers a portion of the cost as long as you are an active benefit eligible employee.
For more information about Blue Cross Blue Shield health insurance, go to www.bcbsms.com.

DENTAL INSURANCE:

Dental Insurance	Rate (Monthly)	Employee Payroll Deduction (Monthly)	Employee Payroll Deduction (Bi_Weekly)	Company (Monthly)	Company (Bi-Weekly)
Employee only	$40.65	$20.88	$9.64	$19.77	$9.12
Employee + spouse only	$82.51	$41.76	$19.27	$40.75	$20.38
Employee + child/children only	$100.95	$50.00	$23.08	$50.95	$25.48
nployee + spouse + child/children	$152.08	$72.66	$33.54	$79.42	$39.71

SOL covers a portion of the cost as long as you are an active benefit eligible employee
For more information about Guardian insurance, go to www.guardiananytime.com.

VISION INSURANCE:

Vision Insurance	Rate (Monthly)	Employee Payroll Deduction (Monthly)	Employee Payroll Deduction (Bi_Weekly)	Company (Monthly)	Company (Bi-Weekly)
Employee only	$9.74	$1.80	$0.83	$7.94	$3.66
Employee plus one child	$16.40	$4.25	$1.96	$12.15	$6.08
Employee plus Spouse	$16.71	$3.19	$1.47	$13.52	$6.76
Employee plus family (more than one additional person)	$26.43	$12.16	$5.61	$14.27	$7.14

SOL covers a portion of the cost as long as you are an active benefit eligible employee
For more information about Guardian insurance, go to www.guardiananytime.com.

2023 Riveter Defense NTWL Rates

HDHP3000 G9K4CHC Blue Choice Gold	Employee Bi-Weekly	Employee Monthly
EMPLOYEE	$56.92	$123.33
EMPLOYEE & SPOUSE	$128.52	$278.46
EMPLOYEE & CHILD(REN)	$128.52	$278.46
EMPLOYEE & FAMILY	$166.14	$359.97
PPO1500 G653CHC Blue Choice Gold	**Employee Bi-Weekly**	**Employee Monthly**
EMPLOYEE	$64.81	$140.42
EMPLOYEE & SPOUSE	$146.34	$317.07
EMPLOYEE & CHILD(REN)	$146.34	$317.07
EMPLOYEE & FAMILY	$189.19	$409.91
Dental 2000	**Employee Bi-Weekly**	**Employee Monthly**
EMPLOYEE	$7.97	$17.27
EMPLOYEE & SPOUSE	$16.35	$35.42
EMPLOYEE & CHILD	$21.01	$45.53
EMPLOYEE & FAMILY	$31.09	$67.36
Vison Plan	**Employee Bi-Weekly**	**Employee Monthly**
EMPLOYEE	$1.28	$2.77
EMPLOYEE & SPOUSE	$2.68	$5.81
EMPLOYEE & CHILD	$2.88	$6.25
EMPLOYEE & FAMILY	$4.61	$9.99

The Company will furnish the following group insurances at no cost to the employee. Employees are automatically enrolled:

a) Business Travel Accident Insurance (BTA)

b) Employee Assistance Program (EAP)

The Company will make available the following standard group insurances to the employee at cost. The standard group insurance plans may change annually at the company's direction but will at least include the following:

(A) Supplemental Life
(B) Supplemental Accidental Death and Dismemberment
(C) Voluntary Accidental Death and Dismemberment
(D) Dependent Life
(E) Life & Accidental Death & Dismemberment (Precise Systems employees will be offered this as one policy whereas Vertex offers this as two separate policies)
(F) Long-Term Disability

Starting with annual enrollment in **November 2023**, for an effective date of **1/1/2024**, the Company will furnish the following group insurance at no cost to the employee.

Precise Systems Employees: Short-Term Disability at sixty (60%) of base pay with no weekly maximum. The employee will have the option of “buying-up" to seventy-five (75%) percent, with no weekly maximum. The employee will pay the difference in cost between the 60% plan and the 75% plan if they elect to "buy-up." Employees who wish to enroll in the buy-up plan must go online during Annual Enrollment to elect.

