

Collective Bargaining Agreement

Between



**International Association of Machinists and Aerospace Workers,
AFL-CIO
District Lodge 70
Local Lodge 774 Yulista Support Services
McConnell Air Force Base, Kansas**

And



**Effective March 1, 2022 to February 28, 2025
Ratified: February 11, 2022**

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PREAMBLE

YULISTA SUPPORT SERVICES, LLC AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, IAM&AW

This contract is made and entered into by and between Yulista Support Services, LLC its successors or assigns (herein referred to as the Company) and the International Association of Machinists and Aerospace Workers, (herein referred to as the Union).

The Company and the Union are committing to work together in the spirit of intent that will jointly improve harmonious relations, mutual understanding, and common interests. This partnership exists within a relationship between the Company and Union seeking to achieve the highest levels of productivity, quality and long-term success for all parties. These common goals include, but are not limited to attracting new customers, retaining existing customers, insuring opportunity for long-term employment, job growth, and shared financial success. The Company and the Union agree that key components of insuring long-term success include, but are not limited to trust, cooperation, and striving toward a mutual understanding in which workplace differences can be peacefully and satisfactorily resolved.

ARTICLE 1 – RECOGNITION

- 1.1. The Company recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining agent with respect to rates of pay, wages, hours of work, and all other conditions of employment for all employees covered by this agreement in NLRB Case Number 17-RC-075420. The bargaining unit consists of all full-time and regular part-time Electronic Technicians and IIs, including leads, quality assurance, and schedulers/supply technicians employed by the Company at the McConnell AFB, Kansas facility, excluding office clerical employees, professional employees, managerial employees, and guards and supervisors as defined in the Act, as amended.
- 1.2. The term "employees" as used in this Agreement means employees in the above- referenced bargaining unit, as per certification and to include the classifications as outlined in Appendix A (Occupational Classifications and Rates of Pay). Any reference to the male gender in this Agreement shall apply

equally to employees of the female gender.

- 1.3. The Union shall not organize or attempt or assist in the organization of supervisory or executive employees having authority in the interest of the Company to hire, direct, transfer, suspend, layoff, recall, promote, discharge or discipline other employees, to resolve grievances or to effectively recommend such actions as defined by the act.
- 1.4. The use of temporary/part-time personnel may be used by the Company to cover unanticipated work situations of short duration. No temporary/part-time employees will be utilized for more than 45 days without mutual agreement between the parties (Union & Company). Temporary/part-time workers may not be used to displace full time employees or fill full time vacancies nor be used during layoffs. The Company agrees that it will use no more than one (1) temporary/part-time employee at any one time without mutual consent between the parties (Union & the Company).

ARTICLE 2 - RIGHTS OF MANAGEMENT

- 2.1. Except as abridged 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 (but not 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, subject to the terms of this Agreement; to transfer, promote or demote employees; to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees; and otherwise to take such measures as management may determine to be necessary to the orderly; efficient or economical operation of the business.
- 2.2. It is understood and agreed that any of the authority and rights the Company had enjoyed prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated or granted by this Agreement.

ARTICLE 3 - NO STRIKES, WORK STOPPAGES OR LOCKOUTS

- 3.1 During the term of this Agreement, neither the Union nor its officers, agents or members shall encourage, authorize, condone or participate in any strike, including but not limited to sympathy strikes, walkouts, sickouts, slowdowns, or refusals to cross a picket line or other work stoppage for any reason. The Union, its officers, agents or members shall not engage in any form of pressure violative of this Article against the Company's customer.
- 3.2 The Company shall notify the Union of any alleged violations of this Article and the Union shall have the opportunity to contact employees and advise them that no actions cited in Section 3.1 have been sanctioned by the Union and warn the employee(s) that if they continue such unsanctioned actions, they may be subject to disciplinary actions, including discharge. If the Union fails to notify the employee within **twenty-four (24)** hours after the Union has been notified by the Company of the alleged violations, the Company reserves the right to impose disciplinary action. Any employee found guilty of violating this Article may be discharged. In the event that an employee is discharged, or otherwise disciplined for violating this Article, the only issues subject to review through the Grievance and Arbitration Article of this Agreement, shall be whether the employee was a participant in the unauthorized conduct.
- 3.3 The Company will not authorize or direct a lockout during the term of this Agreement.

ARTICLE 4 - REPRESENTATION

- 4.1 The Union will designate one (1) Shop Steward and one (1) alternate.
- 4.2 The Company will recognize the Shop Steward for the purpose of representing employees in Step One and Two of the Grievance Procedure. The Grievant, unless on disciplinary leave, and Shop Steward will suffer no loss in pay during time spent in Steps One and Two of the Grievance Procedure in meetings with management. The shop stewards will conduct Union business in a manner that does not interfere with operational requirements, will obtain the approval of the supervisors of the Shop Steward and any other affected employees before conducting Union business during working hours, and will limit such business to reasonable periods during working hours such union business shall not be unreasonably denied.

