Collective Bargaining Agreement

between

DYNCORP INTERNATIONAL LLC, an AMENTUM Company
Customs and Border Protection Program
Miami Air and Marine Branch
Homestead, Florida

and

International Association of Machinists and Aerospace Workers, AFL-CIO District Lodge No. 142



EFFECTIVE DATES:

Date of Ratification – July 20, 2022

THE COMPANY NAME HAS BEEN CHANGED THROUGHOUT THE AGREEMENT TO:

DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY

PREAMBLE

This Agreement is made and entered into this **Date of Ratification** by and between DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers and its District Lodge 142 (hereinafter referred to as the Union).

1.00 INTENT AND PURPOSE

- 1.01 This Agreement is made and entered into by and between with respect to the Government Contract Number 70B02C-21-00000005 operation at the Customs and Border Protection Miami Air and Marine Branch, Homestead Air Base, Miami, Florida, hereinafter referred to as the "Company", DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY, and the "Union", the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 142.
- 1.02 It is the intent and purpose of the Company and the Union to set herein the entire Agreement with respect to wages, hours and working conditions as related to the U. S. Department of Homeland Security Contract Number 70B02C-21-00000005 covered by this Agreement.

2.00 UNION RECOGNITION/SECURITY

2.01 The Company recognizes the Union certified by the NLRB in Case 12-RM-353 and Case No. 12-RD-720 as the sole and exclusive representative for the purpose of Collective Bargaining for all employees stipulated in the above-cited certifications working on the Contract Number 70B02C-21-00000005 for the Customs and Border Protection.

5.00 UNION DUES CHECK-OFF

5.05 Any Notice of revocation as set forth in the "Check-Off Form" must be in writing signed by the employee and delivered by registered mail addressed to **DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY** with a copy to the Union. "Check-Off Forms" and notices so received by the Company will be stamped on the date received and not when mailed.

7.00 GRIEVANCE PROCEDURE

7.05 STEP II

If the decision of the Site Manager in Step I is not satisfactory, the grievance may then be appealed, in writing, to the **Regional Manager** or his designee and the District 142 General Chairman or his designee. Such appeal is to be filed no later than fifteen (15) workdays after receipt by the Chief Steward of the decision rendered in Step I hereof, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse under this Agreement. The **Regional Manager** or designee shall provide a written decision within fifteen (15) workdays after receipt of such appeal.

a. If no satisfactory adjustment or settlement is reached according to the procedure herein established, such grievance may then be appealed to arbitration. Such appeal to arbitration must be filed by the Union with the Company's Corporate Labor Relations Representative within fifteen (15) workdays after receipt of the Company's Step II grievance answer. Failure to file such appeal within the stated time shall result in the Company's Step II answer being accepted. The union's decision to withdraw a grievance, not to process or appeal a grievance to the next step shall not in any way prejudice its position on the issue or issue involved.

The Company and Union mutually agree that the parties may mutually agree to waive Step I or Step II of the grievance procedure and proceed directly to Step II or arbitration as called for in the next step in the grievance procedure. Any agreement to proceed directly to arbitration must be in writing and signed by both the Union and the Company.

7.09 Copies of all disciplinary action notices shall be given to the Union and the employee. All Letters of Warning/ Reprimand will stay in effect for six (6) months. All Suspensions without Pay will stay in effect for twelve (12) months.

9.00 HOURS OF WORK/OVERTIME OPEN

9.04 The existing rotational method of shift assignments will continue as referenced in Memorandum of Understanding #3 until such time as the Company and the Union agree otherwise in which event the starting and stopping times for shifts will be rotated and bid in the following manner:

The supervisor will list all shift assignments by classification showing days off for each, including the regular shifts. Each employee will indicate, in **classification seniority** order of rotational standing, his preference on the list by signing opposite the days off desired. The number one bid position employee will sign first, the next bidder second and so on until all have indicated their preferences. No shift change will be made except in

connection with a normal shift re-bid as outlined in Memorandum of Understanding #3 **below**, provided the Company may make shift changes when required to do so by Customs on a temporary basis.

