IAM UNION

AFL-CIO

AND

DIVERSIFIED SERVICE CONTRACTING INC

PATUXENT RIVER LOCAL 4
DISTRICT 4

COLLECTIVE BARGAINING AGREEMENT

As Amended

2/18/2026

Effective
4/1/2026 through 3/31/2029

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INTRODUCTION

This COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement"), entered into this 20th day of February 2026 by and between Diversified Service Contracting, Inc. (hereinafter referred to as "Company"), and Patuxent River Local 4, District 4, IAM Union, AFL-CIO (hereinafter referred to as "Union"); individually referred to as "Party"; collectively referred to as "Parties"; do agree as follows:

ARTICLE I – INTENT AND PURPOSE

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

ARTICLE II – RECOGNITION

The Company herein recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions pertaining to employment for all the employees in the Bargaining Unit here in after set forth.

ARTICLE III – BARGAINING UNIT

Bargaining Unit: The Bargaining Unit shall consist of all full time and regularly scheduled part-time employees, employed at the Company's job site located at Patuxent River Naval Air Station, Maryland (hereinafter referred to as "NAS Pax River"), as listed under the Wages and Job Classification Article in this Agreement but excluding all exempt employees, guards, part-time on call, temporary and irregularly scheduled, and regularly scheduled part time employees who work twenty (20) hours or less.

ARTICLE IV – MANAGEMENT RIGHTS

Except as otherwise expressly limited by the specific provisions of this Agreement, the right of the Company to manage its business, operations, and affairs and to prescribe terms and conditions of employment shall be unimpaired. The Company shall have and retain all other rights and prerogatives with respect to the management and operation of its contract at NAS Pax River, including, but not limited to: (1) The management and direction of the business; (2) the management and direction of the working force; (3) the right to determine, plan, direct, schedule, and control operations; (4) the right to subcontract work and duties which the shop is not equipped to perform, or as directed by the Government, or to meet contract time requirements; (5) the right to hire and to determine the qualifications for new employees; (6) the right to maintain order and efficiency, and to promote, demote, transfer, lay off, discipline, suspend, or discharge employees by any procedure and for any reason not otherwise specifically prohibited by the express terms of this Agreement, provided that no employees shall be suspended or discharged without just cause; (7) the right to fill any position within the Bargaining Unit that becomes vacant, with the understanding that such vacancies will be posted on the Company bulletin board prior to filling; (8) the right to make such rules and regulations as it deems necessary for the proper conduct of business, and to require compliance therewith; (9) the right to change or to introduce new or improved methods, equipment, or facilities; (10) the right to assign work and to determine the number of employees to be employed, retained, or laid off; (11) the right to determine the amount of supervision necessary and the duties of supervisors, including the extent to which supervisors shall perform manual work; and (12) the establishment of standards of production and quality, and the determination of the extent to which the facility will be operated, including the hours of employment, length of the work week, and overtime needs. The foregoing enumeration of rights is not all-inclusive, but indicates the type of matters or rights, which belong to and are inherent in management, exempt from the grievance and arbitration procedures of this Agreement.

ARTICLE V- HOURS OF WORK AND OVERTIME

1. A shift of eight (8) consecutive hours, excluding an uninterrupted lunch period of one-half (1/2) hour, shall constitute a normal day's work for full time, regular employees as defined in Article V, Section (5). The lunch period shall be arranged as near the middle of an employee's work shift as possible, but not more than five (5) hours after the start of his shift. Full-time employees will be guaranteed their regularly scheduled hours up to forty (40) hours per week if the employee works the five (5) management assigned days in the work week, Monday – Friday. (If the Government directs otherwise and/or conditions exist which are beyond the Company's control; e.g. acts of God, the above provision is not applicable).

2. Starting Times: the company shall determine the normal starting time of an employee's shift. Normal shift start times will be between 5:00 a.m. and1:00 p.m. When an employee is required to work on a shift other than his regularly scheduled shift, he shall be given at least twenty-four (24) hours' notice of such assignment to another shift except for emergencies, unforeseen circumstances, upon direction by the Government or if necessary to meet contract requirements.

