

AMENTUM SERVICES, INC.

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL NO. 564, AFL-CIO**

SEPTEMBER 01, 2025, THROUGH AUGUST 31, 2028



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PREAMBLE/PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between Amentum Service, Inc., hereinafter referred to as the “Company” and International Union of Operating Engineers, Local No. 564, AFL-CIO, hereinafter referred to as the “Union.”

This Agreement is entered into under the terms of the National Labor Relations Act, as amended, in the mutual interest of present and future employees, to promote the Safety and continuity of operations and maintenance, to stabilize employment under reasonable hours, rates of pay, working conditions and in the interest of the Plant Operation effort of the United States Government, to further efficiency and economy of operations. It is recognized by the Agreement to be the duty of the Company and the Union to cooperate fully both individually and collectively for the advancement of said conditions.

ARTICLE 1 – RECOGNITION

1.01 The Company hereby recognizes the Union as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for the bargaining unit for all employees engaged in the operations and operative maintenance of the utility systems including the Utility Control Systems Operator/Dispatchers, Utility Coordinators, and Communications Operators employed by the Company and its Utility Control Systems computer section in the contracts between the Company and the National Aeronautics and Space Administration, Johnson Space Center (NASA/JSC) and the Sonny Carter Training Facility, Houston, Texas, as certified by the National Labor Relations Board in Case Nos. 23-RD-350 and 23-RC-4548.

The word “employee” or “employees,” as used in the Agreement, means all employees of the company employed at the location listed above, in the job classification(s) listed in Appendix A of the Agreement. Excluded from the unit are all other employees, office clerical employees, professional employees, managerial employees, and guards and supervisors as defined in the National Labor Relations Act.

1.02 The respective obligations of the Company and the Union, hereafter referred to collectively as the “Parties,” shall be in effect only insofar as Union acts in the capacity of exclusive bargaining representative of said employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the Company and the direction of its employees, including the establishment of working conditions, the hiring, scheduling within the terms of this agreement, training, promoting, demoting, and rehiring of employees, the suspending, the discharging or

otherwise disciplining of employees, and the laying off and calling to work of employees in connection with any reduction or increase in working forces, are the exclusive functions of Management to the extent that any such matters are not otherwise covered or provided for in this Agreement: and provided that, in the exercise of such functions, the management shall not violate any provisions of this Agreement.

2.02 The Company agrees that, during the term of the Agreement, no work currently performed by the employees in the bargaining unit will be subcontracted. Should NASA/JSC require any work to be subcontracted outside of this agreement, the Company has the right to do so and shall provide notification to the Union. Such subcontracting of work shall not cause loss of overtime or reduction of force.

ARTICLE 3 - SUCCESSOR CLAUSE

In the event that the Company is an unsuccessful bidder for work currently covered by this Collective Bargaining Agreement, the Company shall promptly notify the successful bidder of the existence of this Collective Bargaining Agreement and this Successor Clause. It is agreed that prior to the successful bidders phase-in, the successful bidder shall have entered into an agreement with the Union recognizing it as the representative for the employees within the existing bargaining unit accepting and recognizing the terms of the then existing Collective Bargaining Agreement. The then existing collective bargaining agreement will remain in full force and effect for its duration, unless changes and/or revisions are mutually agreed upon by the parties following the phase in of the successful bid, buy, sale, or any other method of disposition or acquisition.

ARTICLE 4 - NON-DISCRIMINATION

4.01 The Parties separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, age, national origin, veteran or handicap status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender; it shall be recognized as referring to both male and female employees.

4.02 The Parties agree the provisions of this Agreement shall be applied fairly to all employees, in a manner that does not discriminate because of their race, creed, color, sex, national origin, religion, age, gender identity or expression, veteran status, marital status, citizenship, physical or mental disability, union membership, sexual orientation, or any other status protected by applicable law.

Any dispute regarding the interpretation and compliance with this Article may be subject to the grievance procedure, but absent resolution through the grievance procedure, it shall not be submitted to arbitration, and shall instead be resolved through the appropriate federal or state EEO agencies and/or court, unless asserted in the context of other alleged violations of this

Agreement (for example, a grievance over a termination).

4.03 The Company has full authority to implement any measures which, in its discretion, it deems necessary for legal compliance with the Americans With Disabilities Act (“ADA”) or any applicable Federal, State, or Local law, ordinance or regulation relating to discrimination on the basis of disability, or to accommodate a disability pursuant to such law, ordinance or regulation. The Employer shall have no obligation to disclose to the Union or its representatives any confidential medical records or the confidential medical information in those records, of any employee of the Employer, whether or not a member of the bargaining unit, absent the express written consent and release signed by the employee to whom such confidential records or information pertains.

ARTICLE 5 - HOURS OF WORK

5.01 Straight Day Work - Lab Technicians working the Straight Day Schedule or afternoon shift will require eight (8) hours of work, from 7:00 a.m. to 3:30 p.m., with 30 minutes unpaid meal period. Straight day and afternoon workers shall work Monday through Friday with Saturday and Sundays as off days except for weekend coverage in the labs where two consecutive days off may be established by mutual consent of the Parties.

5.02 Straight Day work – Operations/OCC - Workers assigned to operations on the day shift shall work a schedule which requires eight (8) hours of work from 6:00 a.m. to 2:30 p.m. with a 30-minute unpaid meal period Monday through Friday with Saturday and Sunday as off days, except for weekend coverage when two consecutive days off may be established by mutual consent of the Parties .

5.03 Mid-Day work – Operations/OCC – Workers who bid on the Mid-day shift shall work a schedule which requires eight (8) hours of work from 10:00 a.m. to 6:30 p.m. with a 30-minute unpaid meal period Monday through Friday with Saturday and Sunday as off days, except for weekend coverage when two consecutive days off may be established by mutual consent of the Parties. If utilized, the number of employees working this shift shall not exceed three (3); (1) OCC, (1) 24 and (1) Field.

5.04 Straight Afternoon Shift – Operations/OCC - Workers assigned to operations on the afternoon shift shall work a schedule which requires eight (8) hours of work from 2:00 p.m. to 10:30 p.m. with a 30-minute unpaid meal period Monday through Friday with Saturday and Sunday as off days, except for weekend coverage when two consecutive days off may be established by mutual consent of the Parties .

5.05 Rotating Shift Work - The schedule for rotating shift work shall be the schedule shown in Appendix B, Rotating Schedule. Employees so assigned shall work twelve (12) consecutive hours per day and shall rotate in accordance with the schedule. Shifts shall be from 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m. Employees shall not report to work more than fifteen minutes before the time they are scheduled for the start of their shift unless they are requested to

report early for overtime work. The names of employees assigned to rotating shift work will be published showing shift rotation and days off. Rotating shift workers will be provided with a 30-minute, staggered unpaid meal period. The Parties agree that coverage will not be impacted due to meal periods.

5.06 When an employee or new hire reports to work at the time scheduled by the Company or is called in by the Company for a work assignment outside their regular schedule, but not in conjunction with their regular scheduled workday, they shall be guaranteed four (4) hours pay at the appropriate rate.

ARTICLE 6 - BARGAINING UNIT WORK

Supervisory or Salaried shall not perform work normally performed by Bargaining Unit employees covered by this agreement except while learning the operations, training employees, studying or testing equipment, putting new equipment into operation, or in emergencies affecting operations or safety of personnel. No employee in the bargaining unit shall be displaced by reason of such work.