Bid days off may be temporarily changed by mutual agreement between the employee and the Site Manager.

On the first Sunday occurring in the month of February, June and October, a shift re-bid will be performed.

The following is agreed as the procedure to be used in establishing shift and bid days off. Bidding will occur in the following order:

By shift in order of classification seniority in the following order:

- A. Highest senior employee of the classification bids first
- B. Second highest senior employee of the classification bids second
- C. You will continue in this manner to allow the next senior employee of the classification to bid (from highest to least senior) until all bids are filled.

Irregularities:

- A. Any person who has not worked four (4) weeks of the previous bid will bid last.
- B. Bid dates are posted at least thirty (30) days in advance of the actual Bid sheet. The Bid sheet is posted for a minimum of seventy-two (72) hours. The person who is next to bid will do so as soon as possible during the 72-hour period referred above.
- C. An employee will indicate their Bid selection in the following manner:
 - a. Sign the Bid Sheet in the proper place.
 - b. Notify the Company of any days off requested prior to going on any type of leave.
 - c. Call in Bid selection during the 72 hour Bid Sheet posting period.
 - d. The employee is responsible to bid at the proper time. If the employee refuses to bid the Bidding process will continue. The person who does not bid will take the last available position, on the bid sheet.

e. In the event the employee is not present for the bid process due to a Company assignment, the Company will contact the employee.

11.00 DEPLOYMENTS

- 11.01 It is recognized by both parties that the employees covered by this Agreement may be required to deploy, at the direction of the Company, at locations other than at the Customs and Border Protection, Miami Air Site, Miami, Florida. All such employees are subject to deployments. The length of any deployment is determined by Customs and Border Protection. The Company agrees whenever a domestic deployment is of such duration as to involve multiple deployment of the same individual, the length of each deployment required shall not exceed thirty (30) days including travel; however, when it is known and posted in advance for the employee(s) prior to the assignment that the TDY will exceed the thirty (30) days, the normal limit may be exceeded. If an employee suffers a hardship (by definition) while on TDY status, the Company will work to facilitate the employee's needs without interrupting the mission of the customer.
 - a. A Temporary Duty deployment (TDY) is considered as any duty or function, away from the Customs and Border Protection Air Site, Miami, Florida requiring a period of time longer than twenty-four (24) hours. A TDY roster of all qualified personnel will be maintained and used in the selection process by the Company for off-site TDY assignments, except when the customer dictates in writing. Such roster will be posted listing employees by seniority and qualifications. A Temporary Duty (TDY) deployment from the Customs and Border Protection Miami Air Site requiring a period of time longer than twenty four (24) hours and for the purpose of attending training/school will not have any effect on the TDY roster. The individual assigned to a TDY training/school deployment upon their return will not move to the bottom of the TDY roster maintained by Management. Upon return from a training/school deployment, an Employee will be afforded a period of seven (7) days from the date of his/her return before being sent on TDY again unless no other qualified candidate exists.
 - b. To be considered as qualified, the individual must be appropriately licensed for the aircraft or services required, i.e., A&P, daily and turnaround inspections, engine run card, taxi license, APU run card, etc. On civilian aircraft, a mechanic must have an A&P license.
 - c. When selecting TDY assignments, the top listed name will be given first opportunity to accept or decline, and so on down the list. If all persons listed decline the assignment, then the top listed person will be required to accept the assignment. Except in verifiable unforeseen circumstances (to include but not be limited to) the Company not being provided notice by the Customer, an employee forced for a TDY assignment will be provided a minimum of forty-eight (48) hours' notice.
 - d. The following employees will be considered exempt from TDY assignments: employees on approved leave and/or vacation; persons on TDY status; persons

- enrolled in a Company training program of more than eight (8) hours; Site Manager approved situations.
- When TDY assignments are for the purpose of attending training/school, seniority e. among all qualified Employees shall govern acceptance or declining of the training/school TDY assignment. A training roster of all qualified Employees will be maintained and used in the selection process by Management.
- f. Any personnel who must travel as a result of a TDY assignment, may elect to fly via commercial air travel or via CBP aircraft, if directed by the Customer.
- 11.03 Employees on TDY will be eligible for a daily meal per diem allowance and daily room allowances as stated in the DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY Business Travel Policy, dated 10/14/21.
 - An employee assigned TDY to a foreign country, excluding an emergency a. deployment, will receive the maximum per diem advance permitted by Company policy before departure for the location in question, upon request. Such employee will submit a Company expense report every five (5) days while on such deployment per Company policy.

