COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KAY AND ASSOCIATES, INC.

FOR EMPLOYEES WORKING SAILREPAC CFT DELIVERY ORDER

A N D

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 4

A T

Patuxent River Naval Air Station, Maryland

And

Quantico, Virginia

EFFECTIVE

December 1, 2022 through November 30, 2025

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PURPOSE OF AGREEMENT

This Agreement, entered into by and between Kay and Associates, Inc. (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-C1O, District 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 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 our 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) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding all proper subjects of collective bargaining. Therefore, during of the life of this Agreement, the Company and the Union each voluntarily and unqualifiedly waive any rights and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which was raised during the course of the aforesaid negotiations by either party, regardless of whether such bargaining resulted in express provisions in the collective bargaining agreement.

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

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

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

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

Section 2 — Recognition and exclusive Representation

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

The Company recognizes the Union as the sole exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time and regular part-time employees of Kay and Associates, Inc. (the "Company") engaged in employment on the Special Avionics Intermediate Level Repair Activity (SAILREPAC) CFT Delivery Order, located at Patuxent River Naval Air Station, Patuxent River, Maryland and Quantico, Virginia in the following classifications: Aircraft Mechanic III and Supply Technician at Patuxent River Naval Air Station, MD and Aircraft Mechanic III and Tool & Parts Attendant at Quantico, VA. 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 Site Supervisors, quality control supervisors, office clerical employees, 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 Site 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 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 of 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 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 Ratification

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

*Where not otherwise specified, and 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 either (a) mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Company's Executive Vice President for service upon the Company or (b) emailed to the same person and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand or emailed to the assigned Business Representative, District 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 or the date shown on the email 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 contract 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 agreement is restricted from access to Government managed property, or restricted from work on or access to classified information and 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 same 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 government agency will be cause for release form 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 cause of action under the Grievance and Arbitration provisions contained in this Agreement.

Section 6 — Union Shop and Check Off

(A) All of the Company's present employees within the bargaining unit shall become members of the Union as a condition of employment within thirty (30) days of the execution of this Agreement. All newly hired employees in the bargaining unit shall become members of the Union within ninety (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) In the event that paragraph (A) becomes illegal, by reason of Maryland or Virginia law prohibiting the Union shop, then the parties will substitute an agency shop provision for the Union shop provision if such substitutions 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) Any employee required to pay any agency fee, union dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee, or initiation fee, reinstatement fee, or periodic dues uniformly required, shall be notified in writing of the employee's delinquency. A copy of such communication shall be emailed to the Company's Director of Human Resources no later than twenty (20) workdays prior to a request by the Union that the Company take final action to terminate the employment of the employee for failure to satisfy any such legitimate obligation.

(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, which 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.

(G) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. It is understood and agrees 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 the terms of this Article by the Company.

Section 7 — 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 for purposes of this paragraph. In such case the Company may discharge the Steward.

ARTICLE II

MANAGEMENT RIGHTS

(A) Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change or combine work schedules, and work assignments, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, or otherwise relieve employees from duty from lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; and otherwise to take such measure as management may determine to be necessary to the orderly, efficient or economical operation of the business.

(B) It is understood and agreed that any of the powers and authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated or granted by this Agreement.

ARTICLE III

UNION - COMPANY RELATIONS

Section 1 — Union Steward

(A) Upon execution of this Agreement, the Union shall promptly furnish the Company, in writing or by email, the name of the Union Steward. Thereafter, the Union shall promptly advise the Company's Director of Human Resources, in writing or by email, of any change in Steward. No Steward will be recognized as such by the Company prior to receipt of such 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) Two Stewards will be the designated and one shall be assigned to each site. In addition, one alternate Steward will be selected at each site and identified to the Director of Human Resources, and will only serve in the Steward capacity in the absence of the assigned Steward.

(D) It is agreed that since the Steward has a regular work assignment to be performed, that contacts involving union business with other employees, or the Business Representative of the Union will be no more frequent and no longer for the matter of 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 the Site Supervisor in an attempt to settle the matter for the employee.
4. For discussions with 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 express agreement of the Company and the Union to compensate for facility and population changes.