ARTICLE 7 - UNION STEWARDS AND REPRESENTATIVES

7.01 The Company recognizes the right of the Union to appoint a Union Steward and a Representative, as their back-up in case they are out and employees in the classifications listed in this Agreement are in need of Union assistance.

7.02 The Union Steward or Representative shall have reasonable access, through established procedures and the extent permitted by NASA/JSC, to all jobs within their scope of work, but shall not unduly interrupt employees or interfere with their work during working hours.

7.03 The Union Steward or Representative may present grievances with, or on behalf of, individual employees as provided in the Grievance Procedure and shall be allowed reasonable time during working hours for such presentation. Each Union Representative shall notify their Manager, in advance of scheduling time on Union business during their regular workday for the purpose of investigating complaints or claims of grievances on the part of employees. It is not intended that a Union Steward or Representative may abuse the right of investigation. Should there be a claim of abuse, such complaint shall be referred by the Company to either the Steward or Business Representative of the Union.

7.04 In order to facilitate the Chief Steward performing the functions provided them under this Agreement, the Employee designated as Chief Steward by the Union shall have the option to be, if qualified, assigned straight day, Monday through Friday, employment in the Relief Operator classification. They shall, except as provided herein, perform the duties of a Relief Operator on such days.

7.05 When a new Chief Steward is designated or the former Chief Steward is designated for a new term they shall assume the duties, if so desired of the junior straight day employee. Any employee removed from their job because of the above process shall use their seniority to bump the most junior employee in a building or group he is desirous of being assigned. The employee being bumped shall assume the job and shift vacated by the new Chief Steward. Should a promotion be involved in the above process, seniority shall prevail. Additionally, when a new Chief Steward is designated, the former Chief Steward (the person being replaced) may revert to their former or lower classification or to the shift work by bumping the most junior employee in a building or group they are desirous of being assigned to provided he have greater seniority than the employee they chose to bump. The Chief Operator or Operator who is bumped by the former Chief Steward, as provided above, shall, unless a. higher rated job is involved, be placed in the position vacated by the new Chief Steward being assigned straight days. Each of the above actions is dependent upon the employee involved being qualified, after a reasonable break-in period, of performing the work.

7.06 Employees designated Stewards by the Union shall be recognized by the Company as representatives of the Union and no Steward shall be discriminated against by the Company. The Union shall notify the Company in writing of the names of the accredited Stewards.

7.07 Subject to existing security regulations, the Business Representative or other authorized Representatives of the Union shall have access to the Company's work areas, in accordance with the rules and regulations of NASA/JSC, during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether this Agreement is being observed. Before doing so, he/she shall report to the Supervisor or other authorized Company Representative, who shall permit said Representative to enter the Company's work areas, provided that such rights shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

ARTICLE 8 – SENIORITY

8.01 Seniority as used herein shall be the total length of service from the employee's last date of hire by the Company on jobs covered by this section of the Agreement at the Johnson Space Center. The seniority of current employees for purposes of layoff, recall, promotion, and demotion will be agreed upon between the parties at the time of the signing of this Agreement and shall include service with prior employers if such service was continuous with service for the Company on jobs covered by this Agreement. Any successor Company shall be required to recognize the seniority of employees beginning with their tenure at Johnson Space Center. The Company shall maintain a record of relative seniority of all employees and, as needed, will furnish the Union a seniority list showing the name, position, and seniority date of each employee covered by this Agreement.

8.02 Lay Offs:

In the event a permanent reduction in force [more than seven (7) days] is required in the Chief Operator classification, the Chief Operator with least seniority shall be reduced to the classification of Operator first. Chief Operators, who are in excess positions, shall be placed by the Company into vacancies, for which he/she is qualified, caused by the reduction in force. Each employee must be able to perform their job duties after a reasonable break in period following assignment [thirty (30) days]. The Company may depart from seniority on reduction in force if the remaining employees in the classification of Chief Operators are not qualified to perform the work or fill resulting vacancies.

- If a permanent layoff [more than seven (7) days] is required, Relief Operators shall be laid off first. Lab Technicians shall be in a separate seniority group for layoff purposes. The Company may depart from seniority on layoffs if the remaining employees are not qualified to perform the work.
- Temporary layoffs due to break downs, shutdowns, or causes of a like nature not to exceed seven (7) workdays, may be made by the Company irrespective of any provisions of this Agreement; provided, however, that whenever practical the Company agrees to process temporary layoffs by seniority.

08.03 Recall: Whenever there is an increase in the workforce after permanent layoffs, the reverse of the layoff procedure shall be followed.

8.04 Employees returning from absences that resulted in a permanent vacancy, in cases where his/her jobs were posted in accordance with Article 21, or employees displaced by a senior returning employee, will displace to the point their seniority will allow as follows:

- The employee will displace the junior person in their previous area and classification.
- Should their seniority not prevail, they will displace the most junior employee consistent with the qualifications Memorandum of Agreement (MOA).
- Any employee who is to be laid off will, if qualified, be permitted to displace into the other bargaining unit covered by this collective bargaining agreement. The employee will be permitted to displace, if that employee's seniority date is greater than the junior employee of the other unit. Therefore, an Operator who, due to layoff, cannot remain in the Operator group may displace into the Operations Call Center ("OCC") Operator/outage coordinator if the employee has more seniority than the junior employee in the group. On the other hand, an employee from the OCC Operator group, who is being laid off, may displace into the Operator group if the employee is senior to the junior Operator. Employees who do not exercise this option will retain their seniority date and remain on the recall list. When they are recalled, they will be required to return to their original group unless there is no one remaining on the seniority list below them in the group into which they displaced.

8.05 Same Seniority Date: In the event two (2) or more employees have the same seniority date the sequence of seniority shall be determined by the drawing of lots by the Union.

8.06 Employees Transferred Outside Bargaining Unit: An employee transferred to a job outside the groups covered by parts of this Agreement shall continue to maintain their place on the seniority roster until they have worked a maximum of ninety (90) calendar days, either continuously or cumulatively, during a calendar year. After such ninety (90) day limitation has been worked, they shall lose all seniority rights within the group.

8.07 Loss of Seniority: An employee shall lose their seniority under any one of the following circumstances:

- If the employee resigns.
- If the employee retires.
- If the employee is discharged for just cause.
- Lay off for a period of two (2) years.
- If the employee fails to execute the recall notice within three (3) working days and report to work within two (2) weeks or sooner from a layoff.
- If the employee is absent for three (3) consecutive workdays without properly notifying the Company.
- If the employee is on unpaid leave of absence for more than one (1) year because of illness or injury.
- If the employee does not return from a personal leave of absence. The maximum leave for purposes of this provision is thirty (30) days, unless the leave is covered by the Family and Medical Leave Act. It is understood that the granting leaves of absences are strictly at the discretion of the Company.

If it is covered by the Family and Medical Leave Act, the terms of the Act will prevail.

ARTICLE 9 - SITE CLOSURES

9.01 If NASA/JSC invokes the Denied Access to NASA Facilities clause, employees who are scheduled to work should report to work unless otherwise instructed by their Shift Supervisor or Manager. Employees who are scheduled to work and fail to report to work will not receive administrative leave pay.

9.02 Employees who are required and scheduled to work, and report to work during site closure due to inclement weather, will not be paid administrative leave pay, but will be paid double time for hours worked.