Albers Aerospace Employees: Short-Term Disability at sixty-six and two thirds (66.67%) of base pay with a maximum of $2,308.00 per week. Elimination period of 7 days for injury and 7 days for illness. The employee will have the option of "buying-up" to seventy-five (75%) percent. The employee will pay the difference in cost between the 66.67% plan and the 75% plan if they elect to "buy-up." Employees who wish to enroll in the buy-up plan must go online during Annual Enrollment to elect.

SOL Engineering Employees: Short-Term Disability at sixty (60%) of base pay up to $1,000 weekly maximum and $25.00 minimum. Elimination period of 1 day for injury and 8 days for sickness with a maximum duration of 26 weeks.

Riveter Defense Employees: Short Term Disability Insurance will be provided to eligible employees with a weekly benefit percentage of sixty (60%) percent of base pay to a maximum of $1,442 per week. Elimination period of 0 days for injury and 7 days for sickness with a

maximum duration of 26 weeks. The employee will have the option of "buying-up" to seventy-five (75%) percent. The employee will pay the difference in cost between the 60% plan and the 75% plan if they elect to "buy-up." Employees who wish to enroll in the buy-up plan must do so during Annual Enrollment to elect.

Vertex Employees: Short Term Disability Insurance will be provided to eligible employees with a weekly benefit percentage of 66.67% of base pay to a maximum of$1,442 per week. Elimination period of 1 day for injury and 8 days for sickness with a maximum duration of 26 weeks. The employee will have the option of "buying-up" to seventy-five (75%) percent. The employee will pay the difference in cost between the 66 2/3% plan and the 75% plan if they elect to "buy-up." Employees who wish to enroll in the buy-up plan must go online during Annual Enrollment to elect.

Master Savings Plan/ 401(k)

The Company make available to those eligible employees covered by this Agreement a master savings plan or 40l(k).

In accordance with provisions of the plan:

(A) Employees may contribute from one percent (1%) up to and including seventy-five percent (75%) of their qualifying compensation as defined in the plan in increments of one percent (1%) on a pre-tax basis, after- tax basis or a combination of both, subject to IRS limits; Precise Systems, Albers Aerospace **and SOL Engineering** employees can contribute from one percent (1%) up to and including ninety (90%).

(B) Employees who are at least 50 years old and are contributing at the IRS dollar contribution limit or the MSP contribution limit (as specified above), may make an additional "catch-up" contribution of up to seventy-five percent (75%) of their qualifying compensation as defined in the plan in increments of one percent (1%); contributions made to another employer's qualified defined contribution plan (401k plan) are not taken into consideration for determining eligibility to participate in the catch-up contribution provision of the MSP. Combined MSP contributions and catch-up contributions cannot exceed seventy-five percent (75%) per pay- period. Precise Systems employees may make an additional "catch-up" contribution of up to ninety (90%) of their qualifying compensation.

(C) Precise Systems, Albers Aerospace, **Riveter Defense and SOL Engineering** employees can contribute from one percent (1%) up to and including ninety percent (90%).

(D) Employees will be enrolled automatically in the MSP or 401(k) savings plan if they do not actively enroll within 60 days of their date of hire:

- Precise employees will be enrolled automatically on the first day of the month following 30 days of service. Albers Aerospace employees do not have an automatic enrollment.
- Precise employees will be enrolled automatically on the first day of the month following 30 days of service.
- Albers Aerospace employees do not have automatic enrollment.

- **SOL Engineering employees - SOL employees do not have automatic enrollment. However, they are eligible for vesting on the date of hire if they enroll.**

1. Beginning with the first pay period following this 60-day period, three percent (3%) of pay will be withheld on a pre-tax basis.
2. Precise employees will have three percent (3%) of pay withheld on a pre-tax basis the first pay period of the month following 30-day period.
3. At any time, Vertex and Precise Systems employees may elect a percentage higher or lower than the three percent (3%) automatic contribution.
4. Vertex and Precise Systems employees may enroll earlier than the automatic enrollment start date any time after their date of hire.
5. If employees do not wish to be enrolled automatically in the MSP or 401(k) plan, they are responsible for those changes though the Fidelity website (for Precise, as those deferrals are self-administrated). They need to change the pre-tax contribution percentage to zero percent (0%) within the first 60 days following date of hire (Vertex) or 30 days (Precise).
6. If employees previously worked for Vertex (on or after September 8, 2018) and are rehired, they will not be enrolled in the MSP automatically. They must contact Fidelity to enroll.
    - Precise Systems employees will automatically be enrolled regardless of rehire. Albers Aerospace employees will contact **Blue Star/Ameritas.**
    - Albers Aerospace employees are not automatically enrolled.