- 4.3 No person shall have or exercise any of the authority or duties of a Steward unless and until written notice of such appointment, and revocation of any previous appointments, if applicable, signed by a Representative of the Union, shall be filed with the Company's Site Manager.
- 4.4 It is understood that full-time representatives of the Union have the authority to represent members of the bargaining unit at any level of the grievance process as the duly recognized bargaining agent for collective bargaining purposes.
- 4.5 The Company agrees to maintain seniority list and to provide a copy of such to the Union upon the effective date of the Agreement and upon any modification to such list.
- 4.6 Separability should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by 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. The Company and the Union shall meet as soon as possible after the enactment of such legislation or decree to reestablish compliance.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1 Any employee(s) having a complaint relative to the specific terms and conditions of this Agreement shall have the right, directly or through the Shop Steward, to present the complaint to the immediate supervisor. If the parties are unable to informally resolve the complaint and if the complaint involves a matter subject to the grievance procedure, the complaint may be reduced to writing and processed as a grievance.
- 5.2 A grievance is defined as a dispute between the Employer and the employee(s), or the Employer and the Union involving the interpretation, application, or claim of breach or violation of a specific provision of the Agreement that the parties have not been able to adjust orally with his supervisor. No memorandums of agreement or past practices will be binding on the Company. A grievance, at the time it is filed, must identify the specific provision of the Agreement that is claimed to have been breached or violated, and the specific relief sought. Grievances must be executed per this Agreement and cannot be pursued where specifically limited by the terms of this Agreement. It is understood that the time limits specified herein may be extended by written mutual agreement of the Company and the Union.

- 5.3 All grievances shall be presented as soon as practicable after the occurrence upon which the grievance is based, but in no event later than **ten (10)** work days.
- 5.4 If it is determined under the Grievance Procedure, including Arbitration, that any adjustment in pay is appropriate, such adjustment shall be based upon the rate of pay at the time of the occurrence. Any retroactive adjustments shall not extend more than thirty (30) calendar days prior to the date upon which the grievance was presented.
- 5.5 All grievances will be settled according to the following procedure in the following sections. Failure to appeal a decision made at any step in the time specified shall constitute a bar to any further action but shall not constitute a precedent binding upon the Union or the Company. The Company's failure to timely respond to a grievance shall constitute a denial of the grievance and will permit the grievance to move to the next step under this Article.

STEP 1: The employee(s) and the Shop Steward shall meet with the immediate Supervisor. This Step 1 meeting shall be held not more than **ten (10)** working days from the date the grievance is filed with the Company. The Supervisor shall provide the Shop Steward with a written reply to the grievance within **ten (10)** working days after the Step 1 meeting. If this reply is unsatisfactory, the Union may appeal to Step 2, provided such appeal in writing is made within **ten (10)** working days from the receipt of the Supervisor's reply. A Step 2 meeting shall be held within fifteen (15) working days after receipt by the Company of the appeal.

STEP 2: The Union Business Representative or his designee and the shop steward shall meet with the **Program Management Office**. A teleconference is an acceptable method for conducting the meeting. The Director of Operations or designated representative shall provide a written reply to the grievance within fifteen (15) working days after the Step 2 meeting. If this reply is unsatisfactory, the Union may appeal to arbitration, provided such appeal is made in writing within fifteen (15) working days of receipt of the Director of Operations reply. In responding, both parties have an obligation to provide a written response, stating the reason for their position or why the matter is being pursued and/or denied.

Saturdays, Sundays and holidays shall not be counted in computing the due date for any decision or appeal thereto.

The Company's failure to make a response or to respond within the time provided shall be equivalent to a denial of the grievance, and the grievance will automatically proceed to the next step of the grievance procedure.

- 5.6 Any grievance which has not been settled or disposed of in accordance with the steps of the Grievance Procedure outlined above may be submitted to Arbitration within ten (10) calendar days of receipt of the Step 2 reply.
- 5.7 The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) day period and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other party. Each party shall, within ten (10) days from the receipt of such list, be entitled to alternately strike a name from the list until one name remains and this person shall be the arbitrator.
- 5.8 The party required to strike the first name from the list shall be determined by coin toss. The Shop Steward shall provide the coin for the toss and the Company shall declare either "heads" or "tails" prior to the toss. If the Company prevails upon its call of the coin toss, then the Union shall be required to strike the first name from the list. If the Company fails to prevail upon its call of the coin toss, then the Company shall be required to strike the first name from the list.
- 5.9 The parties agree that the decision or award of such arbitrator shall be final and binding on each of the parties and that they will abide thereby except to the extent that the arbitrator exceeds his authority or fails to follow the plain language of this Agreement. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to Arbitration hereunder. Under no circumstances shall this Article constitute an agreement of the parties to engage in interest arbitration. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing hourly rate or to establish a new hourly rate except as permitted by Article 8. Each party shall bear the expenses of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

- 5.10 Exclusions - Claims and other matters that involve a determination by an insurer (including, but not limited to, workers compensation, health benefits and disability benefits), as to the payment of benefits to a bargaining unit employee and any matters specifically excluded by this Agreement from grievance/arbitration shall not be subject to the grievance/arbitration process, unless it is self-insured.

