
AGREEMENT

BETWEEN

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

District Lodges 75 & 166 and
Local Lodges 44, 610 & 2786

AEROSPACE



Jobs - Security - Prosperity

And

United Launch Alliance

Manufacturing Operations, Decatur, AL
and

Launch Operations

Cape Canaveral Air-Space Force Station, FL and
Vandenberg Air-Space Force Base, CA



May ~~7, 2018~~2, 2022 – May 1, ~~2022~~2025

ARTICLE 1

PREAMBLE

This Agreement made and entered into on ~~May 7, 2018~~ **May 2, 2022** and between United Launch Alliance, Launch Operations at Kennedy Space Center and Cape Canaveral ~~Air~~ Space Force Station, Florida (hereinafter referred to as ~~CCAFS~~ CCSFS), Vandenberg ~~Air~~ Space Force Base, California (hereinafter referred to as ~~VAFB~~ VSFB) and Manufacturing Operations, Decatur, Alabama (hereinafter referred to as Decatur) collectively hereinafter referred to as the "Company" or "ULA" and The International Association of Machinists and Aerospace Workers AFL-CIO Including Local Lodges 44, 610 and 2786 of District Lodges 75 & 166, collectively hereinafter referred to as the "Union."

ARTICLE 2 RECOGNITION

2.01 Employees Represented

A. The Company recognizes the Union as the exclusive representative for purposes of collective bargaining of the employees in the job classifications set forth in Appendix "A" of this Agreement, employed by United Launch Alliance, Launch Operations at CCAFS CCSFS; ~~VAFB VSFB~~; and such other Company locations as may hereafter be added to the foregoing by mutual agreement of the parties hereto.

2.04 Master Agreement

Both parties to this Agreement intend that the terms of this Agreement shall be applied and interpreted consistently across the Bargaining Unit at CCAFS CCSFS, ~~VAFB VSFB~~ and Decatur, unless specifically called out in this Agreement. Any disagreement regarding the applicability of the terms of this Agreement or a grievance resolution to another geographical location shall be resolved by the Union's Business Representative and Company's ER/LR Leader.

3.02 Union Representatives

A. Upon request of the Union, one (1) Committee Chairperson will be appointed for each site ~~— CCAF~~ CCAFS CCSFS, ~~VAFB VSFB~~ and Decatur (a total of 3). The Union may appoint a Business Representative Designee to function in Step Three of the Grievance Procedure when the Union Business Representative who normally participates is not available. The Union shall notify the Company in writing of the selection of Committee Chairpersons and Business Representative Designees and of any subsequent changes in such assignments.

5.05 Transfers

- A. The seniority of an individual transferring into the bargaining unit will be determined by the following provision:
- (1) Employees having no previous seniority accumulation within the bargaining unit shall have as their seniority date the effective date of transfer into the bargaining unit.
- B. The seniority of an individual transferring within the bargaining unit shall be determined by the following:
- (1) An employee currently in the bargaining unit, who voluntarily transfers between ~~CCAFS- CCSFS~~ or ~~VAFB- VSFB~~ into a posted opening in the bargaining unit, will retain their original seniority date in the new geographic location. Seniority rights to the previous geographic location will be lost after 30 working days. Voluntary transfer requests will be honored in seniority order.
 - (2) Employees transferring between Decatur and either ~~CCAFS- CCSFS~~ or ~~VAFB VSFB~~ will begin accumulation of seniority upon the effective date of transfer.
- C. By definition "bargaining unit" will include all locations/lodges identified in Article 1 Preamble.