(E) The employee's contribution may be invested **in** any offered option.

(F) The contributions will be invested in the default investment fund provided under the terms of the plan unless the participant elects a different investment option.

(G) Employees are always fully vested in their pre-tax, catch-up, after-tax and rollover contributions and investment earnings on these amounts.

(H) The Employer shall qualify, re-qualify and amend the Master Savings Plan or 401(k) plan and any administrative procedure or operational rule relating thereto as necessary and at such times as may be necessary in order to comply with the requirements of the Employee Retirement Income Security Act of 1974 as it may be amended, and any regulation or other administrative ruling issued thereunder, or any other present or future law regulation or ruling issued under such law requiring amendment or administrative modification of the Master Savings Plan or 401(k) plan or which are either necessary or desirable in order to qualify under the applicable provisions of the Internal Revenue Code.

(I) Employee's enrollment becomes effective once they elect or are automatically enrolled, which initiates deductions of contributions from qualifying compensation. These contributions will generally begin within two pay periods from the time one enrolls, or as soon as administratively possible. Precise changes are effective the first of the month following the employee making the self-administered change thought the Fidelity site.

IAM National Pension Fund

The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof to a maximum of eighty (80) hours per pay period for which employees in all job classifications covered by this Agreement are entitled to receive pay as follows:

Pension Plan Funding				
	1/1/2024	**1/1/2025**	**1/1/2026**	**1/1/2027**
Employee Only	**$2.00**	**$2.00**	**$2.00**	**$2.00**

Tuition Reimbursement

An employee satisfactorily completing an outside training course, which has been approved in writing by the Company prior to the employee beginning such course, will be reimbursed for work related courses at 80% of the tuition, books and supplies, provided the employee obtains a grade of "C" or better. Eligible classes at Embry-Riddle Aeronautical University include: Aircraft Electrical Systems Theory; Airframe Structures and Applications; Airframe Systems Structures and Applications; Powerplant Theory and Applications; Aircraft Propulsion Systems and Applications; Introduction to Computers and Applications; Aeronautical Science for Management. Eligible classes at College of Southern Maryland include: Customer Relations; Elements of Supervision.

Precise Systems employees: Employees are encouraged to continue their education through our education assistance plan. Full-time employees who continue their job-related education are reimbursed the cost of textbooks and tuition up to a maximum of $5000 per calendar year.

Fringe Obligation

The Fringe Benefit Rate (FBR) is defined as the minimum Employer Contributions towards providing bona fide fringe benefits or Health and Welfare benefits (Group Health Insurance, Life and AD&D, Jury Duty Pay, Retirement, PTO in excess of the Service Contract Labor Standards minimum, or any other benefit allowable under the Service Contract Labor Standards) under this agreement. The parties agree that the health and welfare benefits provided under this agreement are available to all qualified employees. The actual cost per individual employee may vary to due employee choice and eligibility, however, the parties agree to an overall package as set forth in this Agreement which the company provides on an average cost basis. The company has no obligations to track costs on an individual cost per employee basis. The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime to a maximum of 80 hours per pay period. The company shall pay each employee any amount owed based on the calculation method above on a biweekly basis. Such payment, if any, shall be deposited into the Master Savings Plan (40l(k)) for each employee, per Company policy.

The Fringe Benefit Calculations will be completed and available upon request to Union Representation by contacting the Human Resources Department.