(F) The Steward shall secure permission from the Site Supervisor or Operating Lead before leaving his/her work station, reporting back to his/her Site Supervisor or Operating Lead upon return to his/her work station. Permission will be granted unless operation activities are affected. The Company will not unreasonably deny or delay access to the Steward.

(G) It is agreed the Company will pay the Steward for time away from performance of their normal job while acting in the Steward capacity as defined in this Article for up to two (2) hours per week. It is agreed that time away from normal work activities will 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 two (2) hour limit shall not include time spent:

1. To meet by appointment with the Site Supervisor 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 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 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 ensure the orderly administration of the terms of the labor Agreement, during periods of reductions in force, such employees designated as the Steward shall be considered the most senior employee only in their assigned job classification and job specialty for purposes of applying Article V, Section 2 of this Agreement.

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

On the date the new Steward assumes office replacing the Steward who was maintaining super-seniority; the former Stewards' 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.

(J) 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.

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

(L) The Site Supervisor shall, operating requirements permitting, approve an employee to attend a Step One or Step Two grievance hearing for a grievance that he/she signed.

Section 2 — Business Representatives and Union Officials

(A) Full time representatives of the Union shall have scheduled controlled access to the Company's operations if required. For the purpose of contacting the Steward regarding employee complaints or grievances or matters arising out of the application of this Agreement such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. This includes the restrictions associated with access to the SAILREPAC facilities. It is agreed that the Company will not impose regulations which will render ineffective the intent of this provision. Prior to entering the Company's operations, the Business Representative shall notify the Site Supervisor or Operating Lead 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 Steward to discuss a complaint or grievance, the employee and Steward time shall be Company paid providing that he/she first notifies the Site Supervisor or Operating Lead. 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.

Section 3 — Bulletin Boards and Posting Notices

The Company agrees to provide one (1) bulletin board for the posting of legitimate Union notices pertinent to the Union. Only notices concerning Union meetings, Union elections, results of Union elections, general Union Information, etc., which a representative of the Union has authorized, will be posted.

Section 4 — Information Provided to the Union

The Company will furnish the Union with information required by law.

Section 5 — Official Union Business

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 or to serve on any Union Committee, 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 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 been breached or violated and the remedy sought. The employee may have their Shop Steward present if desired. The Company shall inform the employee of the right to have a Shop Steward present prior to the start of any investigation meeting that could lead to discipline.

Section 2 — Grievance Procedure

(A) Grievances will be conducted as follows:

Step One:

Any employee with a complaint or issue should contact the Site Supervisor in order to discuss and resolve the issue. Both parties will make every effort to resolve the issue within five (5) regularly scheduled work days before it is reduced to writing. If the employee or Union 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. Once reduced to writing, the Employee, Steward, and the Site Supervisor will meet within five (5) workdays to resolve the issue. If the grievance is unresolved in Step One (1) of this grievance procedure, then it advances to Step Two (2). If the Company fails to provide his/her written response within this time limit, the grievance shall be advances to the next step.

Step Two:

If the grievance is unresolved at Step One of this procedure the grievance, then advances to Step Two. In this step the Steward and Business Representative will meet, either personally or by telephone, with the Executive Vice President within ten (10) business days for purposes of resolving the grievance. Both parties will make every effort to resolve the issue. The Company shall render his/her written decision to the Business Representative and the Steward within ten (10) working days after the parties meet.

If a settlement is reached it will be reduced to writing on the grievance form and the matter should then be considered closed. If the Company 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.

The Union Business Representative and the Company's Executive Vice President or delegated authority shall have authority to discuss between themselves the possible settlement and/or compromise of the grievance, but in any event must move to request an FMCS arbitrator who is a member of the National Academy of Arbitrators as provided herein within fifteen (15) working days after the Union's appeal to arbitration in Step Two if no settlement has been reached by that time. This time limit 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 Two (2) described in Section 2 herein.

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

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

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

(E) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step Two 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 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 Executive Vice President and will be granted at the sole discretion of the Company. The Union must secure the employee signature prior to the grievance form proceeding through the next step of the grievance procedure.