12.00 PERSONAL PAID TIME

12.01 Seniority employees shall accrue PPT up to a maximum of one hundred and sixty (160) hours. PPT will be accrued to the individual employee's account at the rate of 1.54 3.08 hours per pay period. The paid personal time entitlements will be based on biweekly accruals. PPT accrual records will be made available to employees upon request.

13.00 HOLIDAYS

13.01 The Company observes the **eleven (11)** holidays listed below:

New Year's Day Veteran's Day Thanksgiving Day Presidents Day Memorial Day Juneteenth Day after Thanksgiving Independence Day

Christmas Dav

Labor Day

13.05 Any holiday pay shall be considered time worked for the purpose of computing vacation.

Martin Luther King Jr. Day

13.06 Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed by the Customs and Border Protection may be observed in addition to the above as determined by the Customs and Border Protection Operational requirements.

Any additional holiday (or official Day of Mourning) designated by Federal Government mandate or Presidential Executive Order as a Federal holiday that is observed by the Customs and Border Protection Air Unit, Miami Air and Marine Branch, Homestead Air Base, Miami, Florida will be observed in addition to the above holidays.

14.00 VACATIONS

14.01 Seniority employees covered by this Agreement shall accrue vacation credits each creditable work week based on their seniority date as defined in Article 8.00 as follows:

Length Of Service	Bi-Weekly	Annual Rate
	Accrual Rate	
0 6 months	3.08	40 Hours
6 months to 1 year	3.08	40 Hours
2 to 5 years	3.08	80 Hours
6 to 15 years	4.62	120 Hours
more than 15 years	6.16	160 Hours
20 years or more	7.70	200 Hours

Length Of Service	Bi-Weekly	Annual Rate
	Accrual Rate	
0 to 60 months	3.08	80 Hours
60 to 180 months	4.62	120 Hours
180 to 240 months	6.16	160 Hours
240 months or more	7.70	200 Hours

The vacation entitlements will be based on biweekly accruals for each tier. For the first six (6) months of the Bridge Agreement, employees will be allowed to request the use of Leave Without Pay (LWOP).

14.06 Vacation pay shall be computed at the employee's straight time hourly rate to include shift and all other applicable premiums in effect at the end of the payroll period immediately preceding the requested vacation period. In the event of a change of contractors **DYNCORP INTERNATIONAL LLC, AN AMENTUM COMPANY** will pay out all earned but unused vacation upon separation from the Company.

ARTICLE 15 - GROUP HEALTH AND WELFARE BENEFITS

Section 15.01 – Plan

The Company will, during the life of the bargaining agreement, maintain and contribute to the cost of healthcare coverage for bargaining unit personnel. The offered group health & welfare plans may be modified from year-to-year for cost containment, improved coverage, ACA compliance and other legally required or carrier-imposed changes. It is agreed that the Company and Union may agree to change health & welfare benefit vendors during the life of this Agreement. Any such benefit change will provide comparable coverage/design as the incumbent plan (ACA Compliant). Should there be a significant change in the plan benefits or rise in the rates, the Company and Union will meet to bargain any resulting issues.

The Company will sponsor and make available to full-time employees, beginning on the first day of employment, benefits specified in the following paragraphs.

Employee premium contributions will be made through bi-weekly payroll deductions. The employee share of any premium increases in Medical; Dental; and Vision Plans in 2023, 2024, 2025, and 2026 will be shared between the Company and the employee at an 80/20 split where the Company pays 80% of the increase and the Union pays 20% of the increase.