Appendix C

PAX Performance Evaluation Guidelines

A performance evaluation will be completed for each employee. Assessment of the employee's overall performance is summarized by rating the employee on each of nine performance factors listed below. For each factor there is a definition for how the rating scale should be applied for that factor. Employees will be encouraged to complete a self- assessment (this is voluntary). Management personnel are expected to provide fair and objective ratings based on the full year under review and obtain input from previous supervisor(s) of the employee during that year. The rating should be in whole numbers. Half numbers (.5 decimals) may be used when accompanied by an explanation. No other

decimals may used. Each performance evaluation will be reviewed by the applicable Group Manager before review with the employee. The review with the employee should include a detailed discussion of the employee's performance and accomplishments in the last year and a discussion about the employee's development aspiration. Each employee being evaluated is entitled to question his or her ratings and have a discussion with the applicable supervisor and/or the Group Manager. Changes to the evaluation may be made as a result of that discussion.

Performance Assessment
Non-Exempt (Hourly)

Employee Name			Employee Payroll #
Business/Job Title			PeopleSoft Job Title
Supervisor Name			Supervisor Payroll #
Evaluation Period	From:	To:	Due Date
Type of Revi w			

Rating Scale - *see instruction sheet for ratings definitions:*

5	Distinguished		
4	Commendable		Action Plan/Goals
3	Successful	*Company standard*	Action Plan/Goals
2	Needs Improvement	*Performance improvement plan (PIP) required*	
1	Unsatisfactory	*Performance improvement plan (PIP) required*	

Performance Factors
(This section is worth 100% of overall rating)

Rate the employee in each performance factor area using the rating scale above. Describe the employee's skills, ability, and performance for each of the factors. Provide an Action Plan/Goals or PIP as necessary.

1. Job Knowledge	**Rating**	**0**
- The skills and abilities of the employee as it relates to the job.		
1 - has poor knowledge of job; requires ongoing training, instruction and direction		
2 - has fair knowledge and comprehension of job; requires more than normal amount of direction.		
3 - has sufficient knowledge and comprehension of job; requires minimum direction to complete work.		
4 - has thorough knowledge and comprehension of job; rarely requires additional direction.		
5 - has superior knowledge and comprehension of job; works independently with no guidance.		
Supervisor Comment:		

Employee Comment:

2. Organization of Work	Rating	0
- The employee's performance in the completion of assigned tasks, meeting preparation, presentation skills (if applicable), and ability to be prepared.		

1 - work is constantly disorganized, resulting in major work flow disruption.
2 - work is usually disorganized, resulting in minor work flow disruption.
3 - work is usually organized, resulting in acceptable work flow.
4 - work is always organized, resulting in smooth work flow.
5 - work is always Extremely organized, resulting in most efficient work flow.
Supervisor Comment:
Employees Comment:

3.Attendance/Punctuality	Rating	0
- The employee's adherence to established work schedules.		

1 - excessively absent or tardy; attendance record not acceptable.
2 - frequently absent or tardy; barely acceptable attendance record. Employee has 1 or more reprimands or multiple "P" events.
3 - occasionally absent or tardy; attendance record acceptable. Employee has two or less "P" events but no reprimands.
4 - rarely absent or tardy; generally dependable. Employee has 1 "P" event.
5 - perfect attendance record; never absent or tardy.
Supervisor Comment:
Employees Comment:

4. Teamwork & Personal Development	Rating	0
- The employee's performance on teams, the roles he/she played, initiative in assisting colleagues with overall team tasks, etc. In addition, the employee's success in achieving his/her professional development goals.		

1 - employee does not work well with others and can be critical of new ideas brought to the team; employee has not identified a personal goal.
2 - employee will work with others but only when asked and then, very reluctantly; employee has a personal goal but has not worked to achieve it.

