

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**DELAWARE RESOURCE GROUP  
OF OKLAHOMA, LLC**



**and**



**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS, AFL-CIO**

**DISTRICT 70, LOCAL 774**

**on the KC46 MTS Program at McConnell AFB, KS**

**Effective  
October 1, 2025 – September 30, 2028**

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## AGREEMENT

This Collective Bargaining Agreement made and entered into this 24<sup>th</sup> day of September, 2025 by and between Delaware Resource Group of Oklahoma, LLC (DRG) (herein after referred to as the "Employer") and The International Association of Machinists, AFL-CIO, District 70 (hereinafter referred to as the Union) for work performed at McConnell AFB, KS, for the KC-46 MTS program, (hereinafter referred to as site).

The term "employee" or "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Employer within the bargaining unit described in the Recognition Article, and this agreement shall apply only to such employees.

## PREAMBLE

The purpose of this Agreement is to provide, through collective bargaining, for harmonious relationships between Delaware Resource Group of Oklahoma, LLC. (DRG) and its employees; to secure an amicable and fair disposition of grievances; and to prevent interruption of work, stoppage of employees' payrolls and permit efficient operation of the Employer and the protection of the interests of the taxpayers.

The Union recognizes the ability of the Employer to provide wages and working conditions satisfactory to its employees and further recognizes that the Employer is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and stabilized operation of Delaware Resource Group of Oklahoma, LLC (DRG). In furtherance, therefore, of the above-stated purposes, it is hereby agreed:

## ARTICLE 1 – RECOGNITION

**Section 1.1** - The Employer recognizes the Union, its designated agents and representatives, its successors and/or assigns as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Employer within the bargaining unit as hereinafter defined with respect to wages, hours and all other terms or conditions of employment.

**Section 1.2** - Definition of Unit. The bargaining unit includes all full-time and regular part-time KC-46 maintenance training employees including subject matter experts (SME) and System Administrators (IT) employed by the Employer at its facility located at McConnell Air Force Base, Kansas; excluding all other employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act; as defined in National Labor Relations Board Case 14-RC-358006.

## ARTICLE 2 – MANAGEMENT RIGHTS

**Section 2.1** - The management of the Employer and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. The Employer does have the right to subcontract work and designate the work to be performed by the Employer and the places

where it is to be performed, which right shall not be subject to grievance or arbitration procedures as presented in Article 4 of this agreement. The Employer agrees that no bargaining unit employees will be laid off as a direct result of subcontracting bargaining unit work.

## ARTICLE 3 – UNION BUSINESS

**Section 3.1 - Union Activity During Working Time** - The Employer agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during working time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Employer and the Union, is subject to disciplinary action.

**Section 3.2 - Union Payroll Deduction** - It is agreed between the Employer and the Union that any employee in the bargaining unit defined in Article 1 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form. The Employee's authorization shall be irrevocable for a period of one year from the date they are signed or until this agreement expires whichever occurs sooner, irrespective of their membership status in the Union.

**3.2(a)** - Upon receipt of a signed voluntary deduction authorization, the Company shall deduct out of the employee's wages the monthly amounts due to the Union by said employee on a monthly basis and shall continue said deductions until such authorization is duly revoked by the employee.

**3.2(b)** - The Company shall deduct dues from the employee's first paycheck of each month monthly dues amount payable by the employee to the Union. The Company shall remit said amounts to the Union on a monthly basis.

**3.2(c)** - Deductions shall be remitted to the Union and submitted to IAM Headquarters, Attn: Reports Department, 9000 Machinists Place, Upper Marlboro, MD 20772-2687 no later than the twenty-fourth (24th) day of each month. The Company shall include roster of employee's providing dues and the amounts of the deduction.

**3.2(d)** – As permitted by law, all employee in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.

**3.2(e)** - All employees within the bargaining unit on the effective date of this agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with first full pay period in the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15th)

day of that month.

**3.2(f)** - Employees who are Union members on the effective date of the agreement will commence paying membership dues to the Union , effective the first full pay period after 30 days of being hired or receipt of Union authorization paperwork while in the bargaining unit and on the active payroll as long as they remain members of the Union. Employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Unions while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or bylaws of the union.

**Section 3.3 - Indemnity** - The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Employer in accordance with or arising out of the provisions of this Article, or in reliance on any list notice or assessment furnished under and such provisions.

**Section 3.4 - Business Representatives - Access to Site** - The Business Representative of the Union shall have access to the Employer facilities where bargaining unit employees are normally assigned during working hours for the purpose of conducting legitimate Union business pertaining to this Agreement including, but not limited to the investigation and advising in the handling of grievances and will not interfere with the normal conduct of the Employer's operation. The Employer will not impose regulations which will render the intent of this provision ineffective. The Union shall keep the Employer's Contracts Office and Corporate Program Manager (CPM) informed in writing of the name of the accredited Business Representative. The business representative shall notify the CPM prior to any visit to the various locations or site. Visits by the business representative will comply with any customer required processes/security requirements and will be coordinated to ensure there are no negative impacts on customer training caused by the visit timing. The necessary Employer badges and credentials will be given to the business representative. Visits shall only be made subject to the US Government customer regulations and such regulations as maybe made from time to time by the Employer. Under no circumstances will the business representative be allowed access to any facility areas containing classified materials.

**Section 3.5 - Shop Stewards** - The Union will elect one (1) employee as shop steward and one (1) alternate. An employee while serving as a shop steward shall not be subject to layoff, transferred or loaned from their job classification so long as other employees remain in their job classification and on the shift he is designated shop steward.

**Section 3.6 - Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance** - Each steward shall notify and obtain permission from his supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the business representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. Under no circumstance will Union work supersede responsibilities to support all customer requirements. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, business representative, or his designee, relating to a complaint or grievance. Discussions of the type described in this Section shall be

conducted without requiring the employee or steward to be on unpaid time provided the discussion does not extend beyond the time that the supervisor considers reasonable under the circumstances.

**Section 3.7 - Bulletin Boards** - The Employer will provide one (1) bulletin board of the Employer's selection for the use of the Union at a location mutually agreed to and authorized by the customer. Use will be restricted to the following;

- (a) Notices of Union meetings;
- (b) Notices of Union elections and results thereof;
- (c) Notices of Union recreational and social affairs;
- (d) Such other notices as are mutually agreed upon.