3. Work performed in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) of the base hourly rate. In cases of snow removal or other emergencies overtime shall start after twelve (12) hours. Such overtime will continue until the employee has had a break of not less than eight (8) hours. Only hours paid out at the employees regular rate of pay count towards the forty (40) hour weekly overtime trigger. (There shall be no pyramiding of overtime hours.)

4. Work Week Defined: A Workweek shall be any five (5) consecutive workdays, Sunday through Saturday.

5. Full Time Employee: For the purposes of this Agreement a Full Time Employee is defined as any employee regularly scheduled to work more than thirty (30) hours per work week. Specifically excluded from this definition are employees regularly scheduled to work thirty (30) hours or less in a work- week, part-time on call, temporary and irregularly scheduled employees.

6. Regularly scheduled part-time employee: For the purposes of this Agreement a Regularly scheduled part-time Employee is defined as any employee regularly scheduled to work more than twenty (20) hours per work week. Specifically excluded from this definition are employees scheduled to work twenty (20) hours or less in a work- week, part-time on call, temporary and irregularly scheduled employees.

7. Sunday Hours: Work performed on Sundays shall be paid for at the rate of double the employee's regular base hourly rate. This provision shall only be applicable to full-time employees.

8. Work On Holidays: When a celebrated holiday falls within a full-time employee's normal work week, he shall be paid at the rate of time and one half (1 ½) hours for all hours worked on the holiday, plus the 8 hours holiday pay at the employee's regular base hourly rate.

9. The Company shall divide all overtime work equally among qualified full-time employees within their respective job classifications. The COMPANY reserves the right to use seasonal employees to supplement workload under emergency conditions.

10. Work Outside of Regular Established Schedule: When a full time and regularly scheduled part-time employee is called into work outside of his regular established schedule, he shall receive not less than three (3) hours of pay for each call in.

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

12. In the event any employee reports to work for a scheduled shift and upon reporting to his work is told that no work is available, he/she shall be paid for all hours scheduled to work or the Company will find work for the employee to perform.

13. On Call: When an employee is given notice of being requested to be available to work on short notice (On Call), the employee will be paid three dollars and fifty cents ($3.50) for each hour the employee is On Call. Employees on call must remain available by personal cell phone for contacts. This on call pay will be in addition to any call back pay for actual time worked. On call pay will not count as time worked for overtime purposes.

ARTICLE VI – UNION SHOP AND DUES

1. Union Membership: All full-time employees and regularly scheduled part-time employees shall, as a condition of employment, become members of the Union ninety (90) days after their date of hire. They shall remain members in good standing in the Union for the duration of this Agreement. Exempt from this requirement are part-time on call, irregularly scheduled, and temporary employees.

2. Payroll Deductions for Union Dues: The Company shall deduct union dues each pay period, as well as initiation fees from the earnings of the employees who have so authorized in writing and remit it to the Union. Such authorization must conform to applicable State and Federal laws to be valid.

ARTICLE VII – HOLIDAYS

1. The following holidays shall be observed as paid holidays during the term of this Agreement:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

**Government declared Federal Holiday
** Any time the Government declares a Federal Holiday or NAS Patuxent River is opening on a delay status or closes the base, and the Contracting Officer allows Diversified Service Contracting employees excused from work (death of president et. al.) employees shall be granted Holiday leave with pay, unless such emergency requires our presence.

2. Regularly Scheduled Part Time Employee: In order to receive holiday pay, a regularly scheduled part-time employee must work at least one (1) day in a holiday week or be on an approved paid absence status (such as vacation or sick leave). If a regularly scheduled part-time employee works thirty (30) hours or more the week before a holiday, he/she will be paid eight (8) hours holiday pay. A regularly scheduled part-time employee that works less than thirty (30) hours shall receive a pro rata portion of holiday hours based upon the average daily hours worked in the preceding week.

3. Full Time Employee: In order to receive holiday pay, a full time employee must work at least one (1) day in a holiday week or be on an approved paid absence status (such as vacation or sick leave). One (1) day of holiday pay shall equal eight (8) times an employee's regular straight time hourly rate of pay.