Section 15.02 – Medical/Rx

Employees may choose to purchase one of the Company's optional medical and prescription drug benefits as provided in the Summary Plan Description. Any increase in premium rates will be shared between the Company and Employee as described in 15.01.

a. Bi-Weekly Premiums listed below:

Bi-Weekly Premiums Effective 1/1/2022			
Plan	HDHP Plus (\$1800/\$3600)	PPO Plus (\$500/\$1000)	
Employee Only	\$ 27.93	\$ 32.44	
Employee + Spouse	\$ 63.05	\$ 73.24	
Employee + Child(ren)	\$ 48.60	\$ 56.45	
Employee + Family	\$ 81.51	\$ 94.68	

Section 15.03 – Medical Opt-Out Credit

Employees who maintain eligible medical benefits outside of the Company-offered medical plan, may qualify for a taxable credit in-lieu-of medical coverage in the amount of \$2.00 per hour paid up to maximum of eighty (80) hours paid. Employees receiving the credit

may enroll in any other benefit, other than Company offered medical coverage. An employee may not be a covered dependent on another employee's medical coverage and qualify for the Medical Opt-Out benefit.

Employees must furnish proof of eligible medical coverage during the initial enrollment time-period and at the beginning of each plan year to qualify for the Medical Opt-Out credit. Any Opt-Out credits paid to the employee when not eligible will be repaid to the Company.

- a. Employees must immediately notify the Company if they lose coverage outside of the Company-offered medical plan. If an Employee's alternative health coverage ends, the Employee will not be eligible to participate in the Medical Opt-Out program.
- b. Eligible coverage is NOT from the individual market (either on or off the Market Place/Exchange) and meets the Affordable Care Act (ACA) guidelines of Minimum Essential Coverage (MEC).
- c. The Medical Opt-Out credit will be managed in a manner consistent with applicable plan documents and federal regulations, including but not limited to Medicare Secondary Payer rules, ACA regulations.

Section 15.04 – Dental

Employees may choose to purchase the Company's optional dental benefit as provided in the Summary Plan Description. Any increase in premium rates will be shared between the Company and Employee as described in 15.01.

Bi-Weekly Employee Premiums Effective 1/1/2022		
Plan	PPO Plus	
Employee Only	\$ 2.81	
Employee + Spouse	\$ 5.76	
Employee + Child(ren)	\$ 6.96	
Employee + Family	\$ 10.85	

Section 15.05 - Vision

Employees may choose to purchase the Company's optional vision benefit as provided in the Summary Plan Description. Any increase in premium rates will be shared between the Company and Employee as described in 15.01.

Bi-Weekly Employee Premiums Effective 1/1/2022		
Plan	VSP	
Employee Only	\$ 0.49	
Employee + Family	\$1.51	

Section 15.06 – Life and AD&D Coverage

The Company will provide Life and AD&D insurance to all employees at one 1 times (1x) the employee's base annual earnings with a minimum of \$80,000.00 to a maximum \$150,000.00. Employees may purchase optional life insurance/accidental death and dismemberment insurance (AD&D) to the extent such coverage is available. Employees may purchase dependent life by payroll deduction. Evidence of Insurability and approval by the insurance carrier is required prior to purchasing any optional life insurance/AD&D and dependent life insurance. Benefit/Age reductions may occur in accordance with the plan document.

Section 15.07 – Disability Coverage

The Company will provide all employees with Short-Term Disability insurance (STD) at **66.67%** of Employee's base pay with a weekly maximum of \$2,000, as defined in the Summary Plan Description. The Company will make available for employee purchase via payroll deduction optional Long-Term Disability insurance (LTD), as defined in the Summary Plan Description for employees.

Section 15.08 – Employee Benefit Systems. Inc

This Agreement acknowledges the Company has agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. Further, the Company will honor payroll deduction requests and make payments to the underwriting insurance companies for all products to be offered. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc.

Section 15.09 – Premiums Payments while on an Approved Leave of Absence

Health, Dental and Vision benefits, if elected, in addition to any optional benefits elected by the employee will continue during the leave of absence as described by company policy if the employee continues to pay his/her portion of the premiums at least ten (10) days prior to the next month's coverage.

Employees on an approved Leave of Absence without Pay for Union Business (maximum of one (1) year) will remit premium payments to the Company or their designee at least ten (10) days prior to the next months' coverage to maintain benefits' coverage.