ARTICLE 6 - DISCIPLINARY CASES

- 6.1 When the Company imposes discipline, it shall be for just cause and by adherence to the following procedures:

- a) For less serious infractions of Company rules and policies the Company will follow a four-step procedure of oral reprimand, written reprimand, suspension and discharge. Bargaining unit employees, in appropriate circumstances will be subject to the following progressive discipline steps without regard to whether previous discipline, if any, was of the same or similar type. The progressive discipline steps except for those matters set forth in section 6.1 (b) shall be as follows:

1. Verbal Warning
2. Written Warning
3. Suspension - one (1) to five (5) days without pay
4. Discharge

An employee at any stage of the progressive discipline process who commits another minor infraction will progress to the next stage of the progressive discipline process whether or not the subsequent infraction is of the same or a different kind as any previous infraction(s).

- b) In cases of serious misconduct, such as, but not limited to: major violation of law, violence, theft, security or safety violation, intentional damage to Government or Company property, or drug/alcohol abuse, the Site Manager may suspend the employee immediately and, if appropriate, recommend termination of the employee to the Company's Program Manager or other designated Company official.
- 6.2 It is understood that no disciplinary actions can be administered unless the Company provides evidence of the specific infraction or violation at the time when disciplinary action is presented.

- 6.3 Should there be any dispute between the Company and Union concerning the existence of just cause for discharge or disciplinary action involving a written notice or time off, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.
- 6.4 In the event it is found that an employee has been disciplined or discharged without just cause, such employee shall be reinstated to his former position with seniority unimpaired and paid for any time lost which may be awarded by the arbitrator. Such lost time shall be offset by any interim earnings of said employee, including unemployment benefits.
- 6.5 An employee's disciplinary action record for a verbal warning, where there has been no subsequent infraction of any type for six (6) months, will not be considered for purposes of determining future disciplinary action. An employee's disciplinary action record for written warnings, where there has been no subsequent infraction of any type for twelve (12) months, will not be considered for purposes of determining future disciplinary action. An employee's disciplinary action record of suspensions, where there has been no subsequent infraction of any type, for eighteen (18) months, will not be considered for purposes of determining future disciplinary actions.
- 6.6 The Company will notify an employee of possible disciplinary action as soon as possible, and as a general rule, such notification should occur within seven (7) working days of the Company learning of the alleged infraction. In all cases, the Company shall have fourteen (14) working days to notify an employee of the current status of any on-going disciplinary investigation.

ARTICLE 7 – SENIORITY

- 7.1 The term "seniority" is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of the same or similar work at the same Federal facility.
- 7.2 Subject to the provisions of Section 7.3 seniority for the purpose of lay-off, recall, **transfer** and reclassification under this Agreement shall be site specific. **An employee who is transferred into the bargaining unit from another company site shall establish a new bargaining unit seniority date which is the date the transfer is effective. After thirty-six (36) months of service the transferred employee shall be reinstated to their**

original seniority date. All benefits will accrue pursuant to the original seniority date.

- 7.3 Employees transferring in from another Company site shall retain their original Company seniority for the purpose of benefits. Seniority as defined above shall also apply to the continuous service requirements of Section 17.6, for the accrual of vacation benefits.
- 7.4 Any employee who has been in the employment of the Company for less than ninety (90) consecutive calendar days shall be considered a probationary employee. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure. Employees entering the bargaining unit after the effective date of this agreement shall accrue seniority from the date, they enter the bargaining unit.
- 7.5 Probationary Employees: For the first ninety (90) calendar days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be his hire date.
- 7.6 During such a ninety (90) calendar day period, probationary employees may be laid off or terminated at the discretion of the Company. Such layoffs or terminations during the probationary period shall not be subject to grievance and arbitration.
- 7.7 A seniority list shall be posted by the Company within **thirty** (30) days after execution of this Agreement and shall set the seniority date of each employee covered hereby. Such lists shall be updated as changes occur and shall be sent to the District Business Representative within ten (10) working days after the seniority list is updated.
- 7.8 Employees shall have a period of twenty-one (21) workdays after posting of seniority lists to protest, in writing, an error on the list. The Company and the Union will work together to resolve the issue.
- 7.9 When two or more employees have the same seniority date, the last four (4) digits of the Social Security Number shall be compared. The lower/lowest number shall be considered the most senior.

7.10 Seniority shall be lost under any of the following circumstances:

- Discharge for just cause
- Resignation or retirement
- Failure to report to work upon expiration of an approved leave of absence
- Accepting other employment while on approved leave of absence without Company approval
- When an employee is absent from work for a period of three (3) consecutive days without providing notification to the Company of sufficient reasons to warrant the absence. Sufficient reasons shall be determined solely by the Company; however, the determination of sufficient reasons shall not be applied in an arbitrary or capricious manner.
- Failure to be recalled from layoff within twenty-four (24) months of such layoff or a failure to report to work within two weeks after dispatch of a recall notice sent by Certified Mail to the bargaining unit employee's last known address
- Transfer to a position outside the Bargaining Unit

7.11 In the event of a reduction in force, the Company shall designate the number of positions to be reduced at the affected site in each affected job classification. The least senior employee(s) in the affected job classification(s) will be designated for layoff. Qualified employees will be given an opportunity to bump a less senior employee in a lower classification for which the employee is qualified at the same site for which the employee was selected for layoff and will receive the pay of that classification. Recall shall be accomplished in inverse seniority order within the classification, with the most senior employee on layoff being recalled first to his classification or to any classification for which he previously performed work and is qualified to perform work, provided such recall shall not displace an employee currently occupying the classification. Determining qualifications shall be the prerogative of the Company. The Company will provide a minimum of two (2) weeks' notice of any anticipated reduction in force, except where circumstances beyond the Company's control prevent such timely notification.

