

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

FLIGHTSAFETY DEFENSE CORPORATION

And

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO**

**Altus AFB, Oklahoma
District 171, Local Lodge 135**

C-17 Training System (TS)

Effective Date: December 3, 2021– November 30, 2024

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AGREEMENT

THIS AGREEMENT entered into and effective the 3rd day of December, 2021, by and between FlightSafety Defense Corporation (hereinafter referred to collectively and separately as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and DISTRICT LODGE 171 and their LOCAL LODGE 135 (herein collectively "Union") as representative for the purpose of collective bargaining of the employees hereinafter defined. Said parties agree as follows:

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement.

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 Company within the bargaining unit described in the Recognition Article, and this Agreement shall apply only to such employees.

This Agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives; provided, however, that written agreements regarding particular matters or understandings may be made between the Company and the Union and shall be binding upon the employee or employees concerned, the Company and the Union.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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

This Agreement shall be binding upon the Company, its corporate successors and assigns.

ARTICLE 1 RECOGNITION

Section 1. The Company hereby recognizes the Union, it's designees and representatives, it's successors and/or assigns, as the sole and exclusive bargaining representative for all full-time and part-time Pilot Instructors, Loadmaster Instructors and Ground System Instructors, employed by the Company on the C-17 Training System Program for the United States Air Force located at Altus AFB, Altus, OK. This Agreement excludes field service engineers, managers, professional employees, clerical personnel, guards and supervisors as defined in the act.

Section 2. If any of the specific provisions of this Agreement are rendered unlawful by changes in state or federal law, the Company and the Union will meet and discuss any changes which may



be necessary to conform to the terms of the contract with the requirements of the law. All other provisions not affected shall remain in full force and effect.

ARTICLE 2 RIGHTS OF MANAGEMENT

Section 1. Except as specifically limited by this Agreement, the management of the Company and the direction of the work force, including but not limited to the service performed, the location of the work force, the schedules and fair standards of employee performance, the methods, processes, and means of providing services, materials to be purchased, determine staffing levels, hiring, promoting, transferring, assigning and reclassifying, the right to subcontract work and designate the work to be performed the establishment of reasonable rules of conduct, the discharge or discipline of employees for just cause, and the maintenance of efficiency of employees, are the sole and exclusive rights and responsibilities of the Company.

Section 2. The Union and employees shall be notified prior to the enforcement of new work rules or changes in existing work rules. The Union reserves the right to pursue through the Grievance and Arbitration procedures, as spelled out in this Agreement, rules which it believes to be unreasonable.

Section 3. The schedules, processes, rules, and means of providing services shall be in accordance with the Boeing Global Services/FSI Defense Supplier Statement of Work (SSOW) and FSI Defense C-17 Training Systems Operations Manual (Dated 10/01/2021 Rev 2) as of date of ratification of this Agreement. Any future revisions to the above documents shall be implemented upon Agreement between the Union and the Company.

Section 4. In the administration of all matters covered by this Agreement, the Company and Union recognize that the Company and its employees are governed by existing and future law; government-wide rules and regulations prescribed on, before or after the effective date of this Agreement; orders, directives, and similar communications issued by the Contracting Officer, Base Commander, or other Government official with appropriate authority; and any other future government regulation to the extent required by law.

ARTICLE 3 UNION AND COMPANY RELATIONS

Section 1. Union Activity During Working Time. The Company agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity.

Section 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.

(a) The Employer shall issue to the District Lodge all such Union payments via-check or electronic transfer. The Union shall ensure the Employer has been provided with the proper mailing address and contact information.

(b) The Employer shall furnish the reports with the payments. Accounts will be established for a focal designated by the Union. It will be the responsibility of the Union to submit all changes in focal to the Employer.

(c) This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within ten (10) calendar days or less than three (3) days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effective by written notice delivered to the Employer. The employee shall also send a copy to the Union by certified mail, return receipt requested, within such ten (10) day period.

(d) Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

(e) Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Employer to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.

(f) Indemnity: The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, suits, attorneys' fees, and litigation costs and expenses arising out of any action taken by or against the Employer with regard to its compliance with this Article 4.

Section 3. Business Representatives/Grand Lodge Representative - Access to Site. The Business Representative/Grand Lodge Representative of the Union shall have access to the Company 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 Company's operation. The Company will not impose regulations which will render the intent of this provision ineffective. The Union shall keep the Company Manager of Human Resources currently informed in writing of the name of the accredited Business Representative/Grand Lodge Representative. The Business Representative/Grand Lodge Representative shall notify the Contracting Officer's Representative ("COR"), Site Manager, Site Leads, or their designees, the day prior to the site. The necessary Company badges and credentials will be given to the Business Representative/Grand Lodge Representative. Visits shall be made subject to such regulations as may be made from time to time by the Company.

Section 4. Shop Stewards.

(a) It is hereby understood and agreed that the Union may assign three (3) Shop Stewards to represent Bargaining Unit employees and one (1) alternate Shop Steward. An alternate Shop Steward shall only act in the absence of a Shop Steward.