4. Holidays on Schedule Work Days: If one of the holidays falls on a regularly scheduled work day during an employee's vacation, he shall not be required to use his/her leave for the holiday. In order to permit orderly operations of the facility, any holiday falling on Saturday or Sunday shall be observed on the same day as that observed by the federal employees.

ARTICLE VIII – Vacation / Sick Leave

1. Paid Vacation Accrual- Each employee's Paid Vacation will accrue based on their length of continuous service in the bargaining unit and their hours paid. Regularly scheduled part-time employees shall receive a pro rata share of vacation based upon the number of hours each regularly scheduled part-time employee works in the prior year and the years of service.

Service	Vacation Accrual Rate per hour paid	Hours accrued per year (*2080 hrs paid)
0-4 years	0.0461	96
5-9 years	0.0653	136
10-17 years	0.0846	176
18+ years	0.1038	216

2. Unused Vacation Hours: Employees may carryover up to one hundred and twenty (120) hours of unused vacation into subsequent years. Employees will be paid out any portion of vested vacation beyond the 120 hours carried over on their anniversary date. Employees' accumulated vacation benefit and pay will be transferred to the successor contractor in the event another company takes over the contract. In cases of individual termination not involving a change of contractor, accrued vacation shall be paid to an employee upon termination.

3. Vacation Scheduling: Employees eligible for vacation shall be permitted to schedule their earned vacation in blocks of five (5) consecutive days with thirty (30) day notice to their supervisor. Individual days of vacation may be taken upon giving at least five (5) days' notice to their supervisor.

4. In the event an employee voluntarily leaves the employment of the Company, he/she shall receive pay for all accrued vacation time.

5. In the case of the death of an employee, the Company shall pay all accumulated accrued vacation time due him/her to the surviving spouse, if there is no surviving spouse, the vacation pay shall be paid directly to his estate.

Sick Leave

1. Employees shall earn one (1) hour of sick leave for every 30 hours worked, up to forty (40) hours per year for illnesses, safety or family care IAW the Maryland Family Safe and Sick Leave.

2. An employee may roll over any unused sick leave balance year to year up to 64 hours .

3. In the event an employee voluntarily leaves the employment of the Company, he/she shall receive pay for all accrued sick leave.

4. If an employee is terminated from the company any unused sick leave will not be paid out.

(Each employee will be given the option to designate which policy (Vacation or Sick Leave or a combination of both) their current unused PTO balance will be transferred into.)

ARTICLE IX –SENIORITY

1. Seniority Determination: Seniority of an employee is the length of his continuous service in the bargaining unit with the Company or a predecessor Company.

2. Seniority In Reference to Job Classification: An employee shall hold seniority in the job classification as listed in Article XIV of this Agreement to which he has been regularly assigned.

3. Vacancies:

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

   b. Job vacancies, once posted, shall be filled based on an employee's qualifications, abilities, and employment record. Qualifications, abilities, and employment record being equal, the employee with more seniority shall be given preference for the position.

4. Layoffs:

   a. In case of a layoff of one (1) week or more in job classifications, the employee with the least seniority shall be laid off first, provided that the employees remaining in the respective classification(s) have at least the same qualifications, employment records, and abilities to do the work in a satisfactory manner and time. In recalls back to work, the employee with the most seniority must be recalled first, provided the same conditions shown above are met. Employees will be given two (2) weeks' notice of layoff. If layoff notice is not given, the company will pay the employees affected one (1) days' pay for each day short of (2) weeks' notice. This provision shall not be effective if the reduction is based upon Government direction or action for which the company does not receive two (2) weeks' notice.

   b. In the event of a reduction in force or layoff in a job classification in this agreement, all employee's affected shall have the right to displace (bump) a less senior employee from another job classification in which said employee has been previously classified and qualified to perform the duties in that job classification.

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

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

   a. Resignation
   b. Discharge for just cause.
   c. Lay-off in excess of one (1) year.
   d. Failure to return to work at the expiration of a leave of absence.
   e. Failure to return to work within ten (10) days after being recalled from layoff unless excused by the Company.
   f. Absence of three (3) consecutive workdays without reporting to the Company

6. Probation Period: Each new employee shall serve a probation period of ninety (90) calendar days. If during the ninety (90) day period, it is found that the new employee is not suitable for the job; his/her services may be terminated at the Company's sole discretion, without recourse.