Only notices approved by the Business Representative, or his designee, authorized in writing by the Union and approved by the Employer may be placed on the bulletin boards.

**Section 3.8** - Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under their supervision topics pertinent to the workplace, including but not limited to, the employee's job performance.

**Section 3.9 - Joint Meetings** - Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and Employer representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Employer time for attendance at such meetings shall be arranged in advance by mutual agreement.

This Section is intended to provide a free avenue of communication between the Union and the Employer, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal issues and complaints.

## **ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURES**

**NOTE:** For notifications regarding the Sections of this article, it is understood by both parties that read receipt email to the appropriate party(ies) is sufficient to serve as written notice for grievance process execution.

**Section 4.1 - Grievance.** A “grievance” is a dispute between the Company and the Union (and/or a member of the bargaining unit) with respect to the interpretation or application of any specific provision of this Agreement. Both parties agree to use their best efforts, including informal meetings involving management, supervision, shop steward, and the grievant, to resolve matters without resorting to the grievance procedure, provided that any such meetings shall not extend the time limits set forth in this Article. Subject to the terms of this Article relating to cases of, termination, suspension, or involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance procedure.

**Section 4.2 - Grievance Procedure.** Subject to the further provisions of Section 4.3 below, relating to cases of involuntary resignation, termination, layoff, or suspension, all grievances pursued hereunder must follow the grievance procedure set forth herein:

**STEP 1. Oral Discussion.** The employee first shall discuss his grievance with the Steward or Union Representative and if the Steward considers the grievance to be valid then the employee and the Steward shall notify the employee's Corporate Program Manager (CPM) of the grievance. Within 10 Calander days from notification of the grievance the parties shall meet and attempt to affect a settlement of the complaint. To timely initiate the grievance process, this grievance notification must occur within ten (10) calendar days from the first occurrence on which the grievance is based or when it was first discovered or should have been discovered by the affected employee or Union Representative. This procedure, however, will not prevent an employee from contacting the CPM directly if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

**STEP 2. Grievance Reduced to Writing.** If no resolution of the grievance is reached in Step 1, the Steward, if he considers the grievance to be valid, will reduce to writing a statement of the grievance which the grievant must sign. This written grievance must contain, at a minimum, the following:

- (a) The detailed facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated.
- (c) A detailed explanation of the remedy sought.

If any of the criteria listed above are not met, the grievance will be considered invalid, and the clock will not re-start on a timely filing.

The Steward shall sign and submit the written statement of grievance to the Corporate Program Manager (CPM) for consideration and the CPM must receive the written statement of grievance within five (5) calendar days after the oral discussion/meeting in Step 1 has taken place. Failure to submit the written grievance in accordance with the terms and to ensure receipt of the written grievance within the five (5) calendar day deadline of this Step 2 will be deemed an abandonment of the grievance, and the matter will be closed. After such submission, the CPM and the Steward may, within the next ten (10) calendar days, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) calendar day period, or agreed extension thereof, the CPM and the Steward shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

**STEP 3. Written Grievance Handling at Union Representative/Company Representative Level.** If no resolution of the grievance is reached in Step 2 within the specified time limits, the Union Representative or his designee may initiate Step 3 by submitting the grievance directly to the Company's Chief Operating Officer. The Chief Operating Officer must receive the written grievance within five (5) calendar days after the signature of the written grievance as required in Step 2 has occurred. Failure to submit the written grievance in accordance with the terms and to ensure receipt of the written grievance within the five (5) calendar day deadline of this Step 3 will be deemed an abandonment of the grievance, and the matter will be closed. After such submission, the designated representative of the Company and the Union Representative or his designee may, within the next ten (10) calendar days settle the grievance and, over their signatures,

indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) calendar day period the designated representative of the Company and the Business Representative, or his designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

**STEP 4. Mediation.** If resolution of the grievance is not reached under Step 3 above, the Union or the Employer wishing to take the grievance to Step 4 must notify the other party in writing of their desire to proceed to mediation and must formally request mediation in writing from the office of the Federal Mediation and Conciliation Service located nearest to the worksite, if the FMCS is unable to facilitate grievance mediation, then the parties will mutually agree to a neutral party (judge, attorney, mediator, arbitrator) located in the same state as the facility where the grievance is located. Mediation shall be virtual, similar to FMCS mediations. This request for Mediation and notice of request to the other party must be provided within ten (10) work days after the signature of the written grievance as required in Step 3 has occurred. Failure to submit the request for mediation and notice of request for mediation in accordance with the terms and within the ten (10) work day deadline of this Step 4 will be deemed an abandonment of the grievance, and the matter will be closed. Mediation under this section is required before arbitration unless the parties mutually agree to proceed directly to arbitration at the conclusion of Step 3. The request for mediation must be served in writing by the party requesting it on the Federal Mediation and Conciliation Service or alternative mediator and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties within thirty (30) calendar days of the request for mediation and notice of request for mediation, unless the parties mutually agree in writing to an extension of that 30-day period. Cost of alternative mediation outside of FMCS will be split equally between the parties. If the Shop Steward's presence is requested by the Union, such request for time off without pay to attend the mediation will not be unreasonably denied.

**STEP 5. Arbitration.** If resolution of the grievance is not reached in Step 4 within the specified time limits, then either party, within ten (10) calendar days thereafter, may request in writing to the other party that the matter be submitted to an arbitrator. This written request for arbitration must be received by the other party within the ten (10) calendar day deadline. Failure to submit the request for arbitration in accordance with the terms and within the ten (10) calendar day deadline of this Step 5 will be deemed an abandonment of the grievance, and the matter will be closed. For matters which proceed to arbitration, Section 5 and Section 6 of this Article shall apply.

**Section 4.3 - Involuntary Resignation, Termination, Suspensions, Layoff.** In cases of involuntary resignation, termination, suspensions, or layoffs, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Company within five (5) calendar days after the date of involuntary resignation, termination, suspension, or layoff. The employee will have the right to proceed through the grievance process and within the deadlines set forth in this Article.