16.00 LEAVES OF ABSENCE

16.04 BEREAVEMENT LEAVE

The Company will grant an employee, who has completed his probationary period, **five (5)** days bereavement leave for scheduled workdays lost in the event of a death of a father, mother, spouse, sister, brother, uncle or aunt if they raised the employee, domestic partner, children, grandchildren, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, and step relationships to include child, mother, mother-in-law, father, father-in-law, brother or sister, "Children" includes a foster child who dies while placed in the employee's home by a State Agency.

Employees will be paid for bereavement leave at the rate of eight (8) hours per day at his regular straight time rate for each day granted.

Upon request an employee will be permitted two (2) additional unpaid days in conjunction with the three (3) five (5) paid days. An employee may elect to use PPT or vacation days in conjunction with the additional two days off. To facilitate an employee using Bereavement Leave, they can use the leave at their discretion within a thirty (30) day window from the date of the event giving rise to the need.

18.00 APPEARANCE / UNIFORM STANDARDS

- 18.01 All new Employees will be provided uniforms upon employment with the Company. Thereafter, Employees will be provided with a uniform allowance of four hundred and fifty dollars (\$450.00) up to the maximum reimbursed by the Customs and Border Protection program in the month of February of each year. Such items as designated shoes, shirts, pants, cap and jacket will be considered as part of the uniform allowance. Each employee shall obtain his uniforms at a Company-designated vendor. It is the responsibility of the employee to replace uniforms that do not fit or become worn or damaged beyond repair. The Company will provide each employee with the requirements of the designated uniforms and approved designated vendors where such uniforms may be purchased. Shoes shall be hard-soled, leather upper and black in color. If this policy is amended, a notice shall be furnished to all members covered by this agreement thirty (30) days in advance of the date changes are to become effective.
- 18.05 It is the intent of the Company to maintain safe and healthy conditions as necessary to protect employees from injury. It is the desire of the parties to this Agreement to maintain high standards of safety in the operations of the Company in-order-to eliminate, as-far-as possible, industrial accidents and illnesses. Employees will abide by the Company's Safety policies and procedures as well as federal regulatory guidelines at all times. Employees will be required to utilize Company-

issued/Required Personal Protective Equipment (PPE) that includes safety glasses; gloves; and Bump Cap.

- 18.06 Wearing of Shorts: The wearing of knee-length shorts may be allowed for employee comfort in hot climates where the temperature exceeds 80 degrees Fahrenheit (established Air Force standard). Such shorts must be approved by the Company and must be navy blue in color. Solid color socks (gray, black, or white) are required to be worn if an employee elect wears shorts. Employees may only be permitted to wear shorts when there are no known hazardous levels of atmospheric hazards and work functions preclude splashes, immersion, or the potential contact with hazardous levels of any chemicals. Employees will not be allowed to wear shorts in any of these circumstances:
 - Working with any hazardous materials, including paints, solvents, degreasers, petroleum, oils, lubricants, or any other hazardous substances that may enter the body through skin absorption.
 - Work involving cutting, grinding, or welding operations.
 - Work involving the use of high-pressure systems, including, but not limited to pressure washers and blasting and painting systems for corrosion control.

Employees may be required to perform one of these assignments based on their qualifications. In those cases, the employee must ensure they have trousers readily available at the site for use as required.

- 18.07 At any time that leg injuries increase, or employees engaged in the operations listed above are observed wearing shorts, the Program Manager will have the right and responsibility to cease the wearing of shorts as a measure to reduce employee exposure to injuries.
- 18.08 Shoe attire policy remains as stated in 18.01.
- 18.09 The employees will be allowed to wear an IAM Logo/Patch up to two and one-half inch diameter on the right sleeve of the uniform shirt.