5.07 Promotions/Vacancies

- A. When an opportunity for promotion to a higher classification or pay grade arises within the bargaining unit covered by this Agreement, the most qualified, interested senior employee (except probationary employees) will be promoted from the bargaining unit before ~~any new employee or employees are hired~~ hiring externally to fill such position provided such employee is available on the Company's active payroll and has the necessary qualifications. Where the qualifications of two or more qualified employees are substantially equal, the most senior employee will be promoted. A promoted employee shall perform the position for a minimum of twelve (12) months before being considered for another promotion, unless the Company allows a lesser time period. The Company shall immediately announce promotion opportunities to all bargaining unit members at that specific geographical location via an all-employee email and Company web page for a minimum of five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks. Employees shall apply and submit a

formal resume for promotional opportunities and may be asked to interview as part of the selection process.

- B. When a vacant position or need for employee(s) arises within a workgroup, the Company will solicit trained volunteers from within said workgroup first, then post the opening via an all-employee email and Company web page for a minimum of five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks.
- (1) In cases where the Company intends a temporary reassignment (90 days or less):
- (a) The solicitation will be announced in group meetings and employees will have two (2) business days to volunteer.
- (b) The employee may be extended by mutual agreement between the Company and the Union.
- (2) In cases where the Company intends a permanent reassignment due to vacancy, the solicitation will be announced in an all-employee email and employees will have five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks.
- (3) Should the solicitations not produce enough volunteers to fill the vacant position(s), the Company shall direct by inverse seniority.
- (4) The most senior volunteer will be selected for reassignment, unless-except that if the Company determines that there is an operational need based on required certifications in the sending workgroup, to bypass that individual that employee will be made available on loan to support training in the sending workgroup until a backfill can be properly trained, not to exceed three (3) months.
- C. Once every three (3) months, the Company may assess workgroup sizes. If a workgroup is determined to be oversized, the Company will solicit volunteers to move to another workgroup. If there are insufficient volunteers, the Company may move employees by inverse seniority from the oversized workgroup. If workers are moved from a workgroup and the workgroup is increased again, the Company will return the affected workers in seniority order.
- D. A promoted employee enters the new classification on a temporary basis for a period of up to forty-two (42) days worked. If during this period the employee cannot satisfactorily perform the job classification, the employee will be returned to the last classification held, seniority permitting.

- E. Employees selected for promotion shall receive all pay benefits from the day of promotion effective the next available pay period following offer acceptance, irrespective of the actual start date in the new position.
- F. Irrespective of the ~~promotion~~/vacancy procedures set forth above, the Launch Sites may continue to move and utilize personnel consistent with past practice.

5.08 Assignment of Personnel

During critical operations where warehouse personnel are not immediately available to deliver and/or move parts and/or hardware and the delay may impede work progress, any available bargaining unit employee may be assigned to support and perform that task, regardless of job classification. The Company is required to immediately notify the committee chair, designee and/or a Union steward of this reassignment.

5.09 Internal Transfers

Employees interested in a lateral transfer will not be required to provide a resume or formally apply for the position; but may be asked to participate in an informational meeting with management to discuss the role and expectations.

5.0810 Workforce Miscellaneous

- A. An employee who has been downgraded or laid off due to medical limitations and whose medical condition subsequently improves sufficiently to allow them to perform the required work shall be returned to their former job classification. The foregoing will apply provided work is being performed in such job classification and provided further that their seniority entitles them to such placement when compared to the seniority of employees in such job classification. If their seniority is not sufficient to return them to their job classification, they will be granted recall status subject to the provisions of Section 5.11E. Their recall status will commence on the date they would have been subject to surplus action or the date on which their medical condition is sufficiently improved to allow them to perform the required work, whichever occurs first.
- A.B. Employees who are recalled or rehired after an absence of six (6) months or longer will be required to pass a pre-employment physical and drug test before commencing work.

B.C. Definition:

- (1) Surplusing - Refers to an action involving reductions in force within a classification which results in a layoff or reclassification of employees affected.
- (2) Rehired employees are those former employees who do not have recall rights.