Section 3 — Arbitration

(A) The parties' representatives shall make the necessary arrangements to arbitrate the grievance. In the event that the party's 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 or by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with oral arguments and written briefs. The parties are precluded from filing briefs. Said decision shall be given no later than thirty (30) days after submission of the final briefs. It is understood and agreed that the decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties and the employee(s).

(D) The parties will conduct arbitration cases at a location within twenty-five (25) miles of Patuxent River Naval Air Station, Patuxent River, Maryland or Quantico, Virginia, as the case may be, or by mutual agreement of the party's, via video conference.

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 employees 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:
1. Company Seniority commences with the date of placement on the payroll of the Company under the agreement in any job classification.
2. Bargaining Unit Seniority represents the continuous unbroken accumulated time each employee has spent under the services of the Company and predecessor private contractor(s) in the performance of similar work on the same contract will be utilized.

(C) An employee who is promoted outside the bargaining unit within the company and then who re-enter the bargaining unit within six (6) months from a position taken outside the bargaining unit 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 had 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 Paid Time Off eligibility and benefit determination purposes will not be affected by Article V, Section 1 (C), above. The employee's bargaining unit seniority would be frozen until such time as the employee returned to the bargaining unit within the six (6) month period contained in Article V, Section 1 (C) above and would accumulate going forward from the date of return.

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

Section 2 — Promotions, Layoffs and Recall

In the event of a layoff, probationary employees shall be laid off first. 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 will be given to such factors as ability, performance and skill. If ability, performance and shills are equal Seniority shall prevail in layoff, promotion and recall. Judgments as to qualification shall be at the sole discretion of the Company.

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 (I 4) 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 or Government as required by Company Policy.

ARTICLE VI

EMPLOYMENT 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 will use their best efforts to prevent any acts of sabotage or willful damages to Company property or employee property or materials. To that end, all employees will immediately report to their Site 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. In the event the Company requires a medical examination for the purposes of job requirement for non-probationary employees the cost of the examinations 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 work day if the employee's injury is serious enough to preclude his return to work. Where necessary, the Company will furnish transportation as soon as possible for an injured employee to receive medical treatment.

(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 work-site.
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 prior to any apprehension, arrest, or charge of substance abuse or a positive test result may be granted up to thirty (30) days leave without pay to participate in a rehabilitation program. Such an employee may apply for Short Term Disability for the period of rehabilitation if eligible. Management approval will be obtained by a "Request for Leave of Absence" form through Management channels. Any employee who successfully completes a rehabilitation program under this paragraph will comply with requirements of the Company Substance Abuse Policy.

ARTICLE VII

Employee Privileges

Section 1 — Vacation

(A) Vacation

Each full-time regular employee covered by this Agreement is entitled to Vacation with pay based on the seniority date established in Article V, Section l.

1. Vacation Schedule.
   Vacation credits shall vest as they accrue bi-weekly. Vacation credits shall accrue as follows:

   a. An employee with less than five (5) years seniority on his or her Vacation eligibility date and who is on the active payroll on his vacation eligibility date shall be entitled to twelve (12) days (ninety-six (96) hours) vacation with pay.

b. An employee with five (5) years or more seniority but less than twelve (12) years seniority on his or her vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to seventeen (17) days (one hundred-thirty-six (136) hours) vacation with pay.
c. An employee with twelve (12) years or more seniority but less than twenty (20) on his or her vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to twenty-two (22) days (one hundred-seventy-six (176) hours) vacation with pay.
d. An employee with twenty (20) years or more seniority on his or her vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to twenty-seven (27) days (two hundred- sixteen (216) hours) vacation with pay.
e. In addition to the vacation schedule above, an additional three (3) days, with pay, shall be granted for an employee who gives birth or whose spouse gives birth at any time during the duration of this agreement. Additional vacation or unpaid leave of absence may be granted if the above three (3) days are insufficient provided the request for additional unpaid time off is submitted in advance of such time off.