ARTICLE X – JURY DUTY

1. A full-time employee required to be absent from his employment to serve on a jury shall be paid for eight (8) hours times his regular hourly rate of pay for each day of jury service. Part-time employees shall be paid wages equal to the amount he/she would have received for work schedule on the day of service. Such absences shall be supported by a statement signed by the Clerk of the Court certifying as to each day of jury duty. All monies received by the employee as a result of such jury duty service shall be endorsed over to the Company.

2. An employee who is subpoenaed or summoned to court as a witness in a case, in which the Company is a party, or in which the employee is called concerning information received in official capacity as a Company employee shall receive all benefits, and pay, and operate under the same conditions as outlined in paragraph (1) of this Section.

ARTICLE XI – DEATH IN THE FAMILY

1. Full time employees will be permitted up to five (5) work days of funeral leave commencing with the death of an immediate family member (parent, step-parent, spouse, child, step-child, brother, sister, brother-in law, sister-in-law, mother-in-law, and father-in-law).

2. Full time employees will be permitted up to three (3) working days of funeral leave commencing with the death of an extended family member (aunt, uncle, nephew, niece, grandparents and/or grandchildren) The Company may require the employee's to provide obituary notice as a condition of receiving bereavement pay.

ARTICLE XII – DISCHARGE AND DISCIPLINE

1. Employee Discharge: In cases involving the following acts listed below, the Company may remove from service an employee prior to a hearing; otherwise, no employee shall be discharged without a fair and impartial hearing.

   a. Bringing onto Company property, having possession of, being under the influence of, or consuming on Company property or off Company property while on Company business, any intoxicant.

   b. Bringing onto Company property, or having possession of, being under the influence of, or using, selling, or attempting to sell on Company property or off Company property while on Company business, any form of narcotic, depressant, stimulant or hallucinogen, the possession, use, or sale of which is prohibited by law (expecting only the taking of a prescribed drug under the direction of a physician)

   c. Carrying a concealed weapon on Company premises.

   d. Disclosure of any information confidential to the Company or its subcontractors.

   e. Dishonesty, disloyalty, or misrepresentation of any kind to the Company, its subcontractors, or to any officer of the United States Government or official of the Government.

   f. Engaging in conduct which has the effect of sexually harassing or intimidating an employee or which contributes to a sexually harassing or intimidating work environment.

   g. Failure or refusal to carry out orders or instructions unless such orders are unsafe.

   h. Failure to promptly report work-related injuries to supervisor.

   i. Falsification of any Company expense report.

   j. Falsification of one's own hours worked or reporting time for another person.

   k. Falsification of reason for absence from work

   l. Deliberate or willful falsification or omission of information requested on or for the Company reports, records, or documents, including employment application.

   m. Interfering with the work of other employees.

   n. Obtaining employment on the basis of false or misleading statements.

o. Refusal to submit to testing for drugs or sobriety. Such testing to be done upon reasonable suspicion.

p. Sleeping on the job.

q. Threatened or actual physical violence.

r. Unauthorized use of, removal of, theft, or intentional damage to the property of the Company or any of its subcontractors, a coworker, or of the United States Government on a federal or civilian installation.

s. Upon direction from the Government that an employee is to be terminated or upon the barring of the employee from the installation by Government.

2. Except as stated above, a verbal warning shall be given, for the first two (2) offenses. In cases involving a third (3) offense, a written warning may be given. Any written notice shall be supplied to the employee.

3. All verbal and written warning notices shall expire nine (9) months after they are given. And the verbal or written shall be removed from the employee's file.

ARTICLE XIII – GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

   c. If not settled at Step (b), the grievance shall be presented for resolution to the Project Manager of the Company and the Union Business Agent within ten (10) working days after the grievance arises.

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

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

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

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

6. The costs of the arbitrator shall be borne equally between the Company and the Union.

7. The discharge of an employee during the first ninety (90) days of his employment shall not be a grievance matter and shall not be subject to arbitration.