**Section 4.4 - Retroactive Compensation.** Grievance claims involving retroactive compensation shall be limited to thirty (30) calendar days prior to the date the grievance was reduced to writing and received by the Company.

**Section 4.5 - Selection of Arbitrator - from Federal Mediation and Conciliation Service.** If the party pursuing the grievance has followed the grievance process as set forth in this Article and has not waived its ability to pursue arbitration through non-compliance with the timing or procedural requirements herein, the party desiring arbitration shall request to submit a panel of seven (7) arbitrators. Such request shall state the general nature of the case and ask that the arbitrators on the panel be qualified to handle the type of case involved. The parties' request for the panel of arbitrators submitted to the FMCS shall require that the arbitrators be certified by either the American Association of Arbitrators (AAA) or the National Association of Arbitrators (NAA). When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The parties agree to strike the panel ten (10) workdays after receipt of such panel.

**Section 4.6 - Arbitration - Rules of Procedure.** Arbitration pursuant to Step 5 shall be conducted in accordance with the following:

**4.6(a)** The arbitrator shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.

**4.6(b)** The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

**4.6(c)** The arbitrator shall rule only on the basis of information presented in the hearing, motions, and pleadings before them and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.

**4.6(d)** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

**4.6(e)** Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**4.6(f)** The Union and the Company shall equally share payment for the compensation of the arbitrator including their necessary expenses.

**4.6(g)** The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

**Section 4.7 - Time Limits are of the Essence.** Time is of the essence. Failure of the Company to act within the time limits set forth in any step shall cause the grievance to proceed to the next step. Failure of the Union to act within the time limits set forth in any step shall cause the grievance to be waived. The time limitations set forth in this Article are of the essence of this Agreement and are substantive limits. There is no agreement to

arbitrate any grievance not processed within the time limits contained herein. No grievance shall be accepted by the Company unless it is submitted or elevated to the next step of the grievance process within the time limits set forth in this Article. Regardless of whether it is the Union as an entity or an individual employee that is the grievant, the grievance will be timely only if it is submitted and received within the time limits set forth in this article. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

**Section 4.8 – Calander Day falls on a Weekend or Holiday.** If the deadline for any action in this Article falls on a non-business day (e.g. Saturday, Sunday, or Holiday), the deadline will be the next business day.

**Section 4.9 - Procedural Requirements are Substantive Requirements.** The procedural requirements set forth in this Article 5 are substantive requirements that must be followed for there to be a valid grievance. There is no agreement to arbitrate any grievance not processed according to the procedural requirements set forth in this Article 5 (i.e. notice to the appropriate representative). Failure to follow the grievance procedure as set forth in this Agreement in any manner shall be deemed abandonment of the grievance and the grievance will be closed.

**Section 4.10 - Agreement Not to be Altered.** In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.

**Section 4.11 - Conference During Working Hours.** All conferences resulting from the application of provisions contained in this Article shall be held during working hours.

**Section 4.12 - Signing Grievance Does Not Concede Arbitrable Issue.** The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

## ARTICLE 5 – DISCIPLINE AND DISCHARGE

**Section 5.1 -** Employee discipline prior to termination generally will be in the form of an oral warning, a written warning, and a 3-day suspension. However, depending on the nature of the incident, nothing herein should be construed as requiring the Employer to utilize all or any steps of progressive discipline in any given situation.

**Section 5.2 -** The Employer may discipline and discharge employees who have not completed the probationary period set forth in Article 6, Seniority, for any reason without recourse by the employee or the Union pursuant to Article 4, Grievance Procedure.

**Section 5.3 -** The Employer may discipline and discharge non-probationary employees for just cause. Just cause for discipline or discharge shall include, but not be limited to, all of the offenses listed in the Employer’s “*DRG Employee’s Policy Manual*.” Just cause for discipline or discharge also may include any reason in addition to the reasons listed in the policy manual.

**Section 5.4 -** The Employer will make reasonable efforts to notify the shop steward about the discharge or discipline prior to the discharge or discipline. In no event shall this reasonable effort to notify the shop steward delay imposition of the discharge or discipline.

## ARTICLE 6 – SENIORITY

**Section 6.1 - Purpose and Definition** - Both parties hereto agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to his employer, and that length of service should receive recognition in case of promotion. Therefore, both parties agree the principle of seniority, where qualifications, productivity and dependability are substantially equal, shall be the determining factor and shall apply upon a company-wide basis in accordance with the specific application provisions of this agreement.

### **Section 6.2 - Probationary Employees.**

**6.2(a)** For the first ninety (90) 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 established as of ninety (90) days prior to the completion date of his probationary period.

**6.2(b)** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Employer. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

**Section 6.3 - Establishment of Seniority** - All employees have seniority defined as their length of service to include the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at McConnell AFB. All benefits, vacation, and administrative actions will recognize the longevity and/or accrued benefits of current employees based on this seniority date.

**Section 6.4 - Employees With Identical Seniority Dates** - When two or more employees have the same seniority date as herein provided, the employee having the lowest number (the last four 4) digits of one's social security number shall be considered as having the least seniority for tie breaking purposes.

**Section 6.5 - Accumulation Seniority** - Seniority shall accumulate for:

**6.5(a)** Employees who are on the active payroll of the Employer and in the bargaining unit defined in Article 1 of this Agreement;

**6.5(b)** Employees while on active military service and reinstated in compliance with applicable law;

**6.5(c)** Time spent on authorized leave of absence for Union business in accordance with Article 19;

**6.5(d)** Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statute provided in 6.5(g);

**6.5(e)** Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;

**6.5(f)** The first 30 days of any other authorized leave of absence unless on military activation as defined in Article 19.