2. Pay for each hour of vacation will be equal to an employee's pay at their base hourly rate of pay.
3. Part-time employees will earn vacation hours on a pro-rated basis.
4. Balances of unused, earned vacation hours in excess of one year's accrual will be paid at the start of each calendar year (no later than the first pay day in February).
5. Upon termination, employee's vested vacation hours will be paid out. (B) Scheduling of Vacation

(B) Scheduling of Vacation

1. The Site Supervisor will give due consideration and deference to the personal plans of employees and preferences regarding one preferred vacation period in each calendar year of this Agreement. The Site Supervisor will take reasonable steps to honor other vacation requests. If any conflict regarding such scheduling arises, the Site Supervisor shall use his best efforts to resolve such conflicts in a positive manner, providing that all mission requirements are 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 site 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 one (1) hour increments provided the vacation requested is approved at least twenty-four (24) hours in advance. Employees may take vacation for that day by calling in within one hour of the start of the scheduled shift if this vacation is being used for sick leave because the employee has exhausted their sick leave.
3. Employees may request vacation leave in the amount of hours that they are normally scheduled to work.

Section 2 - SICK LEAVE

The Company will provide sick leave to employees.

(A) Employees will accrue 2.15 hours of sick leave each bi-weekly period.

(B) Employees can carryover up to 56 hours from year to year.

(C) Sick leave is not a vested benefit. In the event an employee is terminated for any reason, there will be no payout of accrued sick leave.

(D) An employee is allowed to use earned sick leave under the following conditions:

1. To care for or treat the employee's mental or physical illness, injury, or condition;
2. To obtain preventative 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: (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.
6. Employees are permitted to use earned sick in increments of .1 hour. Employees are required to give as much notice as possible but no less than before the start of their shift of the need to use earned sick leave when it is foreseeable.

(E) A family member includes a spouse, child, parent, grandparent, grandchild, or sibling.

Section 3 — Military Reserve Training Leave

An employee on the active payroll of the company who is required to engage annually in up to ten (10) days of military reserve training shall be granted a leave of absence for the period of "annual training" ("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 ten (10) day work schedule. Normal for the purposes of this section shall mean an eight-hour day work schedule for each day of training at the employee's base rate of pay, excluding shift differential.

Section 4 — Bereavement Leave

(A) In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) scheduled work days off with straight time pay to attend the funeral and tend to administrative details. For purpose of this Article, "immediate family" shall mean legal spouse and brother, sister, child, parent, grandchild, grandparent and step or in-law relations of any of the above. For purposes of this Article, a half-brother or half-sister shall be treated the same as a brother or sister.

(B) If an employee must attend funeral services which include travel greater than 400 miles, and less than 600 miles, one (1) additional day or a total of four (4) days for immediate family shall be granted. To be granted the additional one (1) day employee must provide verification of services attendance.

(C) If an employee must attend services which include travel greater than 600 miles, two (2) additional days or a total of five (5) days for immediate family shall be granted. To be granted the additional two (2) days employee must provide verification of services attendance. The Company may require reasonable proof of death.

Section 5 — Leaves Without Pay

(A) Leaves of absence up to thirty (30) days without pay may be granted at the sole discretion of the Director of Human Resources. A request for leave must be submitted to the Site Supervisor on a Request for Leave of Absence form, and approved in writing by the Director of Human Resources prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. A leave of absence may be extended only by the Director of Human Resources. An employee who is denied such a leave by the Director of Human Resources may appeal this denial to the Executive Vice President. Any leave granted under this section shall be at the discretion of the Company and will not be precedent setting.

(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 Vice President Field Services 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 Service Employment and Reemployment Rights Act of 1994 (USERRA).

Section 6 — Holidays

(A) 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
Christmas Day

(B) Full pay for all hours scheduled at the employee's base rate of pay.

(C) Any additional holiday (or official day of mourning) designated by Presidential Executive Order that is observed at the NAS Patuxent River, MD base or Quantico, VA will be observed in addition to the above.

(D) Should any of the above name 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 holidays fall on an employee's regularly scheduled day off, the holiday will be observed on a regular work day scheduled by the Company.

(E) 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 in 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 additional to the holiday pay required in this Article VII, Section 5) provided the employee has worked, or is on an approved leave of absence, or any paid time off during the week of the holiday.

Section 7 — Lunch Periods

All employees covered in the 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 8 — 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 of 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 the County in which the employee resides.