19.00 RETIREMENT

19.01 The Company will provide all full-time seniority employees covered by this Agreement with an IRS approved pension pan and in accordance with the Plan document. Currently employees receive a 4.0% non-discretionary weekly contribution to each employee's 401k Plan Account. The 4.0% shall be based on gross weekly earnings for each employee. Increases will be effective as follows:

10/01/2022 4.25% 10/01/2023 4.5% 10/01/2024 4.75% 10/01/2025 5.0%

19.02 Contributions to 401K employee accounts are fully vested.

- 19.03 Benefits, terms and conditions as set forth in the Summary Plan Document shall apply.
- 19.04 In addition, employees may elect to contribute up to the maximum allowable amount under federal law from his/her gross annual earnings into the IRS approved 401(k) savings plan.
- 19.05 The employee will be responsible for all administrative fees for the Plan.

20.00 GENERAL

20.11 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 Company premises. The Company also prohibits an employee from being under the influence of illegal drugs or alcohol while at work. Bargaining unit employees will be subject to drug and alcohol testing. The Company agrees that any such testing will be conducted in compliance with applicable Federal or State regulations.

Pre-employment drug testing is a condition of employment.

DRUG AND ALCOHOL-FREE WORKPLACE- The Company and the Union are committed to providing employees with an alcohol-free and drug 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, the Union, and the employees.

Consistent with these goals, the Company prohibits the use, possession, distribution r sale of drugs, drug paraphernalia or alcohol on the Company premises. The Company will continue a program of random, post-accident and reasonable suspicion substance abuse screening consistent with these goals.

Pre-employment drug testing is a condition of employment.

Amentum Substance Abuse Prevention Policy, 07.200-303.000, Revision 1, dated 7/29/2020 is the basis for the Company program.

21.00 WAGE RULES

21.04 Employees covered herein shall be paid on Fridays for the work week ending the preceding Friday. A pay period shall run seven (7) consecutive days, **Saturday through the following Friday**. Excluding any times that Acts of God or circumstances beyond the

Company's control cause pay checks to be unavailable on the regularly scheduled pay day, the Company will distribute pay cheeks as soon as possible.

22.00 DURATION OPEN

22.02 This Bridge Agreement shall become effective (Date of Ratification) and shall continue in full force and effect through June 30, 2026. and thereafter from year to year unless sixty (60) days written notice is given by either party to the other, prior to the expiration date of this Agreement. Such notice will be sent via registered mail and will state its intent to amend, modify or terminate the Agreement.

APPENDIX A

General Wage Increases are as follows:

October 2022: 7% October 2023: 3% October 2024: 3% October 2025: 3%

All Economic Improvements will be effective the first full pay period after October 1st each year or as specified in the CBA.

Note - The dates listed above represent the first pay period on or after October 1st of each year.

Effective October 1, 2018, all Leads designated by the Company will receive a differential of one dollar fifty-cents (\$1.50) per hour.

RII Inspector Premium – Any Employee so designated as an RII Inspector, will receive one dollar and twenty-five cents (\$1.25) per hour for all hours worked. The Company will determine the number of permitted RII Inspectors at the site.

Employees working in the following classifications will receive one dollar (\$1.00) per hour for hours worked performing HAZMAT inventory, handling, transport, and Inspections:

Support Equipment Mechanic Supply Technician

CDL - Premium for Support Equipment Mechanics of \$1.00 per hour for driving a fuel truck off-base for needed maintenance.

Engine run/taxi (not including motoring) premium in the amount of fifty cents (\$0.50) per hour for hours worked performing the assigned function.

APPENDIX B

Appendix B – Job Descriptions

- Add a job description for Aircraft Servicer (missing) TO BE PROVIDED
- Add a job description for Corrosion Control Technician (missing) TO BE PROVIDED
- Delete the following job descriptions: General Maintenance Worker & Janitor

MEMORANDUM OF UNDERSTANDING #2

DAY OFF TRADES

The trading of days off between employees within the same classification will be permitted if requested in writing, signed by the employees involved and approved in advance by the Company.

MEMORANDUM OF UNDERSTANDING #4

MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefits Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen (15) minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule which will be mutually agreed upon by the company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

The Company agrees to implement the provisions of this Memorandum of Understanding no earlier than and no later than January 1, 2012 to coincide with the Company's normal benefits enrollment.

The parties agree that the provisions of this Memorandum of Understanding will be effective for the term of this Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.