9.03 Employees who are required and scheduled to work, and report to work during site closure due to conditions other than inclement weather, will not be paid administrative leave pay, but will be paid time and a half for hours worked.

9.04 Employees scheduled to work but are instructed not to report by Management during a site closure, may be paid administrative leave if the Denied Access to NASA Facilities clause has been invoked by NASA/JSC.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance is defined as a difference of opinion between the Parties concerning the interpretation or application of any of the provisions of the Agreement. A complaint is defined as any complaint, objection or suggestion which does not constitute an alleged violation of the Agreement. Complaints may be presented for consideration in the manner set forth for Steps I, II and III of the Grievance Procedure, or made subject for discussion at the monthly meeting of the Parties, except that complaints not constituting an alleged violation of the Agreement shall not be subject to the Arbitration Procedure.

Grievances and complaints that may arise will be handled as hereinafter set forth, unless extended by mutual consent of the parties.

10.02 Grievance Procedure

Step I: An employee having such a grievance shall present it orally to his immediate supervisor within five (5) working days, excluding the employee's off days, after the date of the incident giving rise to the grievance; otherwise, it shall be waived as a grievance. The Supervisor shall give his answer orally within five (5) working days, excluding the employee's off days, after the Step I meeting. If the grievance is not appealed to Step II within five (5) working days after receipt of the Step I answer, it shall be considered settled. If appealed to Step II, it shall be reduced to writing on a grievance form signed by the employee and the Steward who must indicate (a) a statement of the grievance and the facts upon which it is based, (b) the section or sections of the Agreement claimed to have been violated, and (c) the remedy or correction requested.

Step II: Between the Steward and the Operations Manager. The Operations Manager shall give his answer in writing within five (5) working days after it is presented. A copy of said written answer shall be forwarded to the grievant involved and the Business Representative of the Union by the Steward. If the grievance is not appealed to Step III within ten (10) working days after receipt of the Step II answer, it shall be considered settled.

Step III: Between the Steward, Business Representative of the Union, Labor Relations Manager of the Company, and such others as the Company may desire present. In addition, the grievant will be present should they desire. If on duty, the Company will arrange time to state his grievance. An answer shall be given in writing within ten (10) calendar days after it is presented.

Step IV: If a grievance is not settled at Step 3, the parties may mutually agree to proceed to Federal Mediation and Conciliation Services (FMCS), and/or such other mutually agreed upon method/organization in an effort to resolve the grievance before proceeding to Arbitration.

If no settlement is reached under this Article, an appeal may be made in writing, within twenty (20) calendar days, to Arbitration as established under this Agreement.

10.03 The Company will secure the necessary facilities for grievance proceedings. Any cost associated with the facilities will be shared equally between the Parties.

10.04 No disposition or award upon any grievance under this Agreement shall be made retroactive for any event or circumstances which occurred prior to the date of the event or circumstances for which the grievance was first filed.

10.05 Saturdays, Sundays, and Holidays shall not be considered as days worked for purposes of time limits under this Article.

ARTICLE 11 – ARBITRATION

11.01 In the event either Party is dissatisfied with the decision regarding a grievance, it may invoke arbitration of said grievance by giving the other Party written notice, within not more than ten (10) business days from the date of the aforesaid decision, of a desire to arbitrate the grievance and request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons, competent to serve as neutral arbitrators. Within thirty (30) calendar days of receiving this list, the Parties shall alternately strike names until only one (1) name remains, who shall be the arbitrator.

11.02 The sole function of the arbitrator shall be to determine which Party is correct with reference to the proper application and interpretation of this Agreement. The arbitrator shall not have any authority to change, amend, modify, supplement or otherwise alter in any respect whatsoever this Agreement, or any part thereof. Within thirty (30) calendar days after receiving proposed dates from the arbitrator, the Parties shall mutually agree on a date, time and place for the proceeding. Following the hearing, the parties to this Agreement shall provide written briefs to the arbitrator. The arbitrator shall render a decision in writing, within thirty (30) days after receiving the post-hearing briefs, unless an extension of time is mutually agreed to by the Parties. The decision of the arbitrator shall be final and binding upon both parties.

11.03 Each party to the arbitration shall bear its own expenses, except that the fee and expenses of the arbitrator shall be paid equally by both Parties.

ARTICLE 12 – SAFETY

12.01 It is the responsibility of the Parties and each employee to ensure compliance with the safety rules, laws and/or regulations applicable to NASA/JSC.

12.02 The Company shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used.

12.03 No employee shall be disciplined, including discharge, for refusing to work on a job if his/her refusal is based on the claim that said job is not safe or might unduly endanger his/her health, until it has been determined that the job is safe by the Company's Safety Department.

12.04 It is understood by the parties that the settlement of any dispute under this procedure cannot exceed the Company's prerogatives under its NASA contract.

12.05 An employee's failure/refusal to obey safety regulations and/or to use safety devices provided by the Company, shall be just cause for disciplinary action.

ARTICLE 13 - GENERAL SAVINGS CLAUSE/COMPLETE AGREEMENT

13.01 In the event that now or hereafter there is any State or Federal Law or any directive order, rule or regulations made pursuant, thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule or regulations shall remain in force and effect.

13.02 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining and that the agreements arrived at by the parties are set forth in this Agreement.

13.03 This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. Any modifications of this Agreement may not be made except by mutual agreement in writing between the Company Labor Relations Department and designated representatives of the Union.

ARTICLE 14 – DISCIPLINARY ACTIONS

14.01 The Parties agree that a violation of the Company rules, policies and procedures may result in disciplinary action, subject to just cause and the Grievance and Arbitration provisions of this Agreement. Said Company rules, policies and procedures are available to employees on the Company's website.

14.02 It is understood that an employee having received a letter of reprimand, suspension from work or any other derogatory entry in his/her Personnel File shall not have that entry used in any disciplinary action after twelve (12) months if they have not received another entry within that time.

ARTICLE 15 - SECURITY PROVISIONS

15.01 The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under its contract with NASA/JSC. The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with NASA/JSC.

15.02 It is understood by and between the Parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by NASA/JSC, or other agencies of the United States Government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.

It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by NASA/JSC or the United States Government.

15.03 The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by NASA/JSC or the United States Government. A non-probationary employee who loses their security clearance or site access for any reason will not lose their seniority until final adjudication of his/her appeal. Any employee whose seniority is reinstated under this provision will be reinstated in his/her previously held occupational title.

ARTICLE 16 - ABSENCE FROM WORK

16.01 When an employee cannot report for work for any reason they are responsible for notifying their Supervisor or Manager of their inability to report for duty at least twenty-four (24) hours prior to the start of their shift and each subsequent day thereafter for extended absences.

16.02 When an employee has been absent from work for three (3) or more consecutive scheduled workdays they must notify their Manager twenty-four (24) or more hours in advance of their returning to work. This will allow time to give the employee instruction for the return-to-work process. Employees who do not do so may not be allowed to work the shift to which they reported without adequate notice.

16.03 Employees will not be excused from work except for illness, accident, or where prior permission has been obtained by the employee from their Manager. Repeated absences, without prior permission will result in disciplinary action.

16.04 Employees more than one (1) hour late, without contacting their Manager, will be considered as an “unexcused absence,” and may be sent home at the Company’s discretion.

ARTICLE 17 - BULLETIN BOARDS

17.01 The Union shall have made available to them bulletin boards at appropriate locations for the purpose of posting Union notices.