ARTICLE XIV – JOB CLASSIFICATIONS AND WAGES

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

Classification	Current	Equity Adjustment	4/1/2026 $1.75	4/1/2027 $2.00	4/1/2028 $2.29
Bus Driver	$37.60		$39.35	$41.35	$43.64
Crane Operator	$47.30	$5.00	$54.05	$56.05	$58.34
Dispatcher	$36.54		$38.29	$40.29	$42.58
Heavy Equip. Operator	$41.30		$43.05	$45.05	$47.34
Heavy Vehicle Operator	$37.80		$39.55	$41.55	$43.84
Laborer	$33.65		$35.40	$37.40	$39.69
Lead Mechanic	$41.59		$43.34	$45.34	$47.63
Light Vehicle Operator	$34.09		$35.84	$37.84	$40.13
Maint. Director Test/Cert Spec.	$42.80		$44.55	$46.55	$48.84
Mechanic	$41.30	$5.00	$48.05	$50.05	$52.34
Medium Vehicle Operator	$35.59		$37.34	$39.34	$41.63
Motor Vehicle Mech. Helper	$36.64		$38.39	$40.39	$42.68
Motor Vehicle Wrecker	$36.44		$38.19	$40.19	$42.48
Operations Branch Lead	$41.59		$43.34	$45.34	$47.63
Secretary (Secretary II)	$36.54		$38.29	$40.29	$42.58
Shuttle Bus Driver	$34.09		$35.84	$37.84	$40.13
Taxi Driver	$34.09		$35.84	$37.84	$40.13
Tools and Parts Attendant	$36.98		$38.73	$40.73	$43.02
Tractor Trailer Operator	$38.62		$40.37	$42.37	$44.66
Typist-File Clerk (Typist II)	$34.09		$35.84	$37.84	$40.13

All full-time employees shall be classified in one of the job classifications listed above based upon which classification each employee expands eighty percent (80%) of his time (of a year). Employees may be called upon to perform other duties as work requires or the Company deems necessary, but the employee shall not be paid less than his regular rate. Should the employee perform work in a higher paid classification, the employee will receive the higher wage for all hours worked in that higher classification. On call and irregularly scheduled employees shall be paid at the rate(s) applicable to the classification(s) wherein they work. The manning needs of any classification covered by this Agreement shall be determined solely by the Company. Nothing contained in this Agreement shall constitute a guarantee of any particular job or number of hours of work.

ARTICLE XV – HEALTH AND WELFARE (PENSION)

1. The Company will make contributions on behalf of all eligible bargaining unit employees, full time employees and regularly scheduled part time employees, to the National I.A.M. Benefit Trust Fund in the amounts set forth and in accordance with the terms of the National I.A.M. Benefit Trust Fund Standard Contract Language (the "standard contract language") applicable to the bargaining unit employees. Eligibility, coverage, and benefits shall be as set forth in the Standard Contract Language. The Standard Contract Language, however, does not and is not intended to pre-empt, vary or alter the terms of the Agreement, as amended or the Company's obligations there under. The parties agree that the Company's contribution shall be allocated among the Company and each employee as specified below. The Company shall pay to the National I.A.M. Benefit Trust Fund Pension on behalf of each eligible employee for all hours paid up to a maximum of 40 hours per week. Employees shall be eligible for all Health benefits (IAM Benefits Trust Health Insurance and Fringe Benefit and Pension) starting with the first day of employment with the Company.

   Effective 4/1/2026 $11.10 per hour
   Effective 4/1/2027 $11.85 per hour
   Effective 4/1/2028 $12.60 per hour

2. To the extent the cost of the coverage(s) selected by the employee exceed this amount, the excess cost shall be borne by the employee, and the Company shall withhold any such excess cost from the employee's paycheck on a bi-weekly basis. This withholding shall be combined with the fringe benefits due to the employee hereunder, and this combined total shall be equal to the contribution amount for the coverage(s) selected by the employee as set forth in the Standard Contract Language. In

no event shall the Company be liable for the cost of any coverage(s) selected by the employee in excess of the benefits set forth herein.