**6.5(g)** Time spent on layoff for a period not to exceed two (2) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year;

**Section 6.6 - Loss of Seniority** - An individual shall lose seniority rights for the following reasons:

**6.6(a)** Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Employer, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned;

**6.6(b)** Discharge for cause;

**6.6(c)** Failure to respond with an acceptance within five (5) working days after receipt of a recall from layoff notice by certified mail (unless such period is extended by the Employer);

**6.6(d)** Failure to report for work within fourteen (14) calendar days after acceptance as indicated in Article 9, Work Force Administration, or on such later date as may be designated by the Employer;

**6.6(e)** Failure to keep the Employer advised of any changes in current mailing address, while on layoff. The Employer will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;

**6.6(f)** Layoff for a period in excess of two (2) years (or for employees with less than one (1) year seniority, layoff in excess of one (1) year);

**6.6(g)** Retirement;

**6.6(h)** Absence in excess of three (3) consecutive working days without notification, or failure to return for leave of absence within three work days, without notification shall constitute RESIGNATION as in 6.6(a) above, unless satisfactory evidence of inability to report for work is shown.

**Section 6.7 – Promotions Within the Bargaining Unit** – Employees selected for consideration of promotion or reclassification of full-time or part-time status, will be selected based on their past work record, attitude and job performance; in addition to their ability to meet the minimum qualifications. Where two or more employees are being considered and they meet the above standards and qualifications, seniority accumulated while working in classifications covered by this Agreement will determine the successful candidate.

**Section 6.8- Seniority List.** - A seniority list by facility/job classification will be maintained by the Union and will be made available to the Union upon request. The Employer will furnish a list to the Union reflecting new hires or rehires/recalls, their classification, their date of hire, and termination or layoff dates or other dates of leaving the bargaining unit as requested.

**Section 6.9** - An employee who has established job classification seniority rights and who is transferred to a non-bargaining unit position will retain seniority rights for a period of thirty (30) days. Individuals returning to the bargaining unit will utilize their Employer

service date to establish their level of benefits only. Otherwise, their bargaining unit seniority will establish their position for layoffs.

## **ARTICLE 7 – WORKWEEK, HOURS OF WORK, SHIFTS**

**Section 7.1** - The Company's work week is the period from Friday at 0001 hours through the following Thursday at 2400 for all employees. This Company workweek shall be used in calculating all employee overtime payments.

**Section 7.2** - The employee's normal assigned workweek will normally consist of:

**7.2(a)** Five (5) consecutive eight-hour days, aligned to the Company pay period. The normal scheduled regular days off will be Saturday & Sunday.

**7.2(b)** Other schedule as agreed to by both parties.

**Section 7.3** - Determination of starting time and hours of work shall be made by the Employer and such schedules may be changed as required to support customer requirements.

**Section 7.4** – Based on customer requirements, employees may be required to work Saturdays or Sundays, or any other day of the week. Weekend Shifts will be filled in by volunteers in Seniority order followed by non-volunteers in reverse-seniority order.

**Section 7.5** - Employees may be required to work holidays and on their planned day off.

**Section 7.6** - An employee who is unable to report for work at their scheduled start time must notify their site manager/focal before their regularly scheduled start time. If the absence exceeds one (1) day, the employee must contact the site manager/focal each day at least one (1) hour before their regularly scheduled start time.

**Section 7.7** - If an employee is required by the Employer to attend a meeting, which is held during their off-duty hours, the employee will be paid for the time spent in attendance in accordance with Article 14.

**Section 7.8** - If no regular work is available the Employer will give the employees the option to do any available work or take time off; the employees affected shall have the option to perform the available work or use vacation.

**Section 7.9** – Determination of starting time, hours of work, lunch periods, and days of rest will be made by the Employer and such schedules may be changed from time to time to adapt to the requirements of customer training.

**Section 7.10** - In the event a part time employee is needed, employees on active layoff status in the classification will be given first right of refusal to fill a part time schedule. Rejection of an offer of part time status will not remove them from the layoff list.

**Section 7.11 - Non-Standard Work Week** - It is agreed that the company may schedule employees to work a non-standard work schedule consisting of four 10-hour days. Any other matters relating to non-standard work schedules will be subject to mutual agreement by the parties.

## ARTICLE 8 – OVERTIME

**Section 8.1 - Overtime** - In order for the Employer to meet its support obligations, certain employees from time to time will be required to work overtime during the week or on holidays and weekends. When it becomes necessary to schedule overtime, it will first be offered to qualified employees on a voluntary basis within the work group/work area where the overtime requirement exists. If management fails to obtain a sufficient number of volunteers to meet the overtime requirement(s), then qualified employees may be directed to work the necessary overtime within the work group/work area where the overtime requirement exists, in reverse seniority order. The Employer will provide as much advance notice of overtime requirements as possible.

**Section 8.2** – Pre-approved/authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's straight time rate for hours worked in excess of forty (40) hours in a work week.

**Section 8.3** - There shall be no pyramiding of overtime and/or other additive, premium or shift differential payments. No overtime shall be worked except by direction and pre-approval of the Employer's Corporate Program Manager.

**Section 8.4** - “Hours worked” for purposes of computing overtime shall include actual hours worked.

**Section 8.5** - Employees shall be paid for time worked computed to the nearest one-tenth hour.

## ARTICLE 9 – WORK FORCE ADMINISTRATION

### Section 9.1 - Surplus Action

**9.1(a)** In effecting a reduction in force within a job classification, the following procedure shall be followed. The first selection would be probationary employees, followed by voluntary layoff in the classification, followed by part time employees except that they first must be offered full time status if their seniority allows it, followed by full time employees in the classification in reverse seniority order. In no case will a full-time employee be subjected to furlough, termination, or layoff, before all part time employees are affected except in the case of a voluntary layoff.

**9.1(b)** When an open position is available, any full-time employees referenced in 9.1(a), will be offered a lateral or lower job classification providing they have the required qualifications and certifications on the date of the surplus notification for that job.

**Section 9.2 - Recall From Layoff** - Employees who are on active layoff status will be recalled in order of seniority providing they have the required qualifications and are eligible for re-certification for that job.

**9.2(a)** Employees will be notified of recall in writing by certified mail to their last known address on the Employer's records, with a copy to the Union, and the employee will be required to report to work within fourteen (14) work days following receipt of the written notice. Failure to do so will result in automatic loss of seniority and the employee will be terminated. It is the sole responsibility of the employee to keep the Employer properly informed of their addresses and telephone number.