17.02 Such notices shall be limited to:

- Notices of Union charitable, recreational and social affairs.
- Notices of Union elections, appointments, and results of Union elections.
- Notices of Union Meetings.
- Such other notices as are mutually agreed upon by the Parties.

ARTICLE 18 - NO STRIKE / NO LOCKOUT CLAUSE

The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement will collectively or individually engage in or participate in any strike, sympathy strike, slowdown, picketing or stoppage of work during the term of this Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

ARTICLE 19 - CHANGE OF SHIFT SCHEDULE

19.01 When an employees' regular work schedule is changed at the request of the Company without forty-eight (48) hours advance notice prior to the starting time and date of the new schedule, or to the time a shift would have started that is to be taken off, whichever is sooner, one and one half (1.5) times the straight time hourly rate shall be paid for the first day of work on such new schedule.

19.02 An employee shall not receive one and one-half (1.5) times the straight time hourly rate of pay for the first day of work on such a new schedule if the change is for any of the following reasons;

- a. The change is a promotion
- b. The change is voluntary

STAFFING

19.03 The Company shall have the sole responsibility for determining the staffing of the Operations section. The Company shall give the Union five (5) days' notice prior to changes in staffing levels.

19.04 Staffing Levels per shift will include the following classifications:

- (1) Field Operator
- (1) MCPP/48 Operator
- (1) Building 24 Operator
- (1) OCC Operator

ARTICLE 20 – PROMOTIONS / TRANSFERS

PROMOTIONS

20.01 Whenever promotions are made to higher rated jobs, they shall be made on the basis of seniority, qualifications, and ability of the employee. All new positions or vacancies which involve promotion (except those of less than thirty (30) calendar days duration) will be posted at agreed locations for a period of seven (7) calendar days. The job will be posted within seven (7) days after the Company advises the Union that a permanent vacancy exists. Employees who consider they are qualified for such posted positions may file their applications within the time limits shown on the posting with the official whose name is signed to the posting. Should there be an employee absent from the job for the entire seven (7) day bidding period, and who is senior to any person who has bid on the opening, the Company and the Steward shall either contact the employee at home to inform them of the posting or the employee will be given opportunity to bid on the posting express their wish immediately upon their return to work. The position will be awarded to the senior qualified and able employee within seven (7) days after the last effective date of the bulletin.

20.02 Vacancies including higher rated jobs of less than thirty (30) calendar days duration shall be filled by either (a) appropriate overtime coverage or (b) the upgrading of an employee. When upgrading, the senior qualified Operator on the shift where the vacancy exists must accept the upgrade when offered if the opinion of the Company is that they are qualified.

20.03 The Parties agree that jobs must be filled by fully qualified employees during critical periods. The Company may depart from the provisions of this Article during critical periods if necessary to place qualified employees on assignment to meet the requirements of NASA/JSC. Immediately after such periods the employees assigned other than as provided herein shall return to their former positions.

20.04 Whenever a permanent vacancy occurs for any reason other than that related to a layoff in a building or operating group, Operators in other buildings or groups, or a Chief Operator who wishes to demote to the lower paid job, shall have the right to request transfer to such vacancy. A permanent vacancy will be posted within seven (7) days from the time the Company determines a vacancy is permanent and the senior qualified employee so desiring will be transferred to the job within seven (7) days after the last effective day of the posting. The senior qualified person so requesting shall be awarded the position. An employee who has been transferred at their

request to a vacancy within a one (1) year period immediately preceding the date of the new vacancy, will not be awarded the new vacancy if there are other qualified requesters or unless mutually agreed to between the Parties in the event there are no (a) employees qualified or (b) employees eligible to request transfer. Any employee who hires in or bids into Building 24 shall work there for a period of two (2) years unless eligible to bid on a higher classification position resulting in a promotion. There can be exceptions to the duration of the (2) year period upon mutual consent by the Parties .

- Qualified employees will be transferred under this provision to the extent that no shift in a building or operating group will be affected more than once as a result of the original vacancy. To prevent a chain of job preference assignments the Company will consider up to three (3) assignments under this Article.

TRANSFERS

20.05 Transfers shall be made on the basis of seniority, qualifications and ability of the employee. Forced Transfers (where no one bids, and the Company assigns) shall be limited to Relief Operators. All new positions or vacancies (except temporary vacancies) will be posted at agreed locations for a period of seven (7) calendar days. Employees who consider they are qualified for such posted positions may file their applications within the time limits shown on the posting with the official whose name is signed to the posting. Should there be an employee absent from the job for the entire seven (7) day bidding period, and who is senior to any person who has bid on the opening, the Company and the Steward shall either contact the employee at home to inform them of the posting or the employee will be given opportunity to bid on the posting immediately upon their return to work.

20.06 The Parties agree that jobs must be filled by fully qualified employees during critical periods. The Company may depart from the provisions of this Article during critical periods if necessary to place qualified employees on assignment to meet the requirements of NASA/JSC. Immediately after such periods the employees assigned other than as provided herein shall return to their former positions.

20.07 Vacancies occurring from a lay-off as a result of Article 8 will be filled by seniority and qualifications. The vacancies to excess employees (persons demoted from Chief Operator as a result of Article 8) and Operators on jobs where the work has been eliminated.

ARTICLE 21 - HOLIDAYS

21.01 The following eleven (11) days shall constitute the local holidays within the terms of this Agreement; except mutually agreed to changes with the parties:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus' Day
President's Day	Veteran's Day

Memorial Day
Juneteenth
Independence Day

Thanksgiving Day
Christmas Day

21.02 Holidays for rotating shift employees shall be observed on the actual day.

21.03 For straight day employees, holidays falling on Sunday will be observed on the following Monday and those falling on Saturday will be observed on the preceding Friday.

21.04 The Company agrees to pay employees at their regular rate of pay for eight (8) hours on each of the eleven (11) holidays per year. The eleven (11) holidays to be recognized shall be the holidays as observed by NASA/JSC. If the number of holidays, or other special days at NASA/JSC, Ellington, and SCTF are increased in number, such additional day(s) shall be recognized and paid for in accordance with this Agreement if reimbursed by NASA/JSC.

21.05 Site closures are not considered Holidays or Other Special Days.

21.06 Scheduled hours worked on a holiday will be compensated at the rate of one and one half (1-1/2) times the employee's regular hourly rate of pay for the regularly scheduled hours of work. All hours worked out of schedule will be compensated at the rate of two and one half (2-1/2) times the employee's regular hourly rate of pay.

21.07 An employee shall not be eligible for holiday pay without working if they fail to work both (1) their last regular shift prior to, and (2) their regular shift after such holiday; except under the following conditions:

- If excused by the Company; if an absence is excused before the holiday, the employee's immediate Supervisor will approve the absence in writing.
- Illness or accident (and in case of doubt the matter will be decided by consultation between the employee's doctor and the Company's doctor).
- Absence in accordance with Jury Duty.
- Absence because of death in immediate family If an industrial accident occurs on the day of or the day after a holiday, resulting in the employee being absent on part of that day they shall nevertheless be paid for the holiday.

21.08 There shall be no pyramiding of paid time off.

21.09 An employee who is instructed to work their regularly scheduled hours on a holiday, but who fails to report and does not have an acceptable excuse, will receive no pay for the holiday.

ARTICLE 22 - DISTRIBUTION OF OVERTIME

22.01 The parties agree that the opportunity to work overtime shall be distributed among the employees who are qualified to perform the work.