(b) The Union shall notify the Company in writing on Union letterhead of the individuals so selected in this capacity.

(c) It is agreed that Stewards have full-time job duties to perform as employees and that they shall keep time spent in handling grievances to a minimum.

Section 5. Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance. Each steward shall notify and obtain permission from his Site Lead 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/Grand Lodge 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. The Site Lead may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the Site Lead shall authorize a steward to participate in a private discussion with an employee, Business Representative/Grand Lodge Representative, or his designee, relating to a complaint or grievance. Discussions of the type described in this Section 3.7 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 Site Lead considers reasonable under the circumstances.

Section 6. Bulletin Boards. The Company will provide bulletin boards for the use of the Union at locations mutually agreed to. Their 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/Grand Lodge Representative, or his designee, authorized in writing by the Union and approved by the Company may be placed on the bulletin boards.

Section 7. Nothing in this Agreement is intended to abridge the right of a Site Lead to privately discuss with any employee under his or her supervision topics pertinent to the workplace, including but not limited to, the employee's job performance.

Section 8. 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 Management

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 Company time for attendance at such meetings shall be arranged in advance by mutual agreement.

(a) This Section is intended to provide a free avenue of communication between the Union and the Company, 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 grievances and complaints.

Section 9. Upon making a timely request, Union leave may be granted for up to two (2) employees at any one time designated by the Union, to receive up to 80 hours of training annually at any Union training facility to serve on special delegations conducting Union approved business. This leave may be granted to no more than two employees per year and shall be an unpaid leave of absence. The Company will make every attempt to comply with the above unless there are extenuating circumstances mandated by the customer that prevent this. In these cases, the Company agrees to work with the Union in an attempt to find alternative mutual resolutions.

ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents arising only at the worksite. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2. A grievance may be filed by an employee, the Union, and/or the Company. If the Union files the grievance, the adversely affected employee(s) shall be identified.

Section 3. Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

Section 4. It is understood and agreed that an employee covered hereby may be represented by the Steward, or another authorized Union official, at any and all conferences with the Company arising from the processing of any grievance, provided, however, that such representation shall be limited at any one time to no more than one (1) Steward who is employed by the Company. (This does not exclude IAM business agents).

Section 5. A grievance as defined above in Section 6.1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Company first became aware, or should have become aware, of the circumstances giving rise to the grievance:

Step One: Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the employee's designated immediate Site Lead. To be timely and properly filed, a grievance must be presented in writing to the designated immediate Site Lead within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue, and shall be on the grievance form, a copy of which is attached to this Agreement. The supervisor will hold a meeting within ten (10) days after receiving the grievance consisting of the shop steward and/or the affected employee. The supervisor shall give a written response to the Steward within ten (10) days after the meeting was held.

Step Two: If the grievance is not resolved at Step One, the grievance shall be forwarded by the Steward to the Site Manager or his designee with a copy to the Business Representative. Within ten (10) days of the filing of the Step Two grievance with the Site Manager or his designee may conduct a meeting. Within ten (10) days after the meeting is held or after the Step Two grievance was received if no meeting is held, the Company shall notify the Business Representative of its decision in writing. If there is no FlightSafety Site Manager assigned to the Altus site, the grievance shall proceed to Step Three after Step One.

Step Three: If the grievance is not resolved at Step Two, the grievance shall be presented by the Business Representative to the Program Manager within ten (10) days after the Company's Step Two representative has responded to the grievance or the date on which the response is due. Within ten (10) days of the filing of the Step Three grievance with the Program Manager, the Program Manager may conduct a meeting which may be attended by the Business Representative, the Steward and the affected employee. Within ten (10) days after the meeting is held or after the Step Three grievance was received if no meeting is held, the Company shall notify the Business Representative of its decision in writing.

Step Four: If agreement is not reached at Step Three with the Program Manager, the Director of Human Resources or his designee shall consider the grievance on presentation by the employee-grievant and the Union representative or the Union representative in the manner set forth in Step Three.

Step Five: If agreement is not reached at the Director of Human Resources level, the Union or the Company wishing to take the grievance to arbitration shall request mediation in writing from the appropriate office of the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of the Corporate representative's or designee's decision. Mediation under this section is required before arbitration. The request for mediation must be served in writing by the party requesting it simultaneously on the FMCS 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. The grievant will be compensated for any lost work time by the Company for any mediation which occurs during the grievant's scheduled working hours. Grievants working the second and third shifts will be similarly compensated by reduced or eliminated shifts, with pay. 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 Six: If settlement is not reached at mediation, the Union or the Company shall, if at all, within ten (10) days after mediation, forward the grievance for binding arbitration with and pursuant to the rules of the FMCS with a copy of such demand to the other party. The jurisdiction of the arbitrator shall not exceed those subjects and remedies identified herein at Article 6 in the Step Two grievance document.

Section 6. If the Company raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. Two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties. The hearing on arbitrability shall be conducted according to the FMCS rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied, and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a hearing shall be held for the Arbitrator to consider the merits of the grievance.