3. The Applicable Health and Welfare (H&W) rate shall be used primarily to fund eligible health and welfare benefits. Any residual amount may be allocated as a cash payment to the employee not to exceed two dollars ($2.00) per hour.

4. Pension/401(k): Any remaining part of the fringe benefits not used to pay for employee insurance coverage shall be paid into a 401k savings plan in the employee's account or a cash benefit IAW section 3. The plan shall be administered by the Company, with the funds being held in trust for the employees by the plan trustee. All employees who complete their ninety (90) day probationary period shall be one hundred percent (100%) vested in the plan on the first day of the following month. All employees who are hired by the Company after the effective date of this Agreement shall become eligible participants in the plan on the first day of the month following completion of the ninety (90) day probationary period.

5. I.A.M. National Pension Plan

(A) The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan to a maximum of forty (40) hours per work week for which employees in all job classifications covered by this Agreement are entitled to receive pay

4/1/2026	4/1/2027	4/1/2028
$1.00	$1.10	$1.20

(B) The Company contributions shall be based on hours paid (wages, paid vacation/sick leave, paid holidays, paid bereavement leave, paid jury duty, military training leave).

(C) Contributions for a new, probationary, and regularly scheduled part-time and full-time employee shall be payable from the first day of employment.

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

(E) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

(F) This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement, or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund.

ARTICLE XVI – NO STRIKES OR LOCKOUTS

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

2. Notwithstanding the provisions of Section XIII (1) of this Agreement, any party aggrieved by a violation of Section XVI (1) shall have the right to seek a remedy for such violation before the National Labor Relations Board or a Court of competent jurisdiction.

ARTICLE XVII – BULLETIN BOARDS

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

ARTICLE XVIII – VISITATION RIGHTS

Union representatives shall have reasonable access to the facility by permission of the Company and clearance by the Base Commander.

ARTICLE XIX – GENERAL PROVISIONS

1. The Company agrees that it will not discriminate against any employee because of his/her membership or activity in the Union.

2. Tools and Equipment: The Company shall furnish all special tools and equipment and updates necessary for the performance of work and all such equipment shall be in a safe working order. Special tools and equipment shall include, but not be limited to, power and pneumatic tools. Employees will furnish normal hand tools.

3. Rain Gear: The Company shall furnish eight (8) sets of (4 large and 4 extra-large) rain gear for use by employees covered by this Agreement. This rain gear shall consist of raincoat and rain pants.

4. Safety Shoe Allowance: The Company shall provide the applicable annual safety shoe allowance in accordance with the chart below. Payment for the allowance will be made in paychecks distributed at the end of October.

Employee Classification	Effective 4/1/2026	Effective 4/1/2027	Effective 4/1/2028
Full Time Employee	$ 200.00	$ 200.00	$ 200.00
Regularly Scheduled Part Time Employee	$ 150.00	$ 150.00	$ 150.00

5. Uniforms: Uniforms will be provided by the Company without cost to the employees and shall be worn and/or utilized by the employees in the performance of their job tasks. The employees will maintain uniforms in good condition and will be returned to the Company upon departure of an employee.

6. Tool Allowance: Effective April 1, 2026, all mechanics required to furnish hand tools shall receive a tool allowance of four hundred and fifty dollars ($450.00) at the end of each calendar quarter. Payment for the quarter ending will be made in paychecks distributed at the end of the month following each calendar quarter.

ARTICLE XX – LEAVE OF ABSENCE

1. Any employee, upon application in writing and at the discretion of the Company, may be granted a leave of absence without pay not to exceed six (6) months per year because of official Union business, personal illness, and illness in employee's immediate family, disability, or serving in an elected or appointed public office. Cost of benefits during a leave of absence is the responsibility of the employee and must be prepaid monthly.

2. Seniority will accumulate during all leaves of absence listed above.

ARTICLE XXI – SHOP STEWARDS

1. The Company recognizes the right of the Union to designate one Shop Steward and one Alternate from the Company's seniority list. The authority of the Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

   (a) Investigation and/or presentation of grievances to the Company or the designated Company representative in accordance with the provisions of the labor agreement.