- A. Bldg. 48 Chief Operators
- B. Bldg. 48 Operators
- C. Bldg. 24 Chiefs
- D. Bldg. 24 Operators
- E. Field Chiefs
- F. Relief Operators
- G. Laboratory Technicians
- H. OCC Operator

22.02 The length of the workday under the Twelve-Hour Shift schedule makes it imperative that qualified personnel be available for meeting overtime needs. Each employee is expected to work his share of overtime.

22.03 An employee shall not be allowed to work more than twelve (12) hours in a twenty-four (24) hour period without Management approval.

22.04 Overtime, whether scheduled or unscheduled, will be assigned to the Qualified Operator with the lowest overtime hours in the following order, using normal overtime rules within a shift:

- The shift on short change off.
- Straight shift Operators.
- The shift on long change.

22.05 An employee, other than a Relief Operator, who is absent, shall be replaced by a Relief Operator or by an Operator assigned in accordance with this Article. Relief Operators (both rotating shift and straight shift) will be equally considered for overtime in overtime groups in which the Relief Operators are qualified.

22.06 When a Relief Operator or Operator is relieving a Chief Operator, they shall be considered with that Chief group for holdover; or when scheduled in advance to relieve a Chief, they shall be considered with that Chief group for call-in advance of that work period. When a Relief Operator or Operator has been upgraded to a Chief Operator for a full shift, they will remain in that position for the duration of the Chiefs absence that they are replacing. In the event a Relief Operator is replacing an Operator who has been upgraded to the Chief Operator's position, the Relief Operator will continue to work in that assignment for the duration of the Chiefs absence. However, when such upgrade vacancies are in excess of thirty (30) calendar days they will be posted in accordance with Article 20. A Relief Operator who replaces an Operator who is absent will not have to remain in that position for the duration of the Operator's absence.

22.07 The Overtime Tracker shall be maintained and made available to affected employees as follows:

- The Chief Operator will assign overtime to the proper person to be assigned overtime. The Chief Operator on duty at the time will contact the employee by telephone and enter the information in the Overtime Tracker to assign overtime.
- The OCC Operator will assign overtime to the proper person to be assigned overtime. The OCC Operator on duty at the time will contact the employee by telephone and enter the information in the Overtime Tracker to assign overtime.

22.08 On the first full pay period of each year, all employees' overtime records will be reset to zero (0) hours. When an employee enters a new group, they shall be charged with the average of the group.

22.09 Overtime will be added to the record at the rate the employee was paid. For example, an employee working four (4) hours of overtime at 1.5 times the normal pay rate will have 6 hours (4 hours x 1.5) added to their overtime total. Overtime will be recorded at two (2) times the hours the employee would have been paid if they had worked, even though not worked under the following conditions:

- An employee is offered overtime and refuses.
- An employee agrees or is scheduled to work overtime and fails to report.

22.10 Employees will not be scheduled to work overtime who cannot perform the overtime work without break-in or familiarization. Employees replacing other employees for overtime work must be able to perform such work immediately.

22.11 No employee shall be disciplined for failure to work overtime when other qualified employees in their overtime group who normally perform such work have not been scheduled to work the overtime and are willing to work the overtime in their stead.

22.12 In the event that the existing procedures fail to provide adequate overtime coverage, the following mandatory standby procedure shall be implemented

- When a shift is on standby the following minimum qualified personnel shall be on standby, a B-24 Chief Operator, an OCC Operator, a Field Chief, and a B-48 Operator (who may also be the Field Chief or Relief Operator). The employee with the lowest overtime total in each classification is placed on the mandatory standby list unless someone volunteers for the position. More employees may volunteer for the list.
- Training Chiefs may volunteer for, or be required to, be on the mandatory standby list for any position for which they are qualified.
- When an Operator on the standby (on call) list is needed, at least one (1) attempt shall be made to contact them. The time and method of the attempts shall be recorded in the Overtime Tracker of the person making the call. The Standby (on call) Operator has ten

(10) minutes from the time of the call to call in and two (2) hours from the time of the call to report to work.

- Standard progressive disciplinary procedures may apply if the mandatory standby procedure is not followed.

22.13 When the lowest qualified employee is not afforded overtime in accordance with the Agreement between Company and Union, and the parties agree that there has been an error:

- The qualified employee will be allowed to work the next available overtime opportunity.

22.14 Where a Chief Operator in Building 24, 48, or in the rovers, has an overtime total less than that of the low overtime Operator and Relief Operators in their building and on their shift, then said Chief Operator shall be entitled to be substituted for the Operator in offering overtime. When a Chief Operator performs overtime work as an Operator, as provided above, the Chief Operator shall perform the Operator's duties assigned by the on duty Chief Operator.

22.15 When an employee reports to work at the time scheduled by the Company or is asked by the Company to work outside their regular schedule, not in conjunction with their regular schedule, they shall be guaranteed four (4) hours of pay at the appropriate rate.

ARTICLE 23 - OVERTIME

23.01 Premium pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid.

- Eight Hour Shift: Straight Day and Evenings

- a. For all hours worked in excess of eight (8) hours in any workday.
- b. For all hours worked in excess of forty (40) hours in any one workweek.
- c. For all hours worked outside the employee's regularly scheduled shift.

- Twelve-Hour Shift: All overtime for twelve-hour shift employees shall be paid at one and one half (1-1/2) times the employee's regular hourly rate of pay except as noted for holidays.

- a. For all hours worked in excess of twelve (12) hours in any workday.
- b. For all hours worked in excess of forty (40) hours in any one workweek.
- c. For all hours worked outside the employee's regularly scheduled shift.

23.02 Premium pay at the rate of two (2) times the employee's regular hourly rate of pay shall be paid:

- a. For all hours worked on the employee's second scheduled day off in a workweek.

b. For all hours worked on an employee's single scheduled day of rest when the employee is scheduled six (6) days within a workweek.

23.03 When an employee is required to work more than two (2) hours of unscheduled overtime beyond their regularly scheduled shift, the Company will pay them one (\$15.00 meal ticket (to be entered by the employee on their timesheet). This provision will be repeated after each four (4) hours of overtime thereafter. In addition, any employee called to work with less than two (2) hours notice shall be provided an overtime allowance of one (1) \$15.00 meal ticket (to be entered by the employee on their timesheet), two (2) hours after reporting and each four (4) hours thereafter so long as they continue to work, including hours during an employee's regular shift.

ARTICLE 24 - LEAVES OF ABSENCE

24.01 Notwithstanding other provisions of this Agreement, time spent on an unpaid leave of absence occasioned by an industrial injury shall not affect the employee's wage review period to the extent that such wage review is automatic.

24.02 An employee's job will be held for one (1) year from the start of the leave when an employee is on long term illness or injury whether paid or unpaid.

24.03. Jury Duty: Employees who are required by proper court order or summoned to be absent from work in connection with jury duty or testimony will be paid the earnings he/she would have received for a regular scheduled shift. A copy of the court order or summons shall be provided to the Supervisor. Employees called for jury duty or testimony and released by the court with less than four (4) hours service, will be expected to return to work for the remaining portion of his normal workday. Payment will be made at the employee's regular straight time rate.

24.04. Bereavement: In the event of a death in an employee's immediate family, the employee will be granted up to four (4) days bereavement leave with pay. Immediate family definition is to be consistent with the Company's standard bereavement leave policy. Immediate family shall be defined as:

Father, Mother, spouse, sister, brother, children, foster children, in-laws, grandparents, and step relations to include child, mother, father, brother, or sister.