Section 7.

(a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step Two grievance document to the facts of the particular grievance presented to the Arbitrator and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award which provides any monetary remedy that includes any time before ten (10) days before the grievance was filed, except for unpaid wage claims that may extend up to six (6) months prior to the filing of the grievance.

(b) Should the Union want employees to be witnesses at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. The Company may stagger the release of employees so as to not interfere with operations.

(c) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Steward and employee will be granted reasonable time off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

(d) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(e) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(f) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be equally split between the parties. No party shall pay any fees owed to the other party's own representatives and/or wages to the other party's witnesses for time lost.

Notwithstanding the foregoing, each party shall be responsible for its own attorneys' fees or other litigation expenses.

(g) Grievances of the same nature involving multiple employees will be consolidated and considered as one grievance. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

(h) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Parties agree otherwise in writing.

Section 8. Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties.

Section 9. A grievance initiated by the Company shall be discussed with the designated Business Representative and may thereafter be submitted to mediation by the Company within ten (10) days. The demand for arbitration shall be in writing and a copy sent to the Union Business Representative.

Section 10. A waiver of the time limitations by either the Company or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Company.

Section 11. Business Representative When Not Available May Authorize Designee. For any period that the Business Representative is unavailable to serve in that capacity under this Article, he may designate a Steward or another accredited Business Representative to act for him, as his designee. As to each such period of unavailability, authorization of the designee will be accomplished by the Business Representative informing the appropriate Company representative of the expected period of the Business Representative's unavailability to perform his duties.

Section 12. For purposes of computing time under any of the provisions of this Article, "days" shall mean working days, excluding weekend days and holidays.

ARTICLE 5 SENIORITY

Section 1. Probationary Period: Any employee who has been in the employment of the Company for one-hundred twenty (120) consecutive calendar days shall be considered a Seniority Employee of the Company. 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. Except as specifically mentioned in this section, the Company is required to maintain all provisions of this Agreement for probationary employees.



Section 2. Definitions:

- a) Employees hired or transferred into the unit after ratification shall have seniority established upon entrance into the C-17 Program, Altus AFB, OK bargaining unit.
- b) Seniority will not be broken for: (1) periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall not exceed 24 months. In the case of occupational injuries, continuous employment will be for the length of the disability.
- c) When two or more employees are hired on the same day, the last four digits of their employee number shall then be used for purposes of lay off, recall and promotion (i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day).
- d) Current employees, on the date of ratification, will have seniority and service for benefit eligibility as stated in Appendix A.
- e) Any Pilot or Loadmaster Instructor in the bargaining unit who has a total of five (5) years or more years of C-17 instructional training experience with the formal school at Altus AFB, with at least two (2) of those years as a civilian instructor on the C-17 FTU training program, will be designated as "Highly Experienced."

Section 3. Loss of Seniority: All seniority of any employee shall terminate if the employee:

- a) Voluntarily resigns.
- b) Is discharged for just cause.
- c) Is on layoff status in excess of 24 months.
- d) Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated within ninety (90) days.
- e) Refuses recall; If the employee fails to respond to a written notice of recall within (5) five work days of receipt.

Section 4. Seniority List: A seniority list will be maintained by the Company and will be made available to the Union semi-annually upon request. The Company will also furnish a list to the Union reflecting new-hires or rehires, their classification, their date of hire, and termination or layoff dates.

Section 5. Layoff: When it becomes necessary to reduce the number of employees within a classification, Probationary employees of that classification shall be laid off first; then if the need to lay off other employees still exists the Full-time employees in the job classification shall be laid off in accordance with reverse seniority.

Section 6. Any "Highly Experienced" bargaining unit member who changes his/her status from full-time to part-time shall continue to retain and accrue full-time seniority and shall be considered full-time employees for seniority purposes under this Section. All status changes are subject to the FSSC Program Manager's approval and shall be coordinated with the Site Lead, Program Manager, and FSSC Teammate Resources.

Section 7. Any bargaining unit member employed who voluntarily accepts an invitation to change their status from full-time to part-time to help meet reductions in force measures will continue to retain their respective seniority date and will be considered with full-time employees for seniority purposes of deciding who is adversely affected in accordance with the terms of the Collective Bargaining Agreement. When the force reduction requirements no longer exist, and hiring actions resume for said individual's classification, the volunteers will be offered the opportunity to return to full-time. If they elect to remain as part-time, their seniority will remain the same. If subsequent full-time vacancies become available, a part-time employee with full-time seniority will be offered full-time employment one additional time. If declined a second time, his full-time seniority will be forfeited. At no time may a part-time employee (including a part-time employee with full-time seniority) use seniority to displace a junior employee.

Section 8. The Company shall notify the union and the affected employees of its intent to make layoffs as soon as the facts are known to the Company of upcoming layoffs, but not less than two (2) weeks prior to the anticipated date of the upcoming layoff.