5.0911 Employees with Identical Seniority Dates

- A. In Decatur when two or more employees in the classification have the same seniority date, the employee having the lowest last four numbers in their social security number shall be considered having the least seniority for tie-breaking purposes.
- B. At ~~CGAFS-CCSFS~~ and ~~VAFB_VSFB~~, when two or more employees in the classification have the same seniority date, the employee having the most seniority will be by alphabetical order of the last name for tie-breaking purposes.

5.1012 Union Representatives

- A. Business Representative Designees, Committee Chairpersons, Negotiation Committee members, and Stewards will have top seniority on their shift in their classification during the time they officially remain in that capacity and will not be laid off without prior approval of the Union, provided that work is available in their classification.
- B. Employees who, due to a change in Union status, lose super-seniority granted per Section 5.10A, whose seniority in their current classification is less than employees already on layoff status, will be allowed to exercise any regression rights granted by this Article, seniority permitting. If they have no regression rights or their seniority does not allow them regression rights to any previously held jobs, they will be processed to layoff within 15 days and the highest senior employee in their current classification will be recalled.

5.11 Layoff and Recall

F. Employees downgraded on or after the effective date of this Agreement in lieu of layoff or recalled from layoff to a lower classification will be given the opportunity to return, as openings may occur and seniority permitting, to all higher rated classifications the employee has previously held at the geographical location in which the downgrade occurred, for a maximum period of seventy-two (72) consecutive months. If employees in this category should be downgraded to other lower classifications during the above mentioned seventy-two (72) months, they will be given the opportunity, as openings occur (seniority permitting), to return to such higher classifications. No employee will be given, as a result of being laid off, downgraded in lieu of layoff or recalled from layoff to a lower rated classification, more than a total of seventy-two (72) consecutive months recall to any classification. ~~In cases of being laid off, only up to thirty-six (36) months of said seventy-two (72) months will be counted towards vesting and early retirement points under the United Launch Alliance Pension Plan for Hourly Represented Employees provided the employee retains recall rights during said period.~~

ARTICLE 6

GRIEVANCE PROCEDURE

6.03 Time Limits

E. It is the intent of both parties that grievances shall be handled promptly within the time limits specified in each step of the Grievance Procedure. However, time limits may be extended in any step of the Grievance Procedure by written mutual consent.

6.04 Discharges and Reduction in Force

B. Grievances regarding discharge, disciplinary suspension, or layoffs due to reduction in working force shall be initiated in Step Two of the Grievance Procedure and must be filed in writing within ten (10) working days of the disciplinary suspension, discharge or lay-off. Failure on the part of the Union or employee to file such grievance within the time limits specified above shall render the grievance void.

6.05 Grievance Steps

B. Step Two

- (2) Within five (5) working days after the date of supervisor's answer in Step One, one (1) copy of the grievance form shall be presented to the employee's immediate supervisor. The department head (usually the second level supervisor), the ER/LR Specialist, and the Committee Chairperson shall meet within three (3) working days to review the facts submitted on the grievance form. The immediate supervisor and the aggrieved employee may be present for the purpose of presenting pertinent information. If the department head, ER/LR Specialist, and the Committee Chairperson/Senior Steward are able to reach an agreement, it shall be final and binding on both parties. If they are unable to reach an agreement, either party may adjourn the meeting and the grievance shall be considered unresolved.

D. Step Four - Arbitration

- (1) If the grievance is not settled in Step Three, the matter may be referred to arbitration by the Union within ten (10) working days. If recourse is to arbitration, the Union shall notify the Company in writing that it desires the case to be arbitrated.
- (2) ~~Thereupon, an arbitrator shall be selected by mutual agreement of the parties within ten (10) working days after the Union has indicated in writing its desire for arbitration.~~
- (3) ~~In the event the parties are unable to agree on an arbitrator within such period, Within ten (10) working days after the Union has indicated in writing its desire for arbitration, the Union shall ~~immediately~~ request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons from which the Arbitrator shall be chosen.~~
- (43) Upon receipt of the Federal Mediation and Conciliation panel of arbitrators listing, the parties shall meet within ten (10) working days and shall alternately

strike one name from such a list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator. At this meeting, the parties shall set forth in writing the issue to be the subject of arbitration.