24.05. Military Reserve Training Leave: An employee on the active payroll of the Company who is required to engage annually in two (2) weeks (up to ten (10) working days) of military reserve training shall be granted a leave of absence for the period of training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for his normal two (2) week work schedule. Normal, for the purposes of this Section shall mean a forty (40) hour weekly work schedule at the employee's regular rate of pay.

24.06 UNION LEAVE

Leaves of absence without pay will be granted by the Company on two weeks written request of the Union for persons designated by the Union for Official Union business or to attend conventions, educational or other functions of the Union. Seniority and benefits will accumulate during such leave for periods of two (2) weeks or less. Seniority only will accumulate for periods in excess of two (2) weeks. Not more than one (1) employee shall be on such leave at any one time.

24.07 FMLA

The parties agree to be in compliance with the Family Medical Leave Act (FMLA) of 1993 as mandated by federal law and any State law requirements, regardless of the number of employees within the bargaining unit.

Seniority will accumulate during all paid FMLA leaves.

No employee shall be required to utilize paid vacation for any FMLA absence for which the employee does not request to receive such pay. However, employee(s) may use accrued Sick/Vacation Time before being placed on unpaid FMLA leave.

ARTICLE 25 - UNION SECURITY AND REFERRAL

25.01 The Union is recognized by the Company as a source of employment referrals. The Union shall refer all applicants for employment to the Company in accordance with the job requirements, as specified by the Company.

25.02 The above shall not restrict the Company from soliciting and hiring qualified personnel from any other source., provided the Union is unable to fulfill manpower requirements within three (3) working days, emergencies excluded.

25.03 It shall be the Company's responsibility to select and hire the applicant that best fits the open position.

ARTICLE 26 – BENEFIT PLANS

26.01 Health & Welfare Benefit Plans

The Company will sponsor and make available to full-time employees, beginning on the first day of employment, Health & Welfare Benefit plans specified in the following paragraphs. The Company may find it necessary or desirable to amend, revise or replace some or all the plans during the life of this Agreement between the Parties. Such changes may be needed based on Company ownership changes, cost-containment, improved coverage, legally required, or changes

imposed by the carrier. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement and negotiate comparable modifications.

Employees shall have the opportunity to choose from the following benefit options during their initial enrollment period and during Annual Enrollment each year. Unless otherwise specified by Federal Law, employees shall not be allowed to change their pre-tax benefit elections outside of the Annual Enrollment period. Employee paid premiums will be deducted from the employee's weekly paycheck.

Medical

Employees may choose to enroll in one of the Company's optional medical and prescription drug benefit plans as provided in the Summary Plan Descriptions. Employees who enroll in the High-Deductible Health Plan (HDHP) may be eligible to establish a Health Savings Account (HSA) for qualified healthcare expenses.

PPO Low	85%	15%
HSA High	85%	15%

Dental and Vision: Employees shall have an opportunity to elect dental and vision coverage for themselves and eligible dependents at full cost to the employee.

Company Paid Benefits: The Company will furnish the following at no cost to the employee. Employees are automatically enrolled:

- a. Basic Employee Life insurance in the amount of 1 x Base Annual Earnings.
- b. Basic Employee Accidental Death and Dismemberment (AD&D) insurance in the amount of 1 x Base Annual Earnings.
- c. Business Travel Accident insurance (BTA).
- d. Employee Assistance Program (EAP).
- e. Short-Term Disability insurance at sixty-six and two thirds (66.67%) percent of base pay with a maximum of \$2,000.00 per week.
- f. LTD: The Company shall assume one hundred percent (100%) of the cost of the Long-Term Disability (LTD). Long Term Disability will take effect after the Twenty-six weeks of STD at sixty percent (60%) of the employee base salary, up to a maximum of five thousand dollars (\$5,000.00) per month.

Employee Paid Benefits: An employee may purchase and will pay one hundred percent (100%) of the premiums of the following optional group insurances:

Supplemental Life and Supplemental AD&D Insurance for Employee and Dependents: Evidence of Insurability and approval by the insurance carrier is required prior to purchasing any supplemental life insurance/AD&D and dependent life insurance. Benefit/Age reductions may occur in accordance with the plan document.

Employee Premium Remittance while on Leave

Employees on leave are responsible for paying their portion of the benefit premium cost in full through the Company's monthly direct bill process, excluding 401(k) deferrals and loans. Failure to remit full payment within the time limit will result in termination of employee-paid benefit coverage due to nonpayment.

26.02 Amentum Savings Plan

The Company shall make available to the employees covered by this Agreement a 401k Retirement Plan, subject to the rules of that plan and the applicable regulations as per the Internal Revenue Service. It is further understood that the plan will be funded solely by employee contributions and there will be no Company discretionary or matching contributions to the Plan on behalf of employees covered by this Agreement.

26.03 UNIFORMS

The Company shall provide five (5) uniform shirts to each employee covered by this bargaining agreement. Such shirts will be replaced as necessary with worn shirts being exchanged for new shirts.

26.04 PENSION PLAN

- a. The Company agrees to make payments to the Central Pension Fund of the International Union of Operating Engineers for each employee covered by this Collective Bargaining Agreement as follows:
- b. The Company shall make the following contribution to the above-named pension fund for each hour worked to a maximum of forty (40) hours per week.

9/1/2025	9/1/2026	9/1/2027
\$6.22	\$6.42	\$6.62

- c. Contributions for a new employee are payable from the first day of employment.

- d. Payments to the Fund shall be made by the twentieth (20th) day of the month for which contributions are payable.
- e. If an employee in the bargaining unit is required to be away from work to serve as Union representatives in any official capacity, the employee may be given an authorized absence during said period of time. During said period of absence, the Company shall cease making contributions to the Pension Fund on behalf of the employee. Such leave shall not exceed one (1) year.

26.05 IUOE NATIONAL TRAINING FUND

The Company agrees to make contributions in the amount of five cents an hour (\$0.05/hr.) to a maximum of 40 hours worked per week for each of its actively employed Operators to the IUOE National Training Fund.

ARTICLE 27 - SICK LEAVE

27.01 Sick leave is provided by the Company for wage continuation in the event that an employee is, through illness, unable to perform their work. This provision shall apply to absences due to illness or recuperation from non-industrial injuries. Workers' Compensation covered illness and/or injuries are excluded from this coverage. Pay compensations provided herein are intended only to provide wage continuation within the described limits provided during such absences and are not intended to be used for the purpose of lump sum payment in lieu of wage continuation.

27.02 Employees will accrue sick leave at the rate of 1.85 hours for each week on the active payroll. Sick leave accrual for any one employee shall not exceed nine hundred (900) hours.

27.03 A claim for sick pay must be made by the employee to their Supervisor. The employee must supply, if requested, a statement from a doctor verifying that an absence was due to illness of the employee. Statements from a doctor will not normally be required for absences of three workdays or less. The Company shall have the right to require appropriate proof of illness or injury, as it deems necessary. When such statements will be required for said short absences by an employee, the employee shall be so notified in advance and in writing. Any employee placed on a letter of restriction for absence(s) shall not be paid for the first workday of absence unless the illness or accident requires hospitalization of the employee. Payments of sick leave under the Article shall be computed at the straight time hourly rate the employee would have received on the day or days of absence. The employee may elect to use accrued sick leave at the rate of one-half per day.