Section 9. Ground System Instructors (GSIs) are intended to augment the Pilot and Loadmaster job classifications. Given this, when, or if, it becomes necessary to reduce the number of instructors, GSI positions will be laid off before any Pilot or Loadmaster layoffs occur.

Section 10. Prior to layoff, employees shall be given the option of voluntary part-time work in lieu of layoff, based upon site seniority.

Section 11. Recall: Employees will be recalled in reverse order of layoff. The Company will send recall notices, by certified mail, to employee's last official address. The employee has five (5) working days after receipt by employee of the notice to accept re-employment. If no laid off employees in a job classification who are recalled accept reemployment, then laid off employees outside the classification, who are qualified in the classification, will be recalled as stated above.

Section 12. Transfer Seniority: Employees who may be transferred onto the contract from another company location will have their seniority date established as the date of transfer. Such employees will have their service maintained for vacation eligibility and benefit determination purposes.

ARTICLE 6 NO STRIKE/NO LOCKOUT

Section 1. During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any strike, sit-down, sit-in, boycott, walkout, sick out, slow-down, sympathy strike, refuse to cross a picket line, leafleting or picketing of any kind, including, but not limited to, leafleting or picketing of any kind at any residence housing any supervisor, board member, or employee of the Company or at any FlightSafety Defense Corporation, affiliate, parent, subsidiary or any other related entity, or in any other way interfere with or interrupt the Company's operations for any reason.

Section 2. The Union, its officers, officials and agents, shall be immediately accessible to the Company and shall immediately take all prompt and effective measures to prevent and stop any acts described in Section 1 of this Article, including, but not limited to, immediately contacting by telephone, email, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 3. An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline up to and including discharge. Said conduct shall constitute just cause for discharge.

Section 4. If the Union or any employee engages in conduct prohibited by this Article the Company may immediately and on a permanent basis take any and all actions which in its sole discretion it deems prudent, including, but not limited to, any action pursuant to Article 2, Management Rights.

Section 5. Any employee and any Union employee, agent, official or representative, shall be liable in damages to the Company for any conduct which violates the provisions of this Article.

Section 6. The Company will not lockout employees during the term of the Agreement and will be liable in damages to the Union for conducting a lockout during the term of the Agreement.

ARTICLE 7 WORKWEEK, HOURS OF WORK, SHIFTS

Section 1. The purpose of this Article is to define the normal hours of work but nothing in this Agreement shall be construed as a guarantee of hours of work or pay for any period. The normal payroll week is the period from Sunday at 0001 hours through the following Saturday at 2400 hours. The normal workweek is designated as starting on Sunday and terminating on Saturday. The bi-weekly payroll period is a fourteen-day period commencing on Sunday at 0001 hours running through the second Saturday at 2400 hours.

Section 2. The employee's regular assigned workweek, at their discretion and with the concurrence of the Site Lead, may consist of:

- a) Five (5) consecutive eight and one half (8 1/2) hour days, which includes a thirty (30) minute unpaid meal period, The unpaid meal period will be taken as work permits. If an Employee is required to work on the weekend, the Company shall use its best efforts to ensure the Employee receives two consecutive days of rest during that workweek, of the employee's preference, when possible.
- b) With the concurrence of the Site Lead, on a rotating basis four (4) consecutive ten and one half (10 ½) hour days, which include a thirty (30) minute unpaid meal period and a paid rest period of fifteen (15) consecutive minutes for each four (4) hour work period, or major fraction thereof.
- c) Other schedules as required by operational throughput or as agreed to by the employee and Site Lead.

Section 3. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed with a minimum of one-week notice or at the direction of the customer.

The starting time of the various shifts will be as follows:

First Shift: Beginning at or after 4:00 a.m. but before 12:00 p.m.

Second Shift: Beginning at or after 12:00 p.m. but before 8:00 p.m.

Third Shift: Beginning at or after 8:00 p.m. but before 4:00 a.m.

Site leads will review the pilot and loadmaster schedule on Thursday in order to attempt to alleviate schedule swings (changing assigned shift in the same week).

Section 4. If no regular work is available the Company 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, use vacation or take time off without pay.

Section 5. An employee who is scheduled and reports for work at the scheduled time without having been notified not to so report, shall be given 4 hours work of any type which is available, or if no such work is available, he shall be given 4 hours pay at the applicable rate provided, however, that if work is not available as a result of circumstances beyond the control of the management, the Company shall not be so obligated.

Section 6. An employee who is called and reports back for work after they have completed their regularly assigned shift and departed from the premises shall receive a minimum of 4 hours pay at the applicable rate.

Section 7. When an employee is not scheduled, and is called and reports for work, outside their scheduled workweek, he shall receive a minimum of 4 hours work or 4 hours pay at the applicable rate unless the employee opts to leave when the work is completed.

Section 8. If an employee is specifically notified and scheduled to start work 4 hours or less before the starting time of their regularly scheduled shift, within their assigned workweek as set forth in Section 4, he shall be given the opportunity to remain at work until the end of their regular shift.