**Section 9.3 - Employee Requested Transfer** - The Employer will maintain an environment

in which employees can make known their interest in transferring to other positions which they are qualified to perform. All Employees will have access to the Employer's web-based job opportunities site to review all available position openings. Both parties agree that continued service over a period of time normally increases the worth of an employee to their employer. Therefore, when qualifications are substantially equal the Employer agrees to recognize seniority in case of promotions in the bargaining unit. Neither the Employer's procedure nor the consideration as a candidate for the job transfer shall be subject to the grievance procedure.

**Section 9.4** – The Employer will continue with the existing precedent of having the Site Focal accomplish work efforts normally associated with bargaining unit personnel. This is to provide maximum flexibility for customer and program support during periods when technicians are not available to support the schedule or when modifications are being completed outside normal, filled site shift schedules. The intent of this precedent is not to displace bargaining unit Employee position or to prevent bargaining unit Employees from being able to work their normally scheduled shifts or to prevent payment of overtime due to extended shifts.

## **ARTICLE 10 – SUBSTANCE ABUSE POLICY**

**Section 10.1** - The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Employer, Union and employees.

**Section 10.2** - The Employer has the existing right to require employees to submit to health examinations in the following circumstances: for any workplace health issues, such as workplace injury or as may be required by the contracting or Government authority.

**Section 10.3** - For the safety of all workplace personnel, the Employer has the existing right to require employees to undergo drug and/or alcohol screening if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol.

**Section 10.4** - Health examinations required by the Employer or Government shall occur during the hours of 9:00 a.m. to 5:00 p.m. except where the Employer or government determines workplace safety interests are better served if the examination is conducted outside these hours. Drug and/or alcohol screening will take place as soon as possible after a safety incident or the Employer has reasonable suspicion that an employee is using or under the influence for drugs and/or alcohol.

**Section 10.5** - Bargaining unit employees shall be compensated at their normal hourly rate for time spent in an examination or drug/alcohol screening required by the Employer or Government.

## **ARTICLE 11 – SAFETY**

**Section 11.1** - The Employer agrees to establish and maintain conditions of health, safety and sanitation on the job site as required by all applicable local, state and federal safety and health regulations.

**Section 11.2** - The Employer and Union agree to cooperate in promoting safety and health.

**Section 11.3** - Employees agree to abide by the rules, policies and procedures of the KC46 MTS – McConnell AFB, KS

established Safety Program of the Employer and applicable government agencies. Failure to follow can lead to Employee disciplinary action and/or termination.

**Section 11.4** - The Employer agrees to comply with all federal and state laws pertaining to workers' rights including access to but not limited to The Right to Know laws, OHSA Regulations and Worker's Compensation.

**Section 11.5** - No Employee shall be required to perform services that endanger the Employee's health or safety or work with unsafe equipment.

## **ARTICLE 12 – NON-DISCRIMINATION/NON-HARASSMENT**

**Section 12.1** - The Employer and the Union separately and jointly recognize their obligation to abide by applicable state and federal laws. The Agreement will be applied fairly and equitably among all bargaining unit employees and will not in any way be used to discriminate against or harass any employee on account of race, color, religious affiliation, sex, sexual orientation, gender identity, age, national origin, veteran or disabled status. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it will be recognized as referring to both male and female employees.

**Section 12.2** - Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 12.1, and any employee having information concerning alleged unlawful harassment, should present that information, in accordance with the "*DRG Employee Policy Manual*," without fear of reprisal, to the Site Focal, Corporate Program Manager and/or Chief Operating Officer.

## **ARTICLE 13 – NO STRIKES/NO LOCKOUTS**

**Section 13.1** - In consideration of this No Strike pledge by the Union, the Employer shall not lockout employees during the duration of this agreement.

**Section 13.2** - The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively or individually engage in or participate in any strike, slowdown or stoppage of work during the term of this Agreement, and the Employer agrees that it will not lock out or deny work for any of the employees covered by the Agreement during the term of this Agreement.

**Section 13.3** - In the event of any violation of Section 1 of this Article, it will be the duty and obligation of the Union, its officers, agents or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct. If the Union takes all such steps, the Union will not be liable to the Employer during the term of the Agreement or thereafter for any damages suffered by the Employer arising from or out of any such stoppage or strike. The Union recognizes the right of the Company to take disciplinary action, including discharge, against any employees who engage in any strike, intentional retarding or stopping of work or picketing in violation of the provisions of this Article.

## ARTICLE 14 – WAGES

### Section 14.1 - Wage Rates

Wage rates for the job classifications covered by this Agreement become effective the first full pay period after dates posted in the Basic Wages table below:

Basic Wages			
KC46 MTS - McConnell AFB, KS	Starting with the first full pay period after the indicated date below		
Job Classifications	1-Jan-26	1-Jan-27	1-Jan-28
<b>Lead System Administrator</b>	\$40.79	\$41.81	\$42.85
<b>System Administrator</b>	\$38.52	\$39.49	\$40.47
<b>Maintenance Training (SME)</b>	\$36.00	\$37.08	\$38.00

#### 14.1(a) Premium Pay – Site Focal Premium - \$1.50

### Section 14.2 Site Focal

**14.2(a) Site Focal** - The Employer exclusively reserves the right to appoint a Site Focal for the program. This individual will be the main liaison between the site work force and the Employer for scheduling, personnel issues, and overall representation for the Employer on the site. The site focal will not have any managerial, supervisory, or disciplinary authorities over bargaining unit personnel. If utilized, the Employer's selection of a Site focal is not subject to the grievance process found in Article 4 above.

**Section 14.3 Abnormal Facility Closures** – In the event that the customer releases its employees from work due to safety stand downs, government/customer shutdowns, government mandated holidays, periods of national mourning, base commander-directed closures, weather-related closures or delayed openings, the Employer will recommend that all bargaining unit employees be released. If released by the customer, the Employer will continue to compensate these employees. Once the base has re-opened, employees will be expected to report for work to complete the remainder of their assigned shift. When the customer does not release the employees, the Corporate Program manager will evaluate the situation in conjunction with corporate policy and provide direction accordingly.

**Section 14.4 Travel** - If the Employer finds it necessary to temporarily reassign an employee to another geographic location, bargaining unit members in travel status will earn their current classification wage rate in accordance with the Employee Policy Manual. Employee travel expenses will be reimbursed for travel expenses in accordance with Employer policies and Joint Travel Regulation guidance.