7.12 If an employee chooses to accept a voluntary lay-off, he will remain on such status for up to twenty-four (24) months with recall rights as set forth above.

ARTICLE 8 - EMPLOYEE CLASSIFICATIONS

- 8.1 Occupational classifications shall be those listed in Appendix A
- 8.2 In the event that a new occupational classification not listed in Appendix A is required, the Company may establish such new occupational classification.
- a) The Company shall submit to the Union, for its approval, the proposed rate of pay for the new classification. In the event an agreement between the Company and the Union is not reached within five (5) working days from the date of submission, the Company will place into effect the new classification at the proposed rate of pay subject to continued negotiations with the Union.
 - b) If agreement between the Company and the Union is not reached within ten (10) working days from the date of submission, either party may notify the other party, in writing, of its intent to appeal the matter to arbitration and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service in accordance with the provisions of Article 5 of this Agreement. The only issue to be arbitrated shall be the rate of pay for the newly created position. The Arbitrator may only select as the rate of pay, that proposed by the Company, the Union or a rate in between the rate proposed by the Company or the Union. No other pay rates or benefits under this Agreement may be affected by the Arbitrator.
 - c) Any change in the established rate resulting from such negotiations or arbitration shall be retroactive to the date established by the arbitrator.
- 8.3. Promotions will be based on the most senior qualified employee as determined by the Company.
- 8.4. Open Positions will be posted on the bulletin board for five (5) days. Should no qualified person bid on such vacancy then the Employer may then hire from outside or provide the necessary training to a current employee, by seniority.

ARTICLE 9 - HOURS OF WORK SHIFTS/DAYS OFF

- 9.1 The standard workweek will be 40 hours and begin at 12:00:01 AM Monday and end at 12:00 PM (midnight) the following Friday. The standard workweek for each employee shall normally consist of five (5) days per week, Monday through Friday.
- 9.2 The employee schedule will be a continuous shift with an unpaid meal period which will be approximately mid shift.
- 9.3 Work schedules other than those outlined above may be arranged by mutual agreement of all parties or due to the needs of the Customer.
- 9.4 Employees shall receive two (2) fifteen-minute paid breaks (9:00 am & 2:00 pm), unless performing work on-site, at which time the break will be taken before or immediately after the on-site requirement.

ARTICLE 10 - OVERTIME

- 10.1 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours.
- 10.2 It is understood and agreed that the Company reserves the right to require covered employees to perform overtime work in order to meet customer needs. When such overtime is required, employees involved shall be given as much notice as practicable. Overtime work will normally be distributed among the employees who are qualified to and regularly perform the work necessitating the overtime. Where multiple employees are qualified to and regularly perform the work necessitating the overtime, preference will be given based upon seniority. The Company may require the least senior qualified employee(s) to work overtime should a sufficient qualified workforce not otherwise be available.
- 10.3 Employees shall be paid for hours actually worked in excess of eight (8) hours in a day or forty (40) hours in a normal work week at one and one-half (1-1/2) times the straight-time hourly rate.
- 10.4 No overtime shall be worked except by specific direction from management.
- 10.5 There shall be no pyramiding of overtime.

ARTICLE 11 - WORKING ASSIGNMENTS

- 11.1 Qualified and/or certified employees outside the bargaining unit shall not perform the regular and exclusive work of bargaining unit employees, except site managers may continue to perform limited bargaining unit work. Site Managers may, however, may perform instruction and experimentation, installation and/or checkout of new systems or equipment, or perform covered work in emergencies until a bargaining unit employee arrives. It is not the Company's intent to affect any reduction in force of bargaining unit employees by any of the aforementioned, or by management employees performing bargaining unit work. The parties will address the use of vendors or other suppliers on the installation and/or checkout of new systems or equipment on a case-by-case basis.
- 11.2 For bargaining unit employees who are dispatched on overnight temporary duty (TDY) to a site outside of the McConnell Air Force Base, the Company shall provide reimbursement at the JFTR rate as posted by the GSA, plus reasonable documented expenses such as parking and tolls. Employees authorized to use their personal vehicle for Company business shall be reimbursed at the JFTR mileage rate. Employees shall submit reimbursement requests, including copies of bills incurred, immediately, but in no event more than ten (10) working days, after returning from TDY.
- 11.3 Bargaining unit employees may be cross-trained, cross utilized, and transferred from one job to another on a temporary basis.
- 11.4 Bargaining unit employees will perform the duties that are assigned to them. Bargaining unit employees may be cross trained to perform more than one job No bargaining unit employee shall be required to perform work that **they are** not qualified to perform.

ARTICLE 12 - BULLETIN BOARD

- 12.1 The Company agrees to provide a bulletin board for posting Union publicity. Material posted shall be limited to notices of Union meetings, Union newspaper items, Union newsletters, Union recreational and social activities and the Union employee seniority list. Such bulletin board shall be maintained by the Shop Steward, or alternate Steward, in the Stewards absence. The Union shall post no derogatory information concerning the Company on the bulletin board.