(54) After an arbitrator has been selected, a pre-arbitration meeting may be held in an effort to resolve the grievance prior to arbitration. If the parties are unable to settle the grievance and/or general grievance prior to the scheduled arbitration, the grievance shall then be considered by the arbitrator and the decision shall be accepted by both parties and the aggrieved as final and binding.

ARTICLE 7

WAGE RATES

7.03 Job Classifications

~~E. Except as provided in paragraph F below, when an employee is regularly assigned to a job classification assigned to a lower labor grade, the employee may receive no more than the maximum rate for the labor grade to which such lower rated job classification is assigned.~~

7.04 Labor Grade Structure

The Labor Grade Structure ~~in effect upon ratification of this Agreement effective May 21, 2022~~ appears in Appendix B, ~~and includes the incorporation of the previously earned forty-five cents (\$0.45) cost-of-living adjustments into the maximum of the rate ranges effective May 7, 2018.~~

7.05 General Wage Increase and Lump Sum Payments

Upon ratification of this Agreement, and payable in the pay period effective May 21, 2022, employees on the active payroll or on an approved leave of absence will receive a general

wage increase of ~~one and three-quarters~~four percent (~~1.75~~4.0%). The new wage for each employee will be computed as shown below.

Employees on the active payroll or on an approved leave of absence as of the date of contract ratification will be eligible to receive a ~~four (4) year contract ratification~~ bonus payable in a one-time lump sum of ~~\$3,000~~\$6,000, contingent on the negotiation committee's recommendation of the contract, payable within ninety (90) days after ratification.

A. Method for First Year's Rate Adjustments

~~Fold present COLA into all classification rate range maximums and into each employee's base rate prior to applying the one and three-quarters percent (1.75%) general wage increase.~~ The rate range minimums and maximums will be increased by ~~one and three-quarters percent~~ four (~~1.75~~4.00%) ~~on the same date.~~

All employees who are below the new classification maximums will be able to progress to the new maximum rates for the respective classifications.

B. Additional Base Rate Increases

(1) Second Year Rate Increases

Effective Saturday May ~~4, 2019~~6, 2023, employees on the active payroll or on an approved leave of absence will receive a ~~two-three and one-half~~ percent (~~23.5~~23.5%) general wage increase applied to their base rate. The rate range minimums and maximums will be increased by ~~two-three and one-half~~ percent (~~23.5~~23.5%) on the same date.

(2) Third Year Rate Increases

Effective Saturday May ~~2, 2020~~4, 2024, employees on the active payroll or on an approved leave of absence will receive a ~~two and one-half~~three percent (~~2.5~~3.0%) general wage increase applied to their base rate. The rate range minimums and maximums will be increased by ~~two and one-half~~three percent (~~2.5~~3.0%) on the same date.

(3) ~~Fourth Year Rate Increases~~

~~Effective Saturday May 1, 2021, employees on the active payroll or on an approved leave of absence will receive a three percent (3%) general wage increase applied~~

~~to their base rate. The rate range maximums will be increased by three percent (3%) on the same date.~~

7.06 Progression within Rate Ranges

A. Employees in all job classifications will receive automatic wage increases of twenty-five cents (\$.25) per hour each twelve (12) weeks after their assignment to such job classification, until the maximum of the rate range is attained. If an automatic increase will bring an employee's base rate within four (\$.04) cents of the maximum of the employee's rate range, such amount, one (\$.01) cent, two (\$.02) cents, three (\$.03) cents or four (\$.04) cents, will be added to the employee's last automatic increase. The Company, at its sole discretion, may grant merit increases in addition to the rate progression specified above.