Section 9. The Company and Union agree to work together to minimize the schedule swings in the Pilot and Loadmaster Instructor workweek schedule to stabilize hours of work and improve employee efficiency. Employees will not be scheduled for a report time that is less than 10 hours after their last scheduled work activity.

Section 10. The Company will not require Union members from Altus AFB to perform work at other bases where they would cross an IAM picket line.

**ARTICLE 8
OVERTIME**

Section 1. When the Company determines that an employee must perform work on an overtime basis, the following shall apply:

- a) Overtime will be paid at the rate of one and one-half times the regular rate of pay for all authorized hours worked in excess of forty (40) hours in the employee's assigned workweek, for which overtime has not previously been paid, as described below, provided that, for the purpose of this Section, hours worked shall include hours paid for but not worked, to include paid holidays and vacation hours.
- b) All requirements of the FLSA will be followed.

Section 2. There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be considered to require the payment of premium or overtime pay more than once for the same hours worked.

Section 3. Available overtime shall be rotated and equalized among the volunteers. If no volunteers are available to work the necessary overtime, it will become mandatory and assignment shall be made by reverse seniority order, on a rotational basis. Employees will not be required to work more than 12 consecutive days without their concurrence.

Section 4. Prior notice must be given by end of shift on Thursday for mandatory scheduled weekend work.

**ARTICLE 9
LEAVE OF ABSENCE**

Section 1. Personal Leave. The Company may approve a leave of absence without pay up to ninety (90) calendar days for personal reasons. The ninety (90) day limit may be extended by the mutual agreement of the parties. Such leave must be requested in writing and approved by the Program Manager through the employee's Site Lead in accordance with Company policy. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5) calendar days prior to the date the leave would commence, except in cases of emergency.

Section 2. Failure to Return to Work from Leave of Absence. Failure to return from a leave of absence on the first scheduled workday following the expiration date of said leave, will result in disciplinary action up to and including termination of the employee, except in extenuating circumstances involving reasons acceptable to the Company.

Section 3. Military Service, Duty and Payment. Any employee of the Company who is inducted into the military service of the United States and who by reason of such service is entitled under law to be regarded as a veteran, shall, upon their discharge and receipt of a certificate of the satisfactory completion of their military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 4. The Company agrees to comply with the Federal Law regarding the Family Medical Leave Act, if it is applicable, and bargaining unit employees will comply with all appropriate procedures regarding the Act.

ARTICLE 10 SAFETY

Section 1. Health and Safety. The Company will continue to make reasonable provisions for the comfort, safety and health of employees. The parties shall work together to ensure compliance with established State, Federal and customer driven initiatives, rules and regulations.

Section 2. Requirement of Medical Examination. In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee returning to work following a Medical Leave of Absence or extended medical leave or documented substantial inability to perform the majority of the employees assigned duties and responsibilities, may be required through Government regulations or by the Company to undergo a medical examination by a doctor of the Government's or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from their own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for their analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute.

Section 3. Other Required Physical Examinations: Physicals required by the Company or the customer will be at no cost to the employees, during Company time.

ARTICLE 11 MISCELLANEOUS

Section 1. Sabotage. The Union agrees to report to the Company when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Company, Government, customer or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify the guilty person or persons and notify the Company of its investigation.

Section 2. Security Clearance/Work Site Access. Nothing in this Agreement shall require the Company to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom a Government Agency revokes a security clearance or refuses to give access to classified information and/or the work site.

Section 3. Non-Discrimination. All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification. If administration and application of the contract is not in

contravention of Federal laws, such administration shall not be considered discrimination under this Section 11.3.

Section 4. Notwithstanding any other provision of Section 11.3 of this Agreement, a grievance alleging a violation of this Section 11.3 shall be subject to the grievance procedure and arbitration of Article 4 only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 11.3 shall not be subject to the grievance procedure and arbitration under this Agreement.

Section 5. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the contract as identified in Article 1, the Company shall be released from all obligations on the project(s) so affected under this Agreement.

Section 6. Performance of Work. Company employees in job classifications not covered by this Agreement shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, (e.g., installation of modifications, when necessary), special training of employees from other locations, or to instruct employees properly. The term "Emergency" is defined to mean an unforeseen combination of circumstances. To effectively manage the quality of training and ensure contractual obligations are met, the C -17 Program Manager and/or Deputy Program Manager may evaluate instructor duties. The Company agrees that none of the above circumstances will cause a bargaining unit employee to be laid off, displaced or excluded from overtime.

Section 7. GSI work duties are limited to training specific non-flying training objectives for pilot and loadmaster students attending training at Altus AFB. GSIs will be limited to conducting training and operating training devices specified in their Job Description; and they will be limited to accomplishing training events listed in their GSI Training Utilization document; both of which will be agreed upon by the Company and the Union. GSIs will also be required to complete and maintain training certification as described in their Training Certification Criteria document as agreed upon between the Company and the Union.