ARTICLE 13 - UNION SECURITY AND RIGHTS OF EMPLOYEES

- 13.1 Agency Shop. Each employee covered by this Agreement shall be required, as a condition of employment, beginning **thirty-one** (31) days after the date of hire to either become a member of the Union or, at a minimum, pay the Union monthly service charge for the administration of this agreement and bargaining and/or representation under the Grievance Procedure including arbitration. Such monthly service charge for non- members will be paid within the time constraints set forth for members under Article 4, Section 2.

In the event an employee, who as a condition of continued employment is required to become a member of the Union or provide a monthly service charge, but in any such case does not do so, the Union will notify the Company in writing and through the Company manager or designee of such employee's delinquency. The Company agrees to advise such employee that his/her employment status with the Company is in jeopardy and that failure to meet his/her obligation within 30 calendar days will result in termination of employment.

- 13.2 Check-off During the existence of this Agreement, the Company, insofar as permitted by State and Federal Law, shall deduct out of current net earnings payable to an employee covered by this Agreement, Union dues, initiation fees and reinstatement fees upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee.

In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Union of the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to deduct dues, initiation fees and reinstatement fees from the employee 's paycheck and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the General Secretary-Treasurer of the Union.

The Company shall deduct from the employee's first paycheck each month the monthly dues payable by the employee to the Union. The Company shall remit all amounts to the General Secretary-Treasurer of the International Associations of Machinists and Aerospace Workers. The company shall

furnish the dues/fees money and dues/fees deduction documentation electronically not later than **ten (10)** days following the payday the deduction for dues/fees is made for each month.

When ceasing to deduct Union dues or Agency fees for any reason, the Company will submit the name(s) of such employee(s) in alphabetical order, and the reason for no deduction to the General Secretary-Treasurer of the Union at the same time the monthly dues deduction list is remitted.

Federal Enclave Status. Should the location cease to be a Federal Enclave anytime during this agreement, Article 13.1 of this Article will become invalidated, and membership will be on voluntary basis. To be a Union member, the employee must submit a form provided by the Union to the Company for employee(s) check off for Union Dues withholdings, all other sections of this Article and contract will remain unchanged.

ARTICLE 14 - VISITATIONS

14.1 The Union Representative must have the same Customer authorization as other visitors prior to visiting the facility. During the visit the Union Representative must not interfere with employees during their normal work hours, nor can they use Company telephones or facilities to conduct Union meetings or business unless prior approval is given by the company. Such meetings shall be held off site.

ARTICLE 15 - DRUG AND ALCOHOL-FREE WORK PLACE POLICY

15.1 The Company and the Union recognize the importance of maintaining a drug and alcohol-free workplace and agree that the Company can, from time to time, implement changes to its current rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof. All employees shall be governed by the same Drug and Alcohol-Free Work Place Policy. The Union agrees that any Drug or Alcohol requirements imposed by the Company's client will be implemented and will not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 16 — COMPENSATION

- 16.1 Classifications and rates of pay are shown in Appendix A of this document.
- 16.2 If an employee, by direction of management, assumes the full duties of a higher classification for more than **half of their normal work day** he/she will then be paid the applicable rate while performing the duties of the higher classification. **This shall include QAE assuming the duties of the Site Manager and will receive Lead Technicians rates of pay.**
- 16.3 The Company will have the sole right to assign employees to the lead positions **or Quality Assurance Evaluator (QAE) positions. Any employee selected by the company for a lead technician or quality assurance evaluator position shall have the right to decline the position.**

ARTICLE 17 - PAID TIME OFF

- 17.1 Holidays: The following **twelve (12)** observed holidays shall be designated holidays for each calendar year.

New Year's Day	Memorial Day	Columbus Day
Martin Luther King, Jr. Birthday	Juneteenth National Independence Day	Veteran's Day
President's Day	July 4th-Independence Day	Thanksgiving Day
Day After Thanksgiving*	Labor Day	Christmas Day

Any additional holidays scheduled by the federal government, state, individual base or by presidential decree shall be paid for all bargaining unit employees. This does not include Base, Wing or Family days.

***The day after Thanksgiving** is not facility approved Holiday; therefore, the Site Manager has the authority to schedule employees to work. Any employees required to work on that day shall be allowed to take a floating holiday in lieu of ***the day after Thanksgiving**, covered in Section 17.2.

- 17.2 Holidays will normally be observed on the day of the Holiday. When any of the above enumerated holidays fall on a Sunday it shall be observed on Monday. When any of the above enumerated holidays fall on Saturday, it shall be observed on the preceding Friday. Each employee may use one scheduled holiday (in addition to ***the day after Thanksgiving**) as a

"floating Holiday" to be scheduled in advance on a day approved by the Site Manager in the same calendar year in which the Holiday occurs.