In addition to the \$.25 automatic wage increase per quarter, for the first year of the contract, employees will receive, with each automatic wage increase, an additional \$.05 per hour market increase, which will be added to their base rate and coincide with timing of the automatic wage increase, to total \$0.30

7.07 Cost of Living Supplements

On or before October 31, ~~2018~~2022, a supplemental Cost-of-Living payment in the amount of ~~twelve hundred four thousand~~ dollars (~~\$1,200,004,000~~) will be paid to each employee on the active payroll or on approved leave of absence on October ~~13, 2018~~15, 2022, who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

On or before October 31, ~~2019~~2023, a supplemental Cost-of-Living payment in the amount of ~~twelve fourteen~~ hundred dollars (~~\$1,200,001,400~~) will be paid to each employee on the active payroll or on approved leave of absence on October ~~12, 2019,~~15, 2023, who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

On or before October 31, ~~2020~~2024, a supplemental Cost-of-Living payment in the amount of ~~twelve fourteen~~ hundred dollars (~~\$1,200,001,400~~) will be paid to each employee on the active payroll or on approved leave of absence on October ~~17, 2020,~~12,

~~2024~~, who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

~~On or before October 31, 2021, a supplemental Cost-of-Living payment in the amount of twelve hundred dollars (\$1,200.00) will be paid to each employee on the active payroll or on approved leave of absence on October 17, 2021, who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.~~

7.08 Group Leader Bonus

The Company shall have the right to assign an employee as a Group Leader per Section 17.10.

An employee assigned in writing by the Company as a group lead shall be paid a premium of \$1.00 per hour over the maximum base rate of the highest paid employee of any employee of the group lead. The hourly adjustment additive will only be paid so long as they are actually leading the work group. The ~~premium~~ hourly adjustment shall be removed any time the Group Leader is on any leave of absence or ceases leading the work group.

7.11 SCAPE / SCBA / Level A, B, or C Hazmat Suits

Premium will be ~~\$20.00~~ \$50.00 per day when suited up. Also applies to Decatur acid-loading process and working with Hexavalent Chromium.

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.02 Definitions

A. Workday

(3) A split shift occurs when an employee works part of one day (less than eight hours), is sent home, and then returns after a 10-hour break to work additional hours.

Employees will be selected by the overtime wheel. If an employee returns to work prior to midnight, all hours worked will be counted in the same workday.

C. ~~Non-Standard Workweek~~

~~The Company and the Union agree to the following use of a non-standard workweek:~~

~~(1) The use of a non-standard workweek will be limited to forty-five (45) working days before, and including, launch. Launch rescheduling may result in extensions beyond forty-five (45) days.~~

~~When employees are assigned to work with Engineering, the Customer and Satellite Contractors in support of spacecraft unique events which normally occur off base, employees may be designated to work a non-standard schedule outside the forty-five (45) day period.~~

~~(2) A non-standard workweek may be assigned to employees needed to support major events supporting launch and the launch itself. Logical work groups in support of a major event or test may be assigned to a non-standard workweek.~~

~~Normally, affected employees will be notified as early as possible, but no later than, the end of the last day of the employee's current shift. In the event of a rescheduled major event, notice will be given as early as possible, but no later than noon of the shift prior to the start of the employee's new shift.~~

~~(3) The non-standard workweek will consist of seven (7) consecutive days commencing at the beginning of the first of five (5) consecutive days other than Monday. The non-standard workweek may apply to all shifts.~~

~~(4) Employees assigned to a non-standard workweek will receive a premium of one dollar (\$1.00) per hour for all hours worked. The non-standard premium will be in addition to the shift premium.~~

~~(5) For the purposes of the non-standard workweek, reverting from a non-standard workweek to a standard workweek or converting from a standard workweek to a non-standard workweek, all provisions of Article 8.02E(4) and 8.02H will apply except the sixth (6th) day is substituted for Saturday and the seventh (7th) day is substituted for Sunday.~~

~~(6) Holiday Pay: Pay for eight (8) hours at the working rate plus shift and non-standard workweek premium, if any, shall be paid to eligible employees for each of the~~

Holidays listed in Article 10 regardless of the day of the week upon which the Holiday falls.