Section 8. Bargaining Unit Status Report. A seniority list will be provided to the Union upon request but no more than 2 times annually. The report will include the following information:

- (a) Employee name
- (b) Employee Number
- (c) Job Title
- (d) Seniority date
- (e) Employees on active layoff

Section 9. Masculine - Feminine References. In construing and interpreting the language of this Agreement, reference to the masculine such as "he", "him", or "his" shall include reference to the feminine.

Section 10. Substance Abuse Policy. The Company 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 Company, Union and employees. Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on the Company premises. A program of testing, if necessary, to comply with Federal or State regulations, will be instituted upon mutual consent of the Company and the Union. Pre-employment drug testing is a condition of employment.

Section 11. If the Company establishes an Educational Assistance Policy, employees will be reimbursed according to that policy.

ARTICLE 12 JURY AND WITNESS DUTY

Section 1. Employees summoned to serve on jury duty will be granted time off not to exceed the limits of the prevailing state law or up to 10 days of service, whichever is greater. The Company shall compensate the employee for each regular workday so spent, as specified by the governing statute regarding jury duty. If no compensation provision is specified by statute, the employee will receive the difference between gross fees received and the employee's regular earnings that would have paid for an eight (8) hour shift for each day of service. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

Section 2. Any employee scheduled to work third shift when they are called for jury duty shall not be requested to work the night before they are required to report for jury duty and shall receive payment as outlined above.

Section 3. An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law will be paid for such lost hours at his regular rate of pay up to a maximum of eight (8) hours per day, for each regularly scheduled workday for which he is paid a daily witness fee. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. All other employees must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty. Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section in circumstances where the employee: (1) is called as a witness against the Company or its interests; or (2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance as a witness that meets the requirements of this Section.

ARTICLE 13 SHORT-TERM MILITARY DUTY

An employee who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services, shall be paid their normal straight

time earnings, including differentials where applicable, up to a maximum of fifteen (15) workdays each United States Government fiscal year. The employee may request Vacation Leave during Military Duty. The amount due the employee under this Article shall be reduced by the amount received from the government body identified with such training duty or services, for the period of such duty (up to the maximum period mentioned above). Such items as subsistence (does not include allowance for quarters), uniform and travel allowance shall not be included in determining pay received from state or federal government.

**ARTICLE 14
RATES OF PAY**

Section 1. The wage rates listed below will be effective for the term of this Agreement and apply to all Bargaining Unit employees at the Company's C-17 TS Program at Altus AFB, OK. An employee's regular rate of pay shall be defined as their straight time hourly rate per Table 14 below plus any applicable pay additives (i.e. Lead, SimCert), but not differentials.

Table 14

Job Title	Current	January 2022	January 2023	January 2024
Pilot Instructor	\$65.59	\$68.21	\$70.60	\$73.07
Loadmaster Instructor	\$61.82	\$64.29	\$66.54	\$68.87
Ground Support Instructor (GSI)	\$43.26	\$44.99	\$46.56	\$48.19

Section 2 Effective Date of Increases. All changes to wage rates will begin with the first full pay period in the month and year indicated in table 14.

Section 3 Shift Differential. When an employee is assigned to the second shift, they shall receive a shift differential of \$2.50. When an employee is assigned to the third-shift he shall receive a shift differential of \$3.00 per hour.

Section 4 Pay Wage Additives. Pay additives are as follows:

- (a) Lead pay: \$5.00 per hour for all hours paid
- (b) Airdrop Certified Instructor pay: \$6.00 per hour for all hours paid.
- (c) Formal Training Unit (FTU) Instructor (Altus) Pay Wage shall increase to ten dollars (\$10.00) per hour for all hours paid starting January 2022. Formal Training Unit (FTU) Instructor (Altus) Pay Wage shall increase to ten dollars and fifty cents (\$10.50) per hour for all hours paid starting January 2023. Formal Training Unit (FTU) Instructor (Altus) Pay Wage shall increase to eleven dollars (\$11.00) per hour for all hours paid starting January 2024.

Section 5. Locality Pay. Due to the difficulties in recruiting and retention at Altus Air Force Base, all bargaining unit employees permanently assigned to work at Altus Air Force Base will receive a locality premium of four dollars (\$4.00) per hour for all hours paid.

Section 6. SME (Subject Matter Expert) Pay: SME pay shall be paid at the rate of two dollars (\$2.00) per hour for all hours paid.

Section 7. AFMSS (Air Force Mission Support System) pay shall be paid at the rate of two dollars (\$2.00) per hour for all hours paid.

Section 8. NVG (Night Vision Goggles) Pay. NVG pay shall be paid at the rate of one dollar (\$1.00) per hour for all hours paid.

Section 9. VTRAT (Visual Threat Recognition and Avoidance Training) pay. VTRAT pay shall be paid at the rate of one dollar (\$1.00) per hour for all hours paid.

Section 10. SimCert (Simulator Certification) pay. SimCert pay shall be paid at the rate of two dollars (\$2.00) per hour for all hours paid.

Section 11. JPADS (Joint Precision Airdrop System) pay. JPADS pay shall be paid at the rate of two dollars (\$2.00) per hour for all hours paid.