- 17.3 Holiday pay shall be at full pay eight (8) hours at the employee's regular hourly straight time rate.
- 17.4 Employees are eligible for Holiday pay provided they work their last full regular work shift preceding and following the Holiday. Work, for purposes of determining eligibility for Holiday pay, includes **PTO**, Sick Leave, Bereavement, and Jury Duty. Employees on any other leave shall not be entitled to Holiday pay if they do not work their scheduled shift prior to and following the Holiday. Pay received under any Company group insurance disability plan does not qualify the employee for Holiday pay.
- 17.5 Employees who are required to work a holiday shall be paid **one and one-half** (1.5) times their base rate plus the holiday pay.
- 17.6 The Company provides combined Paid Time Off (PTO) to cover vacation and time off due to the employee's own illness or doctor appointments or to tend to the illness or appointments of the employees' immediate family, which includes a registered domestic partner. The Company strongly encourages eligible employees to use PTO for vacations and other family related matters, however, it is up to each employee to determine how best to use available PTO.**

An employee shall be entitled to PTO benefits based upon the anniversary of their date of hire or the employee's SCA seniority date of hire (predecessor SCA contractors), whichever is greater. An anniversary year shall be from the date of hire or the employee's SCA benefit date of hire (predecessor SCA contractors).

Completed Years of Service	PTO Accruals Per Pay Period	Annual PTO Accrual	PTO Cap/Ceiling
Less Than One Year	4.00 Hours	104.00 Hours	184 Hours
1 Year through 4.99	5.24 Hours	136.08 Hours	216 Hours
5 Years through 9.99	6.78 Hours	176.12 Hours	256 Hours
10 Years through 14.99	8.31 Hours	215.91 Hours	295 Hours
15+ Years	9.84 Hours	255.94 Hours	335 Hours

*** All employee's current vacation and sick time hours combined shall convert over to PTO at the start of the new CBA.**

*** PTO Cap/Ceiling applies to the employee's anniversary date.**

- 17.7 Employees must use at least one half of their PTO allotment in the anniversary year in which-it-is-accrued. Employees-may carryover the maximum hours listed in the table listed in the PTO Cap/Ceiling column. Any balance in excess of that amount will be lost if not used by the end of the employee's anniversary year. The Company will consider special circumstances that prevented an employee from using his or her PTO and, where warranted by the circumstances, grant an extension to the-period in which the PTO time may-be used before it is lost.**
- 17.8 In the event the government contract is not renewed or extended, or the employee resigns, retires or is terminated, any earned and unused PTO up to 180 hours shall be paid at the end of employment at regular straight-time rates. Any hours in excess of 180 hours will not be paid out and will be lost.**
- 17.9 Employees shall accrue **PTO** during approved paid absences and during unpaid Union leaves of absences in accordance with Article 13, Section 13.1.
- 17.10 Employees who have completed the 90-day probationary period will be allowed to use **PTO** hours as they accrue. Employees will not accrue **PTO** during the probationary period. Upon successful completion of the probationary period, the employee will be credited with **PTO** retroactive to the beginning of the probationary period.
- 17.11 PTO may not be taken in advance of being earned. Use of PTO does count as time worked for calculating overtime. Minimum usage of PTO is in one tenth (0.10) hour increments. PTO shall be paid at the employee's regular hourly rate of pay.**
- 17.12 PTO that is being used for PTO or other matters known in advance must be scheduled in advance. Employees requesting PTO should submit the request to their supervisor and obtain necessary approvals no less than two weeks in advance. The Company has the right to control the scheduling of both the timing and length of PTO in order to minimize disruption to workflow, however, every effort will be made to schedule PTO during a mutually convenient time.**
- 17.13 **PTO** pay shall be computed at the Employee's straight time base rate at the time of **PTO** and shall be limited to those hours the employee has accrued as of the date the **PTO** period commences.
- 17.14 When PTO is used for the employee's own illness or a doctor**

appointment, or that of an immediate family member, the Company understands that it may not be possible to give much, if any, advance notice. Employees must notify their supervisor as soon as possible when the need for medical/sick PTO arises. You must contact your Site Manager within one hour of your normal shift start time. For any scheduled appointments in which an employee will be absent from work it is incumbent on the employee to notify the Site Manager one week in advance to provide for adequate schedule adjustments.

- 17.15** No medical evidence shall be required for any absence due to injury or sickness that does not exceed three (3) consecutive work days unless there is evidence of abuse. An employee who misses work due to an injury, which resulted in medical restriction, shall advise the Site Manager. As a condition to being allowed to work, the employee shall be obligated to provide a note from a medical provider advising of the existence or non-existence of any medical restrictions.
- 17.16** When a holiday, as defined in this agreement, falls within the PTO period, such holiday hours shall not be charged as PTO hours.
- 17.17** Should PTO conflicts occur; they will be handled on a first-come/first-served basis. Exceptions will be considered for emergency situations and bereavement.
- 17.18** Any employee who fails to return to work within twenty four (24) hours of their first scheduled work shift at the expiration of their PTO period, without a justifiable excuse approved by the Company, shall be considered as having immediately resigned and terminated their employment with the Company. This does not apply if an employee is prevented from giving notice due to a medical or similar emergency.
- 17.19** Employees will receive full pay for days or regular hours missed when the base is officially closed for any reason, provided said days are regularly scheduled work day(s) for employees and provided that the government contracting officer authorizes closure of the Company's facility. In the event that an employee is unable to report to work or needs to leave work early due to inclement weather, natural disaster or for other reasons that threaten personal safety, such employees shall be excused and placed on administrative leave and shall receive their regular rate of pay for the time absent. In all cases, administrative leave shall be approved or disapproved on a case-by-case basis by the Site Manager. Should electrical failure occur for more than two (2) hours

employees will not be required to work unless suitable environment is provided to work or additional duties are required. If these criteria are not met, employees will be paid for such hours missed. Employees must be available during the regularly scheduled work hours to the lab, if required.