## ARTICLE 15 – VACATION

**Section 15.1 - General** - It is the policy of the Employer to grant vacation to full-time employees on an accrual basis. It is believed that a reasonable period of time away from the

job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Employer as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a vacation each year. Every effort will be made to ensure that each employee uses all his vacation credits for time off within the period of time available to them. If, at the time of separation from employment, an employee has unused earned-awarded vacation, he/she will be paid the value of unused vacation based on the termination date, less any balance of used vacation advance. Since vacation is earned on a pay period basis there is no payment of partial year vacation upon termination of employment. If an employee borrowed or used more vacation than he/she earned, the borrowed or excess amount used will be deducted from any wages the employee is owed at the time of separation.

**Section 15.2 – Eligibility Conditions** – An employee's vacation eligibility (anniversary) date will be the later of the last hire by the Employer or predecessor contractor when program service was continuous, or the most recent hire date following a termination.

### **Section 15.3 - Accumulation of Credits**

**15.3(a)** Vacation credits will be awarded at the rate presented in the pay period accrual column of the table in below and is based on the anniversary date of each employee. Employees will be limited to carrying a balance of not more than their maximum accrual, as depicted by your years of service in the chart below. Once an Employee reaches their maximum accrual the employee will no longer be awarded additional vacation accruals until the Employee's vacation balance falls below their respective maximum balance based on years of service.

**15.3(b)** Vacation credits will not be accumulated during period on layoff, strike, or a leave of absence (including FMLA).

<b><i>Years of Service Complete</i></b>	<b><i>Vacation Hours Earned (See Note 1)</i></b>	<b><i>Pay Period Accrual Rate</i></b>	<b><i>Maximum Allowed Vacation Accrual (See Note 2)</i></b>
Zero (0) to Four (4) Years	80	3.08 hrs.	96 hrs.
Five (5) to Nine (9) Years	120	4.62 hrs.	136 hrs.
Ten (10) or more years	160	6.15 hrs.	176 hrs.

**NOTE 1:** Value denotes the maximum annual vacation hours that can be accrued in a year.

**NOTE 2:** Once an Employee reaches this value, additional accruals will no longer be awarded until the Employee's vacation balance falls below this maximum balance.

**NOTE 3:** Years of Service Complete is recognized by Employees Anniversary Date

**Section 15.4 – Use of Vacation Credits** - Employees shall request vacation dates using the Employer's web-based Time-Off Request system. The Employer will endeavor to schedule their vacation as requested without negative impact on customer support requirements.

**15.4(a)** In instances where Employer management believes the awarding of vacations as requested would negatively impact customer support requirements, the scheduling of vacations shall be as near to the dates requested as possible.

**15.4(b)** In scheduling vacations, the Employer will attempt to meet its customer support requirements by use of employees on a voluntary basis, and, failing in this, the seniors will be given their preference of available vacation dates to the extent established vacation schedules will permit.

**15.4(c)** There will be no pay-in-lieu of time off for vacation. The intent of this provision is to cause each employee to use the vacation credits awarded for time off.

**Section 15.5 – Termination** An employee who is removed from the active payroll shall be provided pay-in-lieu of vacation for all unused and awarded vacation credits in his account at the basic wage rate (does not include any authorized premium pays or H&W stipend) amount noted in Article 14. Vacation payout are honored regardless of reason for termination except as noted in other Articles of this agreement.

## ARTICLE 16 – HOLIDAYS

**Section 16.1 – Holidays** - The Employer each fiscal year recognizes the following eleven (11) holidays for full-time employees:

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

Holidays occurring on weekends will be observed in accordance with guidance from the customer.

**Section 16.2 – Unworked Holidays** - Eligible employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs.

**Section 16.3 – Worked Holidays** - Worked Holidays. Employees who are required to work on the above-named holidays shall receive the pay due them for the holidays plus their basic rate for all hours worked on such holiday.

**Section 16.4** - In addition to the holidays listed above, if directed by the United States Government and approved by the Procurement Contracting Officer and the Prime Contractor, the Employer will observe any holidays declared as a legal holiday and observed by the U.S. Air Force. If there is such a holiday, employees shall be paid for the holiday.

## **ARTICLE 17 – SICK TIME OFF**

### **Section 17.1 Accumulation of Sick Time Off**

**17.1(a)** Full-time Employees, on the active payroll shall be awarded 56 hours of Sick Time Off effective January 1<sup>st</sup> of each contract year. Sick Time Off does not carry over year to year, it is use or lose.

**17.1(b)** Employees that begin work on the active payroll in a fulltime capacity during the year will have their award pro-rated dependent upon their start date.

### **Section 17.2 Use of Sick Time Off**

**17.2(a)** An employee shall be eligible to use Sick Time Off credits as soon as credits have been awarded. Payment for Sick Time Off shall be at the employee's straight time base rate not to exceed a maximum of eight (8) hours pay for any one day of absence.

**17.2(b)** Sick Time Off may be utilized for personal illness, family care, medical appointments, other reasons as established under Executive Order 13706 in minimum increments of one (1) hour. Any additional time after the initial one (1) hour increment may be taken in one tenth (0.1) of an hour increments.

**17.2(c)** When an employee desires to use Sick Time Off for reasons other than illness, injury, or inclement weather, such time off must be requested in advance for approval consideration.

**17.2(d)** All Sick Time Off must be coordinated with the Site Manager and approved by Employer Program Manager.

**17.2(e)** When Sick Time Off cannot be charged because the employee has exhausted all Sick Time Off credits and he/she is not yet eligible for an award of their next Sick Time Off credits, the employee may use available vacation credits, or be granted leave without pay once all accrued leave has been used in accordance with the Employee Policy Manual and other articles in this agreement.

**Section 17.3** – Sick Time Off is not paid to employees who are terminated from the Employer payroll for whatever reason.

## **ARTICLE 18 – OTHER PAID TIME OFF**

**Section 18.1 - Bereavement** - All full-time employees will be granted three (3) workdays (eight (8) hours per day) at their regular basic wage rate to attend the funeral and attend to family administrative details after the death of an immediate family member. For the purposes of the Bereavement Time, members of the immediate family include spouse/partner, children, stepchildren, brothers, sisters, parents, foster parents, parents-in-law, legal guardians, grandchildren, grandparents, grandparents-in-law, and brothers/sisters-in-law.