3 - employee works well with others, contributing useful ideas to the team and supports others' ideas; is working to achieve his/her goal.
4 - employee brings forth new ideas to the team and helps implement them; has identified and achieved his/her personal goal.
5 - employee brings new approaches to the team and provides cost savings to Company/Customer; employee has goals which he/she is achieving.
Supervisor Comment:
Employees Comment:

5. Quality/Quantity of Work	Rating	0
- The employee's performance as it relates to his/her ability to produce work with minimal errors. Also, the employee's ability to work at a pace suitable for the position.		
1 - produces an unacceptable volume of work; work quality is unacceptable; causes or creates an excessive number of errors.		
2 - volume of work falls short of requirements; work barely meets minimum standards and produces a high error rate.		
3 - produces an acceptable volume of work, working at a steady pace; work quality meets job standards with an acceptable rate of errors.		
4 - often produces a large volume of work, working at a fast pace; work quality exceeds the acceptable standards with very few errors.		
5 - always produces a large volume of work at a rapid pace; produces accurate work that is free of errors; always shows pride in work.		
Supervisor Comment:		
Employees Comment:		

6. Initiative	Rating	0
- The employee's performance in handling assigned tasks and effectively utilizing his/her time to complete work and meet deadlines.		
1 - needs constant prodding to complete work; no enthusiasm; deadlines are constantly missed.		
2 - needs some prodding to complete work; shows little enthusiasm; deadlines are occasionally missed.		
3 - routine worker; accepts additional tasks when asked; sometimes seeks new tasks.		
4 - handles assignments efficiently and timely; usually willing to accept or seek new assignments.		
5 - always displays confidence and enthusiasm in accepting/seeking new assignments; assists others voluntarily, never needs prompting.		
Supervisor Comment:		
Employees Comment:		

Supervisor Summary

Please summarize the employee's performance relative to his/her overall work performance over the review period.

Performance Factor Summary

0.0

Signatures

Employee Name		Employee Signature		Counseled Date:	
Supervisor Name		Manager Signature		Counseled Date:	
Group Manager Name:		Manager Signature		Review Date:	

Appendix D

This Appendix will document the understanding between the parties in negotiation of this Collective Bargaining Agreement regarding the process for performance evaluations of employees covered by this Collective Bargaining Agreement.

The annual formal performance evaluations (Appendix C) will be scheduled each year in the January-February time frame beginning in 2018 for the 2017 period of evaluation and then each year after that in the same calendar time periods.

Each employee will receive a midyear informal performance evaluation in the July-August time frame commencing in 2017 for the period of evaluation from January 2017 through June 2017 and then each year after that in the same calendar time periods.

This informal evaluation will use the same basic form as for the annual evaluation, except that the form used for the informal midyear evaluation will explicitly state that it will be used for employee development purposes only and will not be used for any personnel decisions (promotion, layoff, recall, shift assignment, premium assignment, of new technology related training).

Both forms will include space where the supervisor shall document an action plan for the employee to achieve a 5 rating in each applicable category in the future and goals for the employee to achieve that 5 rating. Both forms will include space for the employee to document comments regarding the rating in each category and comments regarding an action plan for the employee to achieve a 5 rating in each applicable category in the future and goals for the employee to achieve that 5 rating. Only whole numbers will be used in the ratings on both forms.

During the informal evaluation meeting the employee's supervisor will review the employee's performance since the last formal evaluation in each of the categories included in the performance evaluation form. In any category where the employee is not considered distinguished by the supervisor, the supervisor will discuss how the employee can become distinguished and define the action plan and goals for the employee to be rated as a 5 in that category in the future. When an employee receives a rating of 1 or 2 in any category that employee will be placed on a Performance Improvement Plan (PIP) for each of those categories and be advised of supervisor expectations to meet and exceed those requirements

The formal evaluation process will include:

- Input from all supervisors to whom the employee reported in the last year.
- Supervisor feedback to the employee for each category where the employee is not rated as distinguished and does not receive a 5 rating. This feedback will include a discussion of an action plan for the employee to achieve a 5 rating in each applicable category in the future and goals for the employee to achieve that 5 rating.
- When an employee receives a rating of 1 or 2 in any category that employee will be placed on a Performance Improvement Plan (PIP) for each of those categories and be advised of supervisor expectations to meet and exceed those requirements
- Employees will be rated only on their primary platform or other specialty as applicable as listed on the evaluation form.

- The meetings for both the midyear informal evaluations and the annual formal evaluations will be conducted in a private atmosphere.