27.04 If an employee is laid off in a reduction of force expected to last ninety (90) days or more, quits or retires, the Company shall agree to payout 1/2 (50%) total accrued sick leave (up to a maximum of 450 hours). Should the reduction in force result from work going to a Successor Contractor, the employee shall be paid 1/2 (50%) of their accrued sick leave (up to a maximum of 450 hours) by the current contractor in accordance with the contract closeout cost payout.

27.05 Any employee covered under this bargaining agreement may give unused paid sick, leave hours from their sick pay account on the following terms.

- The employee donating sick leave from their pay account must have at least one hundred (100) hours of unused sick pay in their sick pay account at the time of the donation.
- No employee may donate more than 40 sick pay hours per year to other employees.
- The employee that will receive the donation must have had a minimum of one hundred (100) hours of unused sick pay in their account when the employee began to deplete their account. The depletion of the employee's account must have been in a continuous duration without return to work. Time lost that is due to a major debilitating disease or accident which allowed the employee to return to work for short periods of time may be exempt from the continuous duration requirement at the Company's option.
- The donation of paid sick leave will not take place until the receiving employee has exhausted all paid sick leave and all vacation in their sick pay and vacation accounts.
- Donated paid sick leave must be liquidated in full workday increments. The one half per day provision in this article (28.4) will not apply to donated paid sick leave.
- The Company will select which donor employee's sick leave will be used first when there are multiple donors.

ARTICLE 28 - VACATION

28.01 Employees will accrue vacation as follows:

0 – 4 years – 1.54 hours weekly to a maximum of 80 hours.
5 – 12 years – 2.31 hours weekly to a maximum of 120 hours.
13 – 24 years – 3.08 hours weekly to a maximum of 160 hours.
25 years or more – 3.85 hours weekly to a maximum of 200 hours.

28.02 If an employee resigns or is laid off because of a reduction or force or is on a ninety (90) day or more leave of absence, they shall be paid for any unused accrued vacation.

28.03 Employees accrue vacation time during the period they are on pay status, including sick or military leave.

28.04 The pay for each week of vacation shall be at the employee's regular hourly rate of pay at the time the vacation is taken.

28.05 Vacation for which an employee is eligible as of any December 1st shall be taken prior to the following December 31st. However, employees may carry over a maximum of their annual accrual, plus 42 hours.

28.06 The Company shall post a vacation schedule on the bulletin board on November 1st of each year; the schedule will remain posted through December 31st of each year.

- Employees shall schedule vacation on the vacation schedule prior to the start of the following year.
- All accrued vacations, except for one week, shall be scheduled by seniority and by shift. Employees having the greatest seniority will be given first choice in requesting the time of vacation.
- If more employees request a vacation date than can be permitted off at one time, the senior employee's choice will be given preference except for the second week of a split vacation.
- If an employee desires to reschedule their vacation, such an employee may not exercise their seniority right with respect to any other employee who has already designated their vacation preference.
- If an employee is moved from one shift to another at the request of the Company, he/she will be allowed to carry their vacation assignment, or they may pick their vacation from the open periods on the shift to which they have been moved.

28.07 Vacations must be taken in weekly time periods.

- Scheduled vacations shall be taken as a block of 3 or 4 consecutive workdays for 12-hour shift schedule and 5 days for 8-hour schedule.
- More than one Operator at a time may schedule vacation for a given period with Management approval.
- Vacations may be extended one workday for each observed holiday falling within the vacation period, at the option of the employee.
- Relief Operators, if qualified, will be normally used to replace employees on vacation.

28.08 Unscheduled Vacation (Bank Days): Any number of Bank Days which shall not exceed forty (40) hours, may be taken on consecutive days, as long as approved by Management, and there is no interference with scheduled vacations. Bank Days may be taken in eleven and a half (11½) hour increments for rotating shift schedules and eight (8) hour increments for eight (8) hour shift schedules. Any number of bank days may be taken in a row as long as there is no interference with scheduled vacations.

- Vacation requests for bank days may not be made prior to sixty (60) days from the requested vacation dates. If more than one request is made for bank days within the allowed sixty (60) day period by Operators on the same shift, the Operator who turned in the request first will have their request considered first in accordance with other provisions of this Article. The time stamp will be the date and time of the emailed request.
- Vacation requests for bank days may be made fifteen (15) days prior to the requested vacation, provided no employee on that shift is on vacation.
- It will be permissible for one (1) person per shift to take one (1) or more bank vacation days. A second person may also take a vacation bank day(s) if overtime is not required

except in the case of personal emergency. In the event of a personal emergency, the employee must document the emergency upon return to work.

28.09 The Parties agree that jobs must be filled by qualified employees during critical periods. During those critical periods, scheduled vacation may be suspended. Any employee, whose scheduled vacation is suspended, may request new vacation dates of the employee's choice.

ARTICLE 29 - UNION SECURITY

29.01 Membership in the Union is not compulsory.

29.02 Upon receipt of a signed authorization, properly executed by a bargaining unit employee covered by this Agreement, the Company agrees to deduct from such employee's pay any Union initiation fee and/or Union dues, owed by such employee to the Union, during the period specified in said authorization. Said deduction and/or deductions shall be forwarded by the Company to the Financial Secretary of the Union on or before the twentieth (20th) day of the month following the pay period in which said deduction and/or deductions are made.

29.03 The Company will not be responsible for any initiation fees and/or Union dues which are not collected or deducted due to any error of the Union, or due to the fact that an employee does not have sufficient compensation in the pay period in which a deduction is to be made to cover such deduction after all other proper payroll deductions are made, or due to the fact that an employee's name for any reason has been removed from the Company's payroll.

29.04 The Union agrees to indemnify the Company against any and all claims or liability arising out of any improper payroll deductions made by the Company pursuant to this Article. This authorization is made pursuant to the provisions of Section 302 of the Labor Management Relations Act of 1947.

29.05 For the purpose of implementing the payroll deductions described in this Article, the Parties agree that check-off authorizations shall be on a form as provided/approved by the Union.

ARTICLE 30 - ELECTION DAY REGULATIONS

30.01 An employee shall be entitled to reasonable time off, without loss of pay, to vote in State and Federal elections if they do not have sufficient time to vote outside working hours.

30.02 An employee shall request such time off in advance of the Election Day by presenting their voter registration certificates to their Supervisor. Should an employee be notified on Election Day, or after they have completed their last regular shift, to work overtime on Election

Day, which would prevent their voting, the employee shall make such request at the time the employee is scheduled for overtime.

30.03 No employee eligible to work overtime shall be bypassed for reason that they desire to vote. The Company shall determine what time of day, during regular shift or overtime hours, the employee will be excused to go vote and return.

ARTICLE 31 - CHIEF OPERATORS

31.01 It shall be the duty of the Chief Operators to pass on to the Operators in their group the work instructions received from members of Supervision. Chief Operators shall assist their Operators as necessary. It is agreed that a Chief Operator may be assigned Operator duties, including during critical periods. They shall see that the work of their group is of workmanlike quality and that the work progresses at a satisfactory rate and in a safe manner.

31.02 It is understood that the Operations Call Center (“OCC”) Operators/Dispatcher may refer messages to Operators or request Operators to perform tasks when the Chief Operator is not available. The OCC Operator/ Dispatcher, or a Supervisor, who has requested an Operator to perform a task during the absence of the Chief Operator, shall advise the Chief Operator of this action as soon as the Chief Operator is available.