- 17.20 Bereavement Leave of **four (4)** days with pay will be offered in the event of the death of an employee's current immediate family member. When an employee is required to travel **three hundred and fifty (350)** miles or more one way to attend the funeral, the leave will be extended to a total of five (5) days. Immediate family members are defined as a parent, spouse, child, stepchild, foster child, brother or sister, grandparent, grandchild or parent-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. **PTO** or unpaid time can be allowed by mutual agreement between the Company and employee for additional time off and will not be unreasonably denied. Bereavement leave will be increased to **seven (7)** days with pay for the death of spouse, **domestic partner**, or child (to include stepchild or foster child).
- 17.21 **When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be granted up to ten (10) days per calendar year or applicable state law, whichever is greater, provided the Company shall retain the right to contact the Court to request the employee be excused due to hardship in performing its jury duty requirements. Pay shall be computed at the employee's straight-time rate at the time of service. PTO will not be used. To receive pay for jury duty, the employee must promptly notify the Site Manager and provide a copy of the court notice.**
- 17.22 An employee on the active role of the Company who is required to engage in military training will be granted time off to perform such training as required by law. The Company will pay such employee the difference between the employee's pay for military training and the wages the employee would have received under this Agreement for up to twenty (20) working days per year.
- 17.23 Holiday pay, **PTO** accrual, and sick/personal leave accrual will be prorated for part-time employees who are regularly scheduled to work less than forty (40) hours a week. This section applies to the temporary/part-time personnel identified in Section 1.4 Proration formula: The employee shall receive proration based on percentage of time worked versus a full forty (40) hours worked.

ARTICLE 18 — MISCELLANEOUS

- 18.1 The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by it without discrimination. In carrying out their respective obligations under the terms of this Agreement, neither the Company nor the Union shall discriminate against any employee due to race, color, age, religion, sex, national origin, disability or record of prior military service.
- 18.2 In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.
- 18.3 Safety: The Company and the Union shall use every effort to assure compliance with established State and Federal safety and health rules. The Union will designate its steward(s) as the representative(s) to any safety committees or councils. The Company will provide at no cost to the employee all OSHA mandatory safety and health items. The Company shall **reimburse** up to a maximum of one hundred fifty dollars (\$150.00) for the purchase of required safety shoes once a year. **A receipt of purchase must be provided.**
- 18.4 This Agreement expresses a full and complete understanding of the parties on the subject of working conditions, hours of labor and the conditions of employment, including, but not limited to, wages and benefits. This Agreement has been reached after many hours of collective bargaining and represents concessions, which have been made by the parties in order to reach an agreement. Any subject matter not mentioned herein is hereby specifically waived, and it is agreed that neither the Union nor the Company will present any demand for claims, or file grievances on issues or matters not included herein during the life of this Agreement, unless the parties mutually agree in writing signed by both parties.

ARTICLE 19 — BENEFITS

- 19.1 This Group Benefits Article shall apply to all full-time employees covered by this agreement. Employees may participate in the Company Group Benefits coverage plans. The Company Group Benefits Plan consists of health care, dental care, vision care, prescription drug coverage, life insurance (AD&D), short-term disability and long-term disability as described in the applicable plan Summary booklets.

- 19.2 The Company may require an employee to exhaust **PTO** benefits while on FMLA leave. The Company shall continue to contribute its portion of the medical dental, life, and AD&D (as applicable under the plan documents) and vision insurance premiums for the month in which the absence begins and for one additional month. The Company shall contribute its portion of the long-term disability premium when the employee is on a medical leave of absence.
- 19.4 The Company shall make the following average health and welfare contributions for all hours paid up to **forty** (40) hours a week paid to pay for the Group Benefits program described above in Section 19.1.

Health and Welfare shall be paid at the rate listed below.

4/1/2022	4/1/2023	4/1/2024
\$10.00	\$10.50	\$11.00

During the term of this Agreement, should the above-mentioned amounts allocated to an employee exceed the amounts required to pay the employee's monthly premiums for the Group Benefits Plan, the excess shall be deposited in the employee's individual, Company-sponsored 401(k) account or the excess may be taken by the employee in "cash." If the amount allocated to an employee is insufficient to cover fully the actual cost of the Company's Group Benefits Plan, the employee shall pay any additional required amount through a payroll deduction.

- 19.5 Employees may opt out of any **and/or all** components of the benefits program.
 - a) Employees who opt out of any Company Benefits Plans in part or total, the remaining benefit money will be placed in the employee's 401 (k) or the amount may be taken by the employee in "cash."
 - b) Employees who are currently opting out of medical, dental, and vision coverage, but who will enroll during open enrollment shall not be allowed to opt out until open enrollment.
 - c) Employees may participate in the Company- sponsored 401(k) plan through payroll deductions. This will not include a Company match and will be subject to IRS max.