~~(7) This Section 8.02C will not be used for any other purpose other than those listed in 8.02C(2) of this Agreement and is not applicable to personnel not needed to support events listed in 8.02C(2).~~

DC. Schedule of Work (Cape Canaveral & Vandenberg)

Schedule of Work (Decatur: 4 x 10 Schedule)

- (1) Four (4) Day Standard Schedule of Work: A four-day schedule of work for employees assigned shall consist of forty (40) hours, equaling four (4) ten (10) hour shifts, Monday through Thursday. The ten (10) hours shall generally be worked within eleven (11) consecutive hours. The Standard schedule is on first shift, and third shift will be staffed as deemed necessary by management. Even though employees working third shift may be assigned to start their shift before Midnight, they shall charge all hours worked during the shift to the day their shift ends.
- (2) Five (5) Day Operations: Should the Company determine the need for 5-day operations, a 4 x 10 schedule of Tuesday – Friday will be added to the Standard schedule and staffed.
- (3) Seven (7) Day Operations: Should the Company determine the need for 7-day operations in any work group, the Company may add the 3x12 weekend schedule of Friday – Sunday to the Standard schedule.
- (4) Six-day Operations: In the event the Company wants to introduce six-day operations, the Company will meet with the Union to discuss the business needs and schedule options. If the parties come to a mutual agreement, the schedule will be implemented.
- (5) The non-standard schedules listed above may be implemented in specific work areas of the factory and not across the entire factory. The need for non-standard schedules, third shifts, duration, and number of employees needed on the schedules are at the sole discretion of management. The 5 or 7 day operational schedules may be implemented with a minimum of 30 days' notice.

(6) Management may give employees a day off, including weekends, in advance of the fifteenth (15th) day, as required to support critical schedules. The employee directed off shall be paid straight time or premium time, as applicable. Employees not allowed to work their regular scheduled shift due to the fourteen (14) consecutive day Decatur Extended Duration Work Period limitation will be compensated ten (10) hours of straight time pay at their current rate.

(7) When management determines a need to change the work schedule within a work group, assignments will be staffed by the most senior volunteers within that work group. If an insufficient number of volunteers is obtained, management may direct employees to the new work schedule, by inverse seniority within that work group. New hires may also be hired into a specific work schedule and/or shift.

(8) The Company will transition Decatur to the new Standard 4x10 schedule no later than September 17, 2022.

E. Shift Schedules and Overtime

(Cape Canaveral & Vandenberg)

(1) An employee's regular shift shall be defined as the shift to which an employee is assigned (first, second or third). The assignment to regular shift on Monday (Sunday night for 3rd shift) establishes the employee's shift for their scheduled workweek. The shift assignment, however, shall not be construed so as to restrict the right of management to require or direct an employee to report to work other than at the normal starting time of the shift, provided such employee is compensated in accordance with the provisions of paragraph E(4) below.

(2) The normal starting times of shifts are:

1st shift - 05:00 a.m. through 08:00 a.m.

2nd shift - 02:30 p.m. through 05:30 p.m.

3rd shift - 10:00 p.m. through 02:00 a.m. the following workday.

(Decatur)

(1) An employee's regular shift shall be defined as the shift to which an employee is assigned (first or third). The assignment to regular shift on Monday (Sunday night for 3rd shift) establishes the employee's shift for their scheduled workweek. The shift assignment, however, shall not be construed so as to restrict the right of management to require or direct an employee to report to work other than at the normal starting time of the shift, provided such employee is compensated in accordance with the provisions of paragraph E(4) below.

(2) The normal starting times of shifts are:

1st shift - 05:00 a.m. through 08:00 a.m.

3rd shift - 6:00 p.m. through 10:00 p.m.