**Section 18.2 - Jury Duty** – A full-time employee absent from work due to required jury duty will be paid for such lost hours at their base rate, up to a maximum of eight hours per day to a total maximum of eighty (80) work hours, for each regular workday the governmental body that summoned the employee for jury duty pays the employee. Employees will be paid eight (8) hours jury duty pay at their base rate plus any established premium pays and they will be excused from their scheduled shift if they serve more than

four (4) hours on the day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Employer evidence satisfactory to the Employer showing the performance of jury duty that meets the requirements of this Section.

## ARTICLE 19 – LEAVE OF ABSENCE

**Section 19.1 - Leave of Absence** – The Employer agrees to provide the categories of unpaid time off set forth in this Article IAW applicable law and as set forth in the Employer's Employee Policy Manual. For the time period indicated in each instance, leaves of absence without pay (except to the extent employees must exhaust all paid time off before logging leave without pay) may be granted to an employee on the active payroll, provided all conditions are satisfied:

**Section 19.2 - Employee Payments for Benefits** - Employees who are not eligible for Family Medical Leave but are still active on payroll (i.e. vacation or sick pay) and/or receiving short-term disability, their applicable employee payments for benefits will be taken as a payroll deduction. If the leave is unpaid, the employee must make payment by personal check. Benefit coverage will cease when the premium payment is more than thirty (30) days late.

**Section 19.3 - Military Duty.** It is the policy of Employer to support the Armed Services and to grant unpaid military leaves of absence and protection of certain employee rights and benefits as may be required for employees who are members of the uniformed services. The Employer will comply with applicable state and federal law regarding military leave, reinstatement and reemployment set forth specifically in 38 U.S.C. § 4301 *et seq.*, Employment and Reemployment Rights of Members of the Uniformed Services; and related applicable state statutes.

**Section 19.4 – Return from Leave of Absence.** An employee who applies from Leave of Absence on or before the expiration of the Leave of Absence will be returned in accordance with the following:

**19.4(a)** When an employee returns from a leave of absence and the period of the leave has not exceeded one year, and the employee is able to perform the job last held, he will be returned to previous position/job classification. This placement may cause surplusing of other employees based on surplusing guidance in Article 9 (Workforce Administration).

**19.4(b)** When an employee returns from a leave of absence and the period of the leave and the period of leave was in excess of one year, the employee may be returned to the position/job classification last held providing there is an opening in such job classification and placement in such opening is not inconsistent with Article 9 (Workforce Administration) otherwise, he may be placed on layoff.

**19.4(c)** When an employee returns from a Leave of Absence and is not able to perform the job last held due to medical limitation, he will be considered for any job that he is qualified and able to perform, or if a surplus occurred that would have affected them

during such leave, be subjected to surplusing procedures, in accordance with Article 9 (Work Force Administration).

**19.4(d)** If leave was granted to accept a full-time position with the Union, the employee will be returned to the job last held if such job is open. If such job is not then open, the employee will be returned to one of equal grade. It is understood this return may require surplusing in accordance with Article 9 (Work Force Administration).

## ARTICLE 20 – GROUP BENEFITS

**Section 20.1** - Group Benefits Package for Full-Time Employees on the Active Payroll - The Employer will provide an hourly Health and Welfare (H&W) to full-time employees to purchase the Employer-offered Cigna 1000 or 5000 Deductible Medical Plan. Elected medical coverage premiums are 100% paid for by the employee. Full-time employees who do not participate in the offered medical plan will still receive the same hourly H&W stipend.

**Section 20.2** - The Employer will provide the pay additive as described in the table below. This pay additive will be included for every hour paid up 80 hours per pay period and to a maximum of 2,080 hours annually.

Health and Welfare Plan				
KC46 MTS - McConnell AFB, KS		Starting with the first full pay period after the indicated date below		
Classification	Current	1-Jan-26	1-Jan-27	1-Jan-28
All Full-Time	\$4.41	\$5.50	\$5.55	\$5.60
<b>H&amp;W is paid for all hours paid to a maximum of 80 hours per pay period and to a maximum of 2,080 hours annually.</b>				
<b>Note: Employees declining employer sponsored health coverage must provide reasonable proof of having Tricare, VA, or Proof of Coverage as a dependent on coverage meeting the minimum essential health care coverage as required. This proof of coverage must be submitted annually.</b>				

**Section 20.3** - The Employer will also offer dental, and vision packages from the Employer's benefits provider. When selected, employees are 100% responsible for paying the cost of the program premiums.

**Section 20.4 - Details and Method of Coverage** - The benefits summarized in the Group Benefits Package shall be procured by the Employer under contracts and/or administrative agreements with insurance companies or healthcare contractors which will be in the form customarily written by such carriers and administrative agents, and the Group Benefits Package shall be subject to the terms and conditions of such contracts and/or administrative agreements. Such contracts and/or administrative agreements may require the carriers and/or administrative agents to develop various packages designed to contain costs, based on those portions of the Group Benefits Package which contain the requirement that charges are covered only on the basis of medical necessity. Such cost containment programs, or procedures may be utilized to determine the medical necessity of the treatment itself, the

appropriateness of the services provided the place of treatment or the duration of treatment. These programs may include incentives for employees and dependents to use services of an approved Preferred Provider Organization. The carriers or administrative agents and Employer will announce each such program or procedure before it is required or available to the affected employees. Any such cost containment Package will not operate to reduce the benefits of such Package to any covered person or to shift the costs covered under such Package to the covered person. The failure of an insurance company or health care contractor to provide for any of the services or benefits for which it has contracted shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of the obligations which it has undertaken by this Agreement. However, in the event of any such failure, the Employer shall immediately attempt to provide substitute coverage.

**Section 20.5 - Administration** - The Group Benefits Package shall be administered by the insurance companies, health care contractors or administrative agents with whom the Employer, or the Union enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by the Group Benefits Package and no question or issue arising under the administration of such Group Benefits Package or the contracts and/or administrative agreements identified therewith shall not be subject to the grievance procedure or arbitration provisions of Article 4 of this Agreement.