Section 12. Not later than January 31, 2021, full-time employees will receive a bonus in the gross amount of one thousand (\$1000.00) dollars. Part-Time employees will receive a bonus in the gross amount of five hundred (\$500.00) dollars, minus applicable taxes and withholdings.

Section 13. Site Lead. The Company may designate a bargaining unit employee as a Site Lead. Their duties include non-disciplinary duties of a supervisory nature under the direction of the Program Manager, including, but not limited to, coordination with the government customer, monitoring and directing workflow, and scheduling in accordance with the Boeing Global Services/FSI Defense Supplier Statement of Work (SSOW), Dated April 2, 2021 Rev E, and FSI Defense C-17 Training Systems Operations Manual. Selection of Site Lead is at the Company's discretion and is not subject to seniority rules outlined in Article 5 or grievance and arbitration.

Section 14. The Company has the right, in its sole discretion, to give bonuses and relocation benefits.

Section 15. Part-Time Benefits. Part-time employees shall receive payment for holidays and vacation on a pro-rata basis based on actual hours worked. Pro-rata holiday and vacation pay will be calculated and paid on an employee anniversary year basis.

Section 16. Specialty Clothing Allowance. All employees will be provided three hundred fifty dollars (\$350.00) on each January 1st to compensate for the high wear rate of clothing while training on the C-17 aircraft and training devices. This does not relieve the employer of the responsibility to provide personal protective equipment required by OSHA and AFOSH.

ARTICLE 15 VACATIONS

Section 1. Vacation. The Company agrees to provide the following categories of time away from the job in a paid status: vacation, holidays, sick leave, bereavement leave, jury duty/witness service, military leave, emergency/base closing, and voting time. These benefits apply only to full-time employees. If a full-time employee served any days in part-time status during the most recent year of service completed, holiday and vacation pay will be apportioned between time served in part-time vs full-time status and awarded on a pro-rated basis on the employee's

anniversary date. Full-time employees, upon each vacation anniversary date identified in the table below, will earn paid vacation as follows:

Service Completed	Vacation Hours Awarded
One – Four Years*	80 Hours
Five – Nine Years	120 hours
Ten – Nineteen Years	160 hours
Twenty or more Years	200 hours

*New hire employees will receive their first forty (40) hours of vacation at their six-month anniversary and their remaining forty (40) hours at their one-(1) year anniversary date.

Section 2. Each employee must use the provided vacation unless the Company determines that there is a business-related reason that prevents the employee from taking the vacation. In the event the provided vacation cannot be rescheduled during the same plan year, the Company will pay the employee the value of unused earned vacation as of the end of the same anniversary year. A leave balance equal to the employee’s award, commensurate with their longevity, may be carried over three (3) months beyond the employee’s anniversary date with approval of Site Leads and Program Manager.

Section 3. Scheduling. Vacation requests should be made in writing (which includes email) to their Site Lead fourteen (14) calendar days prior to the vacation start date. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on seniority. Vacation may be used in increments of no less than one-tenth (0.1) of an hour.

Section 4. Vacation will be paid at an employee’s base rate of pay, plus any applicable additives, but without differentials.

Section 5. Employees may buy Purchased Time Off (PTOF) to supplement vacation, on a pre-tax basis by salary reduction. Employees may purchase up to eighty (80) hours for a calendar year. IRS regulations require: a) that when PTOF is bought and used, it must be done on a calendar (tax) year basis, and b) that the employee must use all available vacation before using PTOF. The value of PTOF that is unused at the end of a calendar year will be paid to the employee. Time taken as vacation or PTOF will be recorded by the employee on his/her timesheet and will reduce the employee’s earned balance accordingly. The Payroll Department will maintain the systems for earned vacation balance and PTOF purchase and balance. Except as specifically set forth in this Section, PTOF shall be administered in accordance with Paid Time Off Policy 3-12 dated August 1, 2019.

Section 6. Part-time employees will be paid the dollar value for a pro-rated amount of holiday and vacation hours based upon their seniority and hours worked since their last anniversary hire date. It will be paid on an employee anniversary basis, or upon voluntary resignation.

Section 7. If the Company modifies its vacation policy, the Company shall notify the Union and, upon request, bargain with the Union over changes to this Article.

ARTICLE 16
OTHER PAID TIME OFF

Section 1. Sick Leave. The use of sick leave is provided to cover personal or illness issues as set forth in E.O. 13706. Seventy-Eight (78) hours of sick leave will be awarded every January 1. A prorated amount of sick leave will be provided to current bargaining unit members upon contract ratification. Unused sick leave during any benefit year may be carried into the next year. The max accrual of sick leave balances will not exceed 598 hours. Terminating employees will not receive payment for unused sick leave. Sick leave will be paid at an employee's regular rate of pay.