(B) In order to receive pay under this Section the employee must deliver to the Site Project manager the summons calling him for such duty within three (3) working days after it is received by him.

(C) 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.

(D) An employee must promptly notify his Site Project Manager 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 the 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.

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

Section 9 — Safety Shoe Allowance

On December 1, 2022 and each 12 month anniversary of such date during the course of this Agreement, employees who are required to wear protective footwear will receive a footwear allowance of $100.00. Payment will be made on December 1 of every year of this agreement, to employees of record on that date.

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.

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.

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 in order to meet contractual requirements. When such overtime is required employees selected shall be given one day advance notice when possible. The parties recognize that most overtime is circumstance driven and such notice may not be possible in order to meet contractual requirements.

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

(C) When overtime is assigned, employees will be compensated at a rate of one and one-half ($1^1/_2$) 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.

(D) The Site Supervisor will distribute overtime opportunities in a fair and equitable manner among employees, realizing that some employees do not desire to work overtime unless it is necessary for accomplishment of mission objectives

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 Monday and end at 2400 hours Sunday unless changed to comply with customer requirements for a compressed work schedule then Section 11, Compressed Work Schedule, will apply. In the event the pay week is changed by the Company, the Company will provide its employees and the Union with thirty (30) day 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-week notice before being assigned to such a changed schedule unless prevented by customer demand.

Section 4 — Pay Period

(A) Pay shall be issued to employees within eight (8) days after the last day of the pay period and shall represent the earnings of the employee from Monday through Sunday.

(B) Bi-weekly payday will customarily be on every other 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 — Leads

Selection of a Lead and the removal of the Lead designation from any employee will be at the sole discretion of the Company. During the absence of a Site Supervisor the Company will assign an employee to temporarily perform the daily assignment of work and ensure completion of all maintenance related process. An employee has the right to refuse such assignment.

Section 8 — Premiums

Secured Area Premium: Cleared employees required to work in an area (identified by the government and company) with secured, restrictive access and movement for the purpose of maintaining classified equipment shall receive a premium of $1.50 per hour for all hours worked.

CDI/CDQAR: The Company reserves the right to select and remove employees (excluding inspectors) certified as CDI or CDQAR who shall receive a premium of $1.25 for all hours worked.

Effective 1 November 2023, CDI/CDQAR Premiums will be increased to $2.00.

Section 9 — Report Time

An employee reporting for work in the absence of reasonable prior notification not to report will 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 will be given a minimum of four (4) hours of work. The above provisions apply except in cases beyond the Company's control.

Section 10 — Shift Differential

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

(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 and 5:59 AM shall receive a shift differential of $0.50 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 $0.75 per hour for those hours working such off-shift for hours over forty (40) hours.

Section 11 — Compressed Work Schedule

The Company at the request of the Customer shall implement a Compressed Work Schedule plan in any area designated by the Customer, which the customer intends to be permanent. 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. Schedule A: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday.
2. Schedule B: Nine (9) hours per day Monday, Tuesday, Wednesday and Thursday and eight (8) hours on Friday.

Section 12 — Tardy at the Gate

In the event that an employee can provide verifiable proof that he or she was delayed at the base gate due to circumstances beyond his or her control the employee will 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 an unauthorized absence.

Section 13 — Inclement Weather and Base Down Days

In the event of an emergency condition or Base Down Day and or any time normal work operations are suspended, due to inclement weather or any other reason, so long as (a) the suspension is required by the Customer, (b) the Company is not required to make up the day at some other time and (c) the Customer pays for the day, employees shall receive the day off with pay. When operations are suspended for consecutive days the employees will receive pay for all days.

ARTICLE IX

JOB DESCRIPTIONS

(A) The Company and the Union agree to use the Company's job descriptions, which may be modified by the Company from time to time. These job descriptions and 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 instructions/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), 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 in to be performed in accordance with applicable military, commercial, or Kay and Associates Inc. 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 witness thereof, the parties hereto have caused this Collective Bargaining Agreement to be executed by their authorized agents.