19.6 As used in this article, the term full-time employee means an employee who works a regularly scheduled work week of at least **thirty** (30) hours. A part time employee is one who works a regularly scheduled work week of less

than 30 hours per week. A part time employee is not eligible to participate in the Company Group Benefits Plan but will be paid the allowable rates as seen in the Service Contract Act per hour paid in lieu of benefits. A part time employee is eligible to participate in the Company 401(k) plan, but the Company will make no contribution on the Employees behalf.

ARTICLE 20 - IAM PENSION FUND

20.1 Effective **April 1, 2022** the Company shall contribute **the following amounts** to the I.A.M. National Pension Fund, National Pension Plan, for each hour (rounded up to the nearest hour) to a maximum of 40 hours per work week and to a maximum of 2,080 hours per calendar year for all employees covered by this Agreement.

Contribution Rate	Contribution Rate	Contribution Rate
4/1/2022	4/1/2023	4/1/2024
\$4.60/hr.	\$4.75/hr.	\$4.90/hr.

ARTICLE 21 — SEVERANCE PAY

21.1 Severance Pay: In the **event** that the facility should close, or a successor contractor assumes the contract between themselves and the Customer, the Company will provide all employees (excluding employees identified in Section 1.6) not offered employment with the successor contractor at the location of the Agreement a severance package as specified below:

Years of Seniority as defined in Article 4	Severance Pay
After probation to the completion of year 5	80 Hours
Over 5 Years	120 Hours

21.2 Severance pay shall not be paid to employees if the employee, within thirty (30) days after termination or completion of this contract with the customer, whichever date is later, is employed by or accepts employment, or enters into an agreement for subsequent employment with the Company or a succeeding contractor under a follow-on contract.

ARTICLE 22: MACHINISTS CUSTOM CHOICE BENEFITS

22.1 This agreement acknowledges that Yulista Support Services have agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental insurance benefit to their employees in the bargaining unit through their designated agent, Employee Benefits Systems, Inc. (EBS). Members will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. Further, Yulsita Support Services will honor payroll deduction requests and make payments to the underwriter and Employee Benefit Systems, Inc. The Union will defend, save, and hold harmless and indemnify the Company form any and all claims, demands, suits or any other forms of liability.

ARTICLE 23- DURATION AND TERMINATION

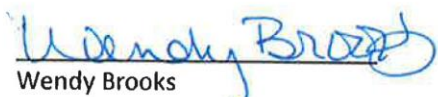
23.1. This agreement shall be effective and shall continue in full force and effect through midnight, 28th day of February **2025** and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representative effective on the 1st day of March **2022**.

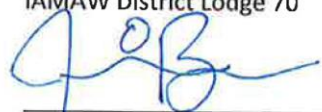
**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS
BY:**

**YULISTA SUPPORT SERVICES, LLC
BY:**

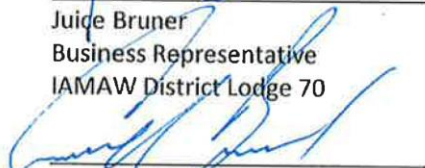
Date: February 9, 2022



Wendy Brooks
Business Representative
IAMAW District Lodge 70



Juice Bruner
Business Representative
IAMAW District Lodge 70



Cornell Beard
President/DBR
IAMAW District Lodge 70



Shaun Junkins
Assistant Directing Business Representative
IAMAW District Lodge 70



Cindy Johnson
Steward



Krista Russell
Labor Relations Specialist
Yulista Holding, LLC

Cedric M. Council
Digitally signed by
Cedric M. Council
Date: 2022.02.15
11:38:20 -05'00'

Cedric Council
Regional Operations Manager
Yulista Support Services, LLC

RAGNONE.WEND
Digitally signed by
RAGNONE.WENDY.C.1111839316
Date: 2022.02.16 09:52:32 -05'00'

Wendy Ragnone
PMEL Program Manager
Yulista Support Services, LLC

APPENDIX A - OCCUPATIONAL CLASSIFICATIONS AND RATES OF PAY

These wage increases will be effective at the beginning of the first payroll period following the dates indicated in the Agreement.

McConnell AFB, KS

Job Classification	4/1/2022	4/1/2023	4/1/2024
Lead Technician	\$49.92	\$51.05	\$52.71
Quality Assurance Technician Evaluator	\$44.95	\$46.41	\$47.92
PMEL Technician II	\$40.87	\$42.19	\$43.57
PMEL Technician I *#	\$36.78	\$37.97	\$39.21
PMEL Trainee *#	\$29.42	\$30.38	\$31.37
Support Services Technician	\$33.99	\$35.10	\$36.24

***All current employees, as of the ratification date, classified as PMEL Technicians will be reclassified as PMEL Technician II. No action shall be taken by the company to downgrade their classification through the duration of this agreement without mutual consent between the Union and the Company.**

#The PMEL Technician I and PMEL Trainee classifications will only be used when a vacancy has existed for at least 90 calendar days with no qualified or available applicants. The Company will give the Union thirty (30) days' notice of intent to use these classifications. The Company may advertise these positions concurrently.