During new hire orientation the Supervisor will review the performance evaluation process and performance expectations. After the ninety (90) day probationary, the supervisor will complete the performance evaluation process with the employee covering performance during that ninety

(90) day period and document those expectations, including defining action plan and goals for the employee to meet standard expectations and achieve 3 rating and define an action plan and goals for the employee to achieve a 5 rating in each applicable category in the future.

Using the informal employee performance evaluation plan, as part of an orientation for any employee transferred to a new platform, the Supervisor will review performance expectations and document those expectations for the transferred employee including defining the action plan and goals for the employee to achieve standard expectations and 3 rating and define an action plan and goals for the employee to achieve a 5 rating in each applicable category in the future.

This new process will not otherwise change the rights of the parties under the terms of the Collective Bargaining Agreement.

Appendix E

All employees are subject to the Vertex Standards of Conduct and Work Rules policy VTX.HR.P.725 dated April 15, 2020. Any changes to the policy will be communicated to the union. Employees will be subject to all other policies of their respective companies.

Memorandum of Understanding
Maryland Healthy Working Families Act And
Executive Order 13706 Paid Sick Leave for Federal Contractors

Under the Maryland Healthy Working Families Act and Executive Order 13706 Paid Sick Leave for Federal Contractors, employers are required to provide sick and safe leave to employees, consistent with the law. In accordance with the law, employers that have an existing leave policy that provides leave in an amount equal to or greater than the amount that is provided for under the law do not have to provide additional leave.

It is understood and agreed between the parties that Vertex provides to the employees at Patuxent River Naval Air Station, a vacation and sick leave policy that meets or exceeds the required amount of sick and safe leave required by the law, and therefore, no additional leave will be provided beyond what is provided in the CBA dated September 1, 2023. It has been past practice for the Company to allow the use of both vacation and sick leave interchangeable, and in combination, to meet time off needs for all employees under any circumstances, except for unauthorized absenteeism as defined in the CBA dated September I, 2023. It is further understood that the Company will allow all employees to use both vacation and sick leave, or a combination of both, to satisfy any earned sick and safe leave requirements for the following reasons as required by law:

1. To care for or treat the employee's mental or physical illness, injury, or condition.
2. To obtain preventive medical care for the employee or the employee's family member.
3. To care for a family member with a mental or physical illness, injury, or condition.
4. For maternity or paternity leave; or
5. The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member and the leave is being used for (1) to obtain medical or mental health attention; (2) to obtain services from a victim services organization; (3) for legal services or proceedings; or (4) because the employee has temporarily relocated as a result of the domestic violence, sexual assault, or stalking.

The use or vacation and sick leave for "sick and safe leave" under the law will be permitted in all cases under the terms and conditions described in the law. The minimum increment for sick and safe leave use will be one (1) hour. The use of vacation and sick leave for any other reason, such as an actual vacation, will be granted under the current terms of the CBA.

Employees are required to provide seventy-two (72) hours advance notice to their immediate supervisor if the need for sick and safe leave use is foreseeable, such as in the case of a scheduled doctor appointments. If the need is not foreseeable, then the employee must provide notice as soon as practicable, but no less than thirty (30) minutes prior to the start of the work shift. A request for earned sick and safe leave may be denied if the employee fails to provide the required notice and the employee's absence will cause disruption to the Company. If an employee uses sick and safe leave for more than two consecutive scheduled shifts, the employee must provide verification that the leave use was appropriate. Employees using earned sick and safe leave for unauthorized purposes, or who have demonstrated a pattern of abusing sick and safe leave may be disciplined.

For the Company

For the Union

Memorandum of Understanding

Excused Absence Policy with Doctor's Note

This MOU will serve as DynCorp International's clarification of the Company's position for excusing time off with a doctor's note provided by the employee to the Company.

Relevant to this clarification letter is Appendix A Memorandum of Understanding (attached) to the DynCorp International Disciplinary Guide, which states "Excused absences include: Approved FMLA, pre-approved doctor's appointments, and documented medical emergencies." The agreement was approved and signed by both the DynCorp International Labor Relations Manager and the Union Business Representative. It has been past practice for DynCorp International supervisors and managers to excuse time off when doctor's notes are provided without making judgment with respect to "documented medical emergency."