Section 2. Bereavement Leave. Up to five days bereavement leave with pay (seven days if international travel is required) will be granted to an employee on the active payroll who, because of death in their immediate family, takes time off from work during their normal work schedule. Such pay shall be for eight (8) hours at their regular rate for each such day off; however, such pay will not be applicable if the employee received pay for such days off under any other provision of this Agreement. Bereavement leave must be taken within the seven days following the death, funeral or service. For the purpose of this Section, the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half-brother, and half-sister. The Company will require proof of death. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

Section-3. Emergency Base Closures. The Company will compensate employees as set forth below at their regular rate of pay for those periods when government shutdowns or severe weather-related incidents and other acts of God necessitate a partial workday(s) or temporary closing of the base. This Section 4 applies only when employees are prohibited from entering the base by order of the base commander or released from duty by the Program Manager. This Section does not apply to instances involving the release of military members for events such as Command-designated Family Days.

Section 4. Voting Time. Employees shall be granted time off to vote as set forth in Paid Time Off Policy 3-12 dated August 1, 2019, provided, however, the Company shall have no obligation to provide paid voting time if the employee has enough time to vote while off duty.

**Article 17
Holidays**

Section 1. Paid Holidays. Each year the following fourteen (14) days are to be paid holidays for full-time employees:

New Year's Day	Columbus Day
Martin Luther King, Jr's Birthday	Veterans Day
President's Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	Floating Holiday 1
Labor Day	Floating Holiday 2

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the Federal Government.

Section 3. If an employee is on an approved vacation in a week in which a Holiday falls, the day the Holiday falls on will be charged to Holiday rather than vacation.

Section 4. If an employee is required to work on any holiday, he will be paid eight (8) hours pay at their regular rate of pay for the holiday, plus the applicable rate for all hours worked on that day.

Section 5. In the event Congress enacts a law establishing a new federal holiday, and the President signs such law into effect, said holiday shall be granted to bargaining union employees.

**ARTICLE 18
GROUP BENEFITS**

Section 1. Beginning with the first full pay period in January 2022, the Company will provide each employee the amount of \$14.50 per hour paid, up to a maximum of forty (40) hours per week, to be used for the purchase of Health and Welfare (H&W) benefits. All benefits will be offered in accordance with the Company's negotiated plans for the Altus, OK location. Any unused monies will remain with the employee. Beginning with the first full pay period in January 2023, the H&W amount will increase to \$16.50. Beginning with the first full pay period in January 2024, the H&W amount will increase to \$18.50.

Section 2. Employees may also purchase the following Optional Group Insurance benefits offered by the Company. The current package of Optional Group Insurance benefits in which the premium cost is borne by the employee, shall be provided for the term of this Agreement, including:

- a) Flexible Spending Accounts,
- b) Optional Life Insurance;
- c) Accidental Death & Dismemberment Insurance;
- d) Long Term Disability (LTD) Insurance.

The benefit levels available are described in the respective plan documents.

Section 3. The Company provides the following benefits at no cost to full-time employees:

- a) Basic Life Insurance
- b) Short-Term Disability
- c) Employee Assistance Program
- d) Health Advocate
- e) Business Travel and Accident Insurance

Section 4. All Group Insurance coverage will begin after enrollment as specified in each plan document.

ARTICLE 19 SAVINGS PLAN

Section 1. The Company 401(k) Retirement Plan shall be made available to those eligible employees covered by this Agreement

Section 2. All new employees are automatically enrolled in the 401(k) Retirement Plan at 3% of annual salary. Employees may opt out of the plan if they do not wish to contribute. Employees may contribute 1% to 50% of eligible earnings either on a pre-tax basis, or as Roth post-tax contributions up to Annual IRS Maximums. The Company will match 100% of the first 3% of eligible compensation contributed and 50% of the next 2% contributed. Employees are immediately 100% vested in company matching contributions.

ARTICLE 20 LEGALITY/STABILITY OF AGREEMENT

Section 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.

Section 2. No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Company and the Union unless made and executed in writing by the Company and the Union. The Agreement shall be interpreted using ordinary principles of contract law.

Section 3. The failure of the Company 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 Company to future performance of any such term or provision.

ARTICLE 21 COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the Company and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during

the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto.

Section 2. The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided below, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be, obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

Section 3. The Company shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Company which is not included in this Agreement shall not be considered agreed to.

ARTICLE 22 DURATION

This Agreement shall become effective as of December 3, 2021, and shall remain in full force and effect until midnight, December 1, 2024, and shall automatically be renewed for consecutive periods of one (1) year thereafter (after December 1, 2024), unless either party shall notify the other in writing, at least sixty (60) days, but not more than seventy-five (75) days prior to December 1 of any calendar year, beginning with 2024, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight December 1, 2024 unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

[Signature Page Follows]

DWL

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their authorized representatives.

Dated this 3d day of December 2021

**International Association of Machinists
and Aerospace Workers, AFL-CIO**

FlightSafety Defense Corporation

**Roger Betz
Business Representative**

**Daniel P. Clark
C-17 TS Program Manager**

John Coles, Committeeman

Stephen O. Kornitzer, Committeeman

Benjamin Malott, Committeeman

Shane McClanahan, Committeeman