International Association of Machinists and Aerospace Workers District Lodge 4

Mark M. Duval
ADBR District Lodge 4

Steve Karns
Negotiating Committee Member

Nathan Salada
Negotiating Committee Member

Kay and Associates, Inc.

Bradley J. Kay
Executive Vice President

Eric G Kay:A01094E0000017EB09B66360002F8DA

Digitally signed by Eric G Kay:A01094E0000017EB09B66360002F8DA
Date: 2022.11.16 17:44:15 -05'00'

Eric Kay
Director of Business Development

APPENDIX A

WAGES

Labor Categories	**Location**	**12/1/2022**	**11/1/2023**	**11/1/2024**	**11/1/2025**
Aircraft Mechanic III	Quantico	$ 50.43	$ 53.46	$ 55.06	$ 56.71
Tools & Parts Attendant	Quantico	$ 33.00	$ 34.98	$ 36.03	$ 37.11
Aircraft Mechanic III	Pax River	$ 50.43	$ 53.46	$ 55.06	$ 56.71
Supply Technician	Pax River	$ 42.78	$ 45.35	$ 46.71	$ 48.11

Employees designated as Lead(s) will receive $2.25 an hour above the base rate while performing the Lead duties.

APPENDIX B

Section 1 — Employee Benefits

Employees may participate in the following Company group benefit plans: medical, dental, vision care, and prescription drug coverage ("The Plan") as detailed in the periodically revised summary plan descriptions. The Company retains the right, upon notice to the Union, to change carriers and change the plan designs of the Plan. Employees, at no cost to the themselves, will receive life insurance and accidental death and dismemberment coverage valued at one time (1x) the base annual wage provided by the Company. Employees, at their own cost, may participate in voluntary plans as outlined below.

For the elected benefits, the Company/ Employee share ratio is of 100% of the premium. The employee shall contribute their percentage of the plan's premium via bi-weekly payroll deductions.

	Company	Employee
Medical	80%	20%
Dental	85%	15%
Vision	83%	17%

FULL TIME EMPLOYEE MEDICAL OPT OUT

Full-time employees who opt out of the Group Medical Plan will be allowed a special benefit allowance per hour for all hours paid to a maximum of forty (40) hours per week in-lieu of the Group Medical Plan. This payment will be included in the employee's regular bi-weekly paycheck. Under IRS rules, such pay in-lieu-of benefits will be taxable. The allowance amounts are provided below:

Effective Date	Hourly Rate
12/1/2022	$5.75
12/1/2023	$5.75
12/1/2024	$5.75
12/1/2025	$5.75

Life Insurance Plan and Accidental Death & Dismemberment Plan

The Company will provide each employee with Life Insurance and Accidental Death and Dismemberment to the benefit amount of one- time (1x) their annual base salary.

Employee Paid Voluntary Benefits

Short Term Disability – Employees may purchase a weekly STD benefit in $100 units, starting at a minimum of $100, up to 60% of their weekly earnings rounded to the nearest $100, but not to exceed a weekly maximum benefit of $1,000. The duration of this benefit is 13 weeks.

Long Term Disability – Employees may enroll in Long Term Disability. The monthly LTD benefit is 60% of monthly earnings to a maximum benefit of $3,000/month. LTD benefits would begin after 90 days of disability.

Supplemental Life Insurance – Employee may enroll in supplemental life insurance plans for themselves, their spouse, and their children. Supplement term life options are:

> Employee: Up to 5x salary to a cap of $500k with a guaranteed issue amount of $110k.
>
> Spouse: Up to 100% of the employee's election not to exceed $500k with a guaranteed issue amount of $25k.
>
> Child: Up to 100% of employee coverage amount in increments of $2k not to exceed $10k.

Section 2 — Retirement 401(k)

Bargaining unit employees may participate in the Company's 401(k) Savings Plan as described in the Plan Document and Rules, which may be amended from time to time, on a voluntary basis. Employees may contribute their own monies via payroll deductions up to the maximum allowed IRS regulations.

Effective upon ratification, the Company will contribute to each non-probationary employee's account $3.55 per each hour worked up to 40 hours per week. All contributions made to the individual's 401(k) account shall be made by direct deposit into the employee's 401(k) account each pay period.