The intent of the language in the Memorandum of Understanding was to address the business-related problems associated with unauthorized absenteeism by a small segment of the workforce. It is not the intent of the Company to place hardship onto employees who are in need of medical care due to illness or injury. The Company does, however, have a need to be informed by employees when possible to schedule absences. This is needed so the Company can manage workload and make adjustments to meet the customer's mission as required. The Company also has a requirement to meet a specified amount of productive man hour utilization to satisfy terms of the contract with the Government. Let it also be noted that employees are afforded vacation time and sick leave in accordance with the CBA in addition to approved FMLA. With the benefits of approved FMLA, Sick Leave, Vacation, Pre-approved Doctor's Appointments, and Optional Short Term Disability Benefits, the Company feels that excused absences for medical care should be minimized, yet we still have that "small segment of the workforce" abusing the doctor's note excused absence situation. Non pre-approved time off for doctor's appointments should be the exception and not the norm. In most cases employees clearly have had the ability to get pre-approval for doctor's visits but elect to simply call out on the day of an appointment giving supervisors and management no ability to plan for the absences. We also have employees who take time off for medical reasons throughout an entire month and then bring in a single doctor's note to cover all of the sporadic time off for that month after the fact. Again, those employees who fail to report any of these absences in advance are putting unnecessary burden on the Company to perform and manage our responsibilities under the contract with the Government. Let it be re-stated, the Company understands that there are occasions where an employee may become ill, or have a legitimate emergency where advanced notification is not possible, and we accept that fact with no argument, and have no problem excusing those circumstances with a valid doctor's note.

The Company is providing the following recommendations:

1. Employees should make every effort to seek pre-approval in advance of all doctor's appointments where it is practical. In the case of a sudden illness or injury a provided doctor's note will be acceptable to consider the time off excused. The doctor's note must be provided immediately on the day of return to work, and the note must be dated by the doctor on the day of the absence or on a day during the time period of the absence if there were multiple consecutive days of absence. For example, if there was an absence on Monday and Tuesday, a note dated on Wednesday will not be accepted as an excused absence.

2. Certified FMLA and medical leaves of absence are considered excused.

3. Any unexcused absences not in accordance with the above provisions will result in consideration for disciplinary action under the provision for discipline for unauthorized absences in the Memorandum of Agreement.

Company Agreement:

Tony Garcia 1/22/2021

Tony Garcia Date

Amentum/DynCorp International

Pax River Deputy Program Manager

Union Agreement:

Mark M Duval 2/2/21

Mark Duval Date

Business Representative, District Lodge 4

IAMAW

Letter of Understanding

Machinist Custom Choice Worksite Benefits Program

It is understood and agreed between the parties that the Machinist Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS)

The Company will honor payroll deduction request and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

The Company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requires are worked out between the company and EBS.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

Representative of Machinist Custom Choice may meet with employees each November during the annual enrollment period on dates acceptable to the Company and the Union during break periods and lunch periods or before or after an employee's shift.

For the Union:

Mark M. Duval

Business Representative

International Association of Machinists and Aerospace Workers

For the Company

Lorie Osborne

Director, Labor Relations

Vertex58

Memorandum of Understanding
Between
Vertex and
International Association of Machinists and Aerospace Workers

This Memorandum of Understanding (MOU) documents and agreement between Vertex, hereafter known as the Company and the International Association of Machinists and Aerospace Workers, hereafter known as the Union at NAS Patuxent River.

On this date of September 1, 2023, the parties agree to the following "Contract Re-Affirmance" as stipulated below.

1. The Company, for the following location: Patuxent River NAS Patuxent River Maryland and the Union District Lodge #4 and Local Lodge #4, agreed and commit the parties will, on August 31, 2027, mutually sign and execute a written amendment to this Agreement which expressly reaffirms this Agreement for its remaining stated term of the CBA, August 31, 2027

For the Company

Lorie Osborne
Director, Labor Relations

For the Union

Mark M. Duval
Assistant Directing Business Representative
IAMAW District

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