31.03 TRAINING CHIEF OPERATORS.

- The duties of the Training Chief Operators are to train and assist in the certification of Chief Operators and Operators in all phases of Operator's work. Training Chiefs in this classification will become fully qualified in the operation of the mission control power plant (Bldg. 48) systems, applicable mission control (Bldg. 30) systems, and other Johnson Space Center facilities and utility systems. During mission support they will, as directed, perform as Chief Operators in the mission control power plant. During non-mission support periods they will train and familiarize Operator personnel in the proper procedures and operations of equipment required to effectively perform all Operator's assignments within the operations unit. Training may include actual events such as starting diesel engines on weather support. Training Chief Operators will also be familiar with operation manuals, training aids and any other materials and information necessary for maintaining a well-trained force.
- Training Chief Operators will normally be assigned to straight day (6:00 a.m. to 2:30 p.m. with a 30-minute unpaid meal period) shift. However, during mission support they may be required to change shifts to provide twenty-four-hour mission coverage. Twenty-four-hour coverage will not necessarily require rotation, if the number of Training

Chief's and other certified Operators is sufficient to establish the necessary coverage. All such coverage requirements will be established on the mission manning schedule.

- The forty-eight (48) hour notice rule will not apply when Training Chief Operators are changing from one non-rotating shift to another to meet training commitments or to and from rotating shifts for mission support.
- Training Chief Operators will be selected by a review board based upon the applicant's qualifications and ability. The review board will consist of one (1) senior management person from operations and one (1) senior management person from Human Resources. The Union may have up to two (2) observers on the Board. The Company, in its sole discretion, shall award the Training Chief Operator position regardless of seniority.
- Distribution of overtime for Training Chief Operators will be consistent with this agreement. The Training Chiefs Operators will be considered for overtime in any group for which they are qualified.

31.04 When an Operator relieves a Chief Operator they shall be paid Chief Operator rate of pay for all such hours worked.

31.05 When a Chief Operator relieves an Operator, they shall be paid Chief Operator rate of pay for all hours worked. They shall be classified as an Operator and shall perform all duties assigned by the on-duty Chief Operator.

31.06 Operators will not be permitted to relieve Chief Operators in locations where they have not fully qualified and have not performed as a regularly assigned Operator within the previous twelve (12) months. Relief Operator's assignments will not qualify an Operator in any location as a Chief Operator. This paragraph will not prevent a Relief Operator from being upgraded to a Chief Field Operator, Roving Operator or building 48 Chief Operator.

31.07 Effective September 1, 2025, the parties will meet monthly to establish a training program and revise qualifications for the purposes of cross-training Operators. The training program will be implemented within six (6) months. Upon completion, the parties will agree to execute a Memorandum of Agreement (MOA) to adjust the qualifications and requirements within this and any associated articles in this Agreement. Following implementation, the monthly meetings may be continued for continuous improvement.

ARTICLE 32 - DURATION

This Agreement shall be effective and shall continue in full force and effect through midnight, the 31st day of August 2028 and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the Agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the Agreement.

FOR: Amentum Services, Inc.

Greg LeStourgeon

Greg LeStourgeon (Aug 28, 2025 10:19:36 CDT)

D.G. "Greg" LeStourgeon
Program Director

Bruce E. Goodman

Bruce E. Goodman (Aug 28, 2025 10:40:27 EDT)

Bruce E. Goodman
Labor Relations Principal Advisor

Jayson Ricca

Jayson Ricca (Aug 28, 2025 10:31:26 CDT)

Jayson Ricca
Sr. Operations Manager

Janis Roderman

Janis Roderman (Aug 28, 2025 10:33:27 CDT)

Janis Roderman
Sr. HR & Labor Relations Manager

FOR: International Union of Operating Engineers, Local 564



Lewis Crawford
Business Agent

Raymond Nelms

Raymond Nelms (Aug 29, 2025 10:20:26 CDT)

Raymond Nelms
Shop Steward

Edward Sanchez

Edward Sanchez (Sep 3, 2025 12:26:46 CDT)

Edward Sanchez
Local 564

Brad Barber

Brad Barber (Aug 29, 2025 18:20:53 CDT)

Brad Barber
Local 564

APPENDIX A – WAGES

Job Category	Wage Rate as of 09/01/2025	5.50%			4.50%			4%		
		9/1/2025 Hourly Rate	Premium	09/01/2025 Wages+Premium	9/1/2026 Hourly Rate	Premium	09/01/2026 Wages+Premium	9/1/2027 Hourly Rate	Premium	09/01/2027 Wages+Premium
Operator	\$ 42.38	\$ 44.71		\$ 44.71	\$ 46.72		\$ 46.72	\$ 48.59		\$ 48.59
Chief Operator	\$ 42.38	\$ 44.71	\$ 2.25	\$ 46.96	\$ 46.72	2.25	\$ 48.97	\$ 48.59	2.25	\$ 50.84
Lab Technician	\$ 42.38	\$ 44.71	\$ 2.25	\$ 46.96	\$ 46.72	2.25	\$ 48.97	\$ 48.59	2.25	\$ 50.84
OCC Operator	\$ 42.38	\$ 44.71	\$ 2.25	\$ 46.96	\$ 46.72	2.25	\$ 48.97	\$ 48.59	2.25	\$ 50.84
Training Chief	\$ 42.38	\$ 44.71	\$ 2.25	\$ 46.96	\$ 46.72	2.25	\$ 48.97	\$ 48.59	2.25	\$ 50.84

All increases will take effect the first full pay period following September 1 of each year.

DIFFERENTIALS

Day Work	None
Afternoon Shift	\$1.00 (OCC only)
Night Shift	\$2.00 (Rotating Shift only)
Mid-Shift	\$1.25

PREMIUMS

Chief Operators, Operations Call Center Operators and Lab Technicians receive \$2.25 over Operator Rate

Employees performing approved training duties will receive \$5.40 for all hours worked performing the training.

Training Chiefs will receive the premium on all hours worked except overtime.

APPENDIX B - ROTATING SCHEDULE

		Shift A	Shift B	Shift C	Shift D
I	Monday	Day	Off	Mid	Off
	Tuesday	Day	Mid	Off	Off
	Wednesday	Day	Mid	Off	Off
	Thursday	Day	Mid	Off	Off
	Friday	Off	Off	Day	Mid
	Saturday	Off	Off	Day	Mid
	Sunday	Off	Off	Day	Mid
II	Monday	Off	Day	Off	Mid
	Tuesday	Off	Day	Mid	Off
	Wednesday	Off	Day	Mid	Off
	Thursday	Off	Day	Mid	Off
	Friday	Mid	Off	Off	Day
	Saturday	Mid	Off	Off	Day
	Sunday	Mid	Off	Off	Day
III	Monday	Mid	Off	Day	Off
	Tuesday	Off	Off	Day	Mid
	Wednesday	Off	Off	Day	Mid
	Thursday	Off	Off	Day	Mid
	Friday	Day	Mid	Off	Off
	Saturday	Day	Mid	Off	Off
	Sunday	Day	Mid	Off	Off
IV	Monday	Off	Mid	Off	Day
	Tuesday	Mid	Off	Off	Day
	Wednesday	Mid	Off	Off	Day
	Thursday	Mid	Off	Off	Day
	Friday	Off	Day	Mid	Off
	Saturday	Off	Day	Mid	Off
	Sunday	Off	Day	Mid	Off