   (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union, or its Officers, provided such messages and information have:

      (i) Been reduced to writing, or:

      (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.

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

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

ARTICLE XXII– MAINTENANCE OF PRIVILEGES

It is agreed that any and all privileges enjoyed by the employees prior to the date of this Agreement shall not be denied to them because of the signing of this Agreement unless specifically altered or deleted herein. Such privileges shall be continued to be enjoyed by the employees during the term of this Agreement.

ARTICLE XXIII – SCOPE OF AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferor, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the same time the seller, transferor, or lesser executes a contract of transaction as herein described.

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

ARTICLE XXIV – NON-DISCRIMINATION

1. The Company and the Union agree to observe all applicable federal and state laws regarding non-discrimination against any employee or applicant for employment because of race, handicap, color, religion, origin, age, or sex.

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

ARTICLE XXV – SAFETY & HEALTH

1. Company Commitment:
   a. The company agrees to maintain sanitary, safe, and healthful conditions in all its operations and working establishments in accordance with applicable Federal, National Consensus, State and Contractual Safety & Health Laws, Rules & Regulations.

   b. Under no circumstances will any employee be required to engage in any activity involving dangerous conditions or work, or danger to person or property or in violation of any applicable statute or government regulation relating to safety of person or equipment. The term "dangerous conditions of work", does not relate to the type of cargo, property and/or material which is hauled or handled.

   c. The Employer retains all rights not specifically addressed in this agreement.

2. Legal Compliance and Revisions: The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable Safety & Health Laws, Rules, and Regulations.

3. General Responsibilities:
   a. All employees of the company shall adhere to and comply with the Company's Safety and Health Plan.

   b. Compliance with the prescribed Safety & Health policies & procedures is considered a condition of employment. An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition and/or accident will be subject to coaching, counseling, or disciplinary action, up to and including discharge.

   c. Any employee who is willfully or intentionally engages in such misconduct as identified in the preceding paragraph may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause.

   d. All employees who drive contract vehicles, to include employer owned/leased, and/or Government furnished vehicles, will be required to maintain a valid driver's license, and maintain a safe driving record, consistent with the employer's safety program and insurance requirements, as a condition of continued employment. The employer shall have the right to check the validity of such driver's license at their discretion in accordance with the employer's policies.

   e. Employees shall keep equipment and contract vehicles, to included employer owned/leased and/or Government furnished vehicles, within their control, in a neat, clean and safe condition. Each employee driving an employer owned/leased and/or Government furnished vehicle shall perform the Vehicle Safety Inspection Checklist procedures as required by company procedures.

   f. Employees will be responsible for reasonable care of customer and/or company furnished equipment and will notify the company of any loss, sabotage, or willful damage to company, customer or employee property and/or materials.

4. Personal Protective Equipment:
   a. The company shall provide all required personal protective equipment (PPE) as required by recognized national consensus safety standards at no cost to the employee.

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

   c. Employees required to wear steel toed shoes or boots by the company shall be provided a safety shoe allowance in accordance with Article XIX paragraph (4). The shoes/boots shall meet applicable safety standards.

d. Employees who work in areas and/or assignments where they are required to wear a respirator and/or self-contained breathing apparatus (SCBA) will meet the face piece-to-face seal standards as established by recognized national consensus safety & health standards.

5. Safety Training:
   a. Training and certification as required by recognized national consensus safety standards and or contract requirements will be accomplished in accordance with applicable Federal and State guidelines.

   b. If an employee's job includes the requirement that he/she have a commercial driver's license (CDL), the company will pay renewal costs, only as follows; The cost of one CDL test: the difference between the cost of a basic operator's license and the class of CDL required for the job. The company may also reimburse employees for cost attendant with a CDL if the license is requested by the company for its convenience. An employee who receives a certification that is required by the Contract will be reimbursed by the Company.

   c. In consideration of the Company's payment of certification expenses, the employee agrees to remain actively employed with the Company for a period of twenty-four (24) months following the date the certification is obtained. Applicable to all hires after March 31, 2026. If the employee resigns before completing the 24 month employment period, the employee agrees to repay the Company for the certification cost according to the following schedule:

      1. 0-12 months of employment completed: 100% repayment

      2. 13-18 months of employment completed: 50% repayment

      3. 19-23 months of employment completed: 25% repayment

      4. 24 months of employment completed: No repayment required

6. Safety and Health Committee:
   a. A Safety and Health Committee shall be formed consisting of;
      i. The company's project manager (or his designated representative),
      ii. Supervisors or non-bargaining unit employees designated by the project manager, and
      iii. Two employees selected by the union from each of the designated project annexes.

   b. The Safety and Health Committee shall work cooperatively to ensure a safe environment at the project for all, employees shall meet as often as necessary but no less than bi-monthly to evaluate safety conditions and recommend actions to the company.

7. Incident/Injury/Mishap Reporting & Investigations:
   a. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to their immediate lead, supervisor and/or manager. The employee, before the end of his/her current shift, shall accurately complete an accident investigation report in writing on forms furnished by the employer and shall turn in all available names and addresses of witnesses to the accident if known.

   b. Any employee becoming aware of an unsafe working condition, to include equipment defects, will immediately report the condition to their immediate lead, supervisor and/or manager. They will also record and submit a written report of the unsafe working condition or accident to the employees immediate supervisor on forms provided by the employer within the same work day.

   c. If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report.

ARTICLE XXVI- WORKERS COMPENSATION:

1. The employer shall provide Workers' Compensation protection for all employees for compensable events "arising out of and in the course of employment".

2. It is the responsibility of all employees to immediately notify their lead/supervisor/project manager in the event of an occupationally-related incident, to include any mishap, injury, illness, property damage event, and/or near-miss incident. (Immediately means as soon as practical after actions required to deal with the situation (i.e; immediate emergency medical treatment, emergency procedures, etc.) are taken care of).

3. Prompt employee mishap notification permits the best possible medical treatment, conduction of immediate safety investigations and implement measures to prevent future similar events. As such, immediate mishap reporting is a condition of employment and failure to do so will become a disciplinary matter.

4. The employee and employer will assist each other in completing appropriate paperwork regarding on-the-job injury clams when such claims are due and owing as required by law.

5. The employee agrees to assist in the timely completion of appropriate forms and documentation per company policy regarding the injury or illness to allow for prompt submission of claims.

6. An employee who is injured on the job and transported in order to obtain medical attention by a competent licensed medical provider, as requested by the company, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day, if it is determined by the doctor that the employee is unable to return to work.

7. The company will furnish transportation as soon as possible for an injured employee to receive initial medical attention. Subsequent treatment for workers compensation cases in a doctor's office, clinic, or hospital or any other competent , licensed medical provider will be on company time if a doctors certification is furnished to the company by the employee specifying the treatment and appointment is during the employees working hours. Transportation for such subsequent treatment will be furnished by the employee.

ARTICLE XXVII- DRUG-FREE WORKPLACE

1. The Company has the right to issue and enforce reasonable rules, regulations, business practices and policies for the purpose of developing and implementing a Substance Abuse Program, violations of which may subject an employee to disciplinary action and through which the Company can require as terms and conditions of employment and continued employment, among other things, substance, drug and alcohol testing; participation in an Employee Assistance Program, and substance abuse rehabilitation and medical treatment. The Union agrees to support the Company's Drug and Alcohol-Free Workplace Business Practice 11-04.13.

ARTICLE XXVIII- DURATION

This Agreement signed this 20th Day of February 2026 shall be effective from April 1, 2026, until twelve o'clock midnight, March 31, 2029 and shall continue from year to year, thereafter, unless either Party indicates a desire to modify or terminate this Agreement by serving written notice on the other Party at least sixty (60) days prior to the expiration date.

AUTHORIZED SIGNATORIES:

Diversified Service Contracting Inc.
115 South Railroad Ave.
Dunn NC, 28334

Steve Malone
Owner/President

Patti Gulino
Director Labor Relations,

Dale Moran
Project Manager

Patuxent River, Local 4
District 4
IAM Union, AFL-CIO

Mark M. Duval
Assistant Directing Business Representative IAM Union District 4

John Stone
Shop Steward, Local 4