**Section 20.6 - Copies of Policies to be Furnished to Union** - Copies of the policies, contracts and administrative agreements executed pursuant to this Article 20, Group Benefits, shall be furnished to the Union. The coverages and benefits indicated in the Group Benefits Package, the rights of eligible employees in respect to such coverage's, and the settlement of all claims arising out of such coverage's shall be in accordance with the provisions, terms and rules set forth in such policies, contracts or administrative agreements.

**Section 20.7 - Federal or State Programs** - If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Employer will comply with the provisions for the furnishing of such program to the extent required by law. No question or issue regarding the level of benefits under the state or federal program will be subject to the grievance and arbitration procedure of Article 4.

## ARTICLE 21 – SAVINGS PLAN

**Section 21.1** The Employer will provide access to its current 401(k) Plan. Eligibility and other information as specified within the plan document will be available upon request by the Union or to Employees.

**Section 21.2** Effective with the first full pay period after January 1, 2026, full time employees are allowed to participate in and make contributions to the Employer's 401(k) savings plan. The Employer will provide a 50% match on the employee's contributions up to 6% of the employee's contribution to the 401K.

**Section 21.3** The employee contributions will be 100% vested in the DRG 401(k) Plan. The Employer will maintain the DRG 401(k) Plan and will be allowed from time to time to update/change program providers, as may be necessary. Details of this Plan are set forth in

the Summary Plan Description.

## ARTICLE 22 – MISCELLANEOUS

**Section 22.1 - Job Performance Communication** - The Employer Program Manager is responsible for providing regular, periodic feedback to the Employee as to their performance. Program Manager will accomplish this feedback in accordance with the *DRG Employee Policy Manual* and established DRG Performance Appraisal procedures. If desired, the Employee may request a Union Representative to attend the appraisal. Dialogue with the employee should be constructive, candid, and non-confrontational.

**Section 22.2 - Security Clearance** - Nothing in this Agreement shall require the Employer to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom the cognizant Security Agency, in the interest of security against espionage or subversive activity, refuses to give access to classified information or access to the facility is revoked. However, the Employer will give consideration to assigning an employee in their job title to an area for which they are qualified and a clearance is not required. Termination or reassignment due to inability to maintain a security clearance is not grievable under Article 4.

**Section 22.3 – Site Access** - Nothing in this Agreement shall require the Employer to employ or continue to employ any person or persons who has their access to the military installation or customers facilities revoked, rescinded, or denied. An employee without access to the facility where they work is just cause for termination of employment. Terminations or reassignment due to loss of installation/facility access is not grievable under Article 4.

**Section 22.4 - Dress Code** - The Union agrees the employees shall dress in a professional, reasonably, and appropriate manner. Employee attire and accessories will also be compliant with any federal, state or Employer established safety standards for operating and supporting all training devices.

## ARTICLE 23 – PART-TIME EMPLOYEES

**Section 23.1 –** For part-time employees, an hourly pay in lieu (PIL) rate supporting time off will be paid in lieu of vacation, sick and holidays. Part-time employees will be paid a PIL according to the chart below. Part time employees do not receive any benefits (medical, dental, and vision, ancillary, or 401K matching contributions). The part-time PIL benefit will be paid on hours worked.

Years of Service Completed	PIL Calculation
0 to 4 years	(Hourly rate X 224)/2080
5 to 9 years	(Hourly rate X 264)/2080

10+ years	(Hourly rate X 304)/2080
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**Example:** Maintenance Training (SME) with three (3) years of service. (This is an example only on how to calculate the rate)

Pay Rate: \$36.00 x 224 / 2080

Part-Time Pay In-Lieu of Time Off Pay: \$3.88

## **ARTICLE 24 – LEGALITY/STABILITY OF AGREEMENT**

**Section 24.1** - If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provisions or provisions to comply with the law. This time limit may be extended by mutual agreement.

**Section 24.2** - No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer and the Union unless made and executed in writing by the Employer and the Union.

**Section 24.3** - The failure of the Employer to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision.

**Section 24.4** -This agreement shall be binding upon the Employer, its successors and assigns.

## **ARTICLE 25 – ENTIRE AGREEMENT**

**Section 25.1** – This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment.

**Section 25.2** – This Agreement may be amended in writing by mutual agreement at any time.

## **ARTICLE 26 – DURATION**

**Section 26.1** - This Agreement shall remain in full force and effect and be binding on the Parties for the period beginning at 12:01 a.m. on October 1, 2025 and ending at 11:59 p.m. September 30, 2028.

**Section 26.2** - The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Employer or the Union shall give to the other written notice by mail of its desire to modify or terminate this Agreement at least sixty (60)

days prior to its expiration date.

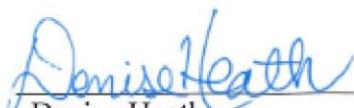
**Section 26.3** - If either party seeks to modify or terminate this Agreement, or the parties fail to reach an agreement on the proposed changes by the annual expiration date, the agreement shall terminate unless extended in writing by mutual consent of the parties hereto.

## SIGNATURES OF THE PARTIES

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed on the day written by its proper officers or duly designated representatives

Dated this 24<sup>th</sup> day of September, 2025.

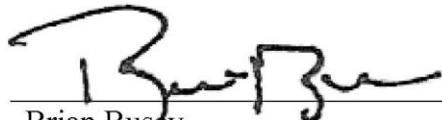
**International Association of Machinists,  
AFL-CIO**



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Denise Heath  
Aerospace Coordinator

**Delaware Resource Group of  
Oklahoma, LLC (DRG)**



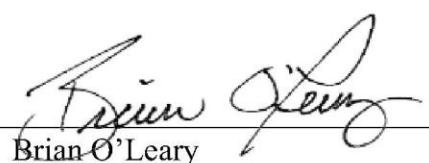
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Brian Busey  
Chief Executive Officer



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Wendy Brooks  
Business Rep, District 70



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Brian O'Leary  
Labor Relations Representative



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Marco A. Knight  
Committee Member



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James Littlefield  
Associate General Counsel - Labor



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Allan James B. Indalecio  
Committee Member