Applicable to all sites and shifts:

The above schedules ~~is~~ are indicative of normal starting times only and the Company may change start times throughout the workweek as long as the start time does not go outside the normal starting time stated in E(2) and paragraph E(4) does not apply. In addition, the above start times shall not be construed to restrict the right of the Company to establish starting times other than those specified above when necessary due to operational requirements.

A modified start is intended to change an employee's work shift to a different start/end time on the same shift. Modified starts do not change the duration of one's shift and are assigned by management as needed. Employees will be notified of a modified start time no later than twelve (12) hours prior to the start of the employee's next shift. An employee who is assigned to a shift which starts outside of the normal starting times or who does not receive the twelve (12) hours' notice defined above shall be compensated in accordance with the provisions of paragraph E(4) below.

(3)(a) Any change in an employee's regular shift shall become effective at the beginning of a workweek, provided the employee has been contacted by the Company personally or by text (with employee confirmation) or telephone (including leaving a voice mail message) and notified of such change in the event of a rescheduled major operation no later than twelve (12) noon on Sunday prior to the start of the employee's new shift on Monday.

(b) For other shift changes, notification will be made by personal contact or by text (with employee confirmation) or telephone (including leaving a voice mail message), in writing or via email with employee acknowledgement prior to the end of the employee's shift on Friday. In the event, however, a change in a regular shift assignment is required as a result of acts of God, fire, flood, power failure, threat, or explosion, the provisions of paragraph E(4) shall not apply.

(4) All hours worked outside the employee's regular shift (considered an "off shift opportunity") shall be compensated at time and one-half the employee's working rate of pay for work performed up to and including eleven (11) hours in a workday, provided the employee works all available hours until the completion of their regular shift. The overtime wheel(s) will be used for off-shift opportunities. If work is available and the employee elects to leave prior to the completion of their regular shift, they will only be paid time and one-half the working rate for hours in excess of eight (8). All hours worked outside an employee's regular shift when combined with the straight time hours worked during the employee's regular shift exceeding eleven (11) hours in a workday shall be paid at double time the employee's working rate of pay.

H. Overtime-Pay Rates:

(1) **Time and One-Half Pay:** Time and one-half (i.e., one and one-half times the employee's working rate) shall be paid in each of the following instances:

(a) All time worked in excess of eight (8) hours in a workday, up to and including eleven (11) hours, by first (1st), second (2nd) and third (3rd) shift for employees working a 5x8 workweek.

(b) All time worked during the first eight (8) hours on Saturday by first (1st) and second (2nd) shift employees working a 5x8 workweek who started their shift on Saturday.

(c) All time worked during the first eight (8) hours on Friday night / Saturday morning by third (3rd) shift employees working a 5x8 workweek.

(d) Standard and 5-day operations (4x10s): All time worked in excess of ten (10) hours up to and including twelve (12) hours.

(e) Standard and 5-day operations (4x10s): All time worked on the 5th day

(f) 3x12 work schedule: All hours worked on the 4th day or 5th day on first (1st) shift, and all hours worked on 4th night/morning or 5th day night/morning on 3rd shift.

(2) **Double Time Pay:** Double time (i.e., two times the employee's working rate) shall be paid in each of the following instances:

(a) All time worked in excess of eleven (11) hours in a workday ~~by first (1st), second (2nd), and third (3rd) shift~~ for employees working a 5x8 workweek.

(b) All time worked in excess of eight (8) hours on Saturday by first (1st) and second (2nd) shift employees working a 5x8 workweek.

(c) All time worked on Saturday night / Sunday morning by third (3rd) shift employees working a 5x8 workweek.

(d) All time worked in excess of eight (8) hours on Friday night/Saturday Morning by third (3rd) shift employees working a 5x8 workweek.

(e) All time worked on Sunday by first (1st) and second (2nd) shift employees working a 5x8 workweek who started their shift on Sunday.

(f) Standard and 5-day operations (4x10s): All time worked over twelve (12) hours in a shift – 1st and 3rd shifts.

(g) Standard and 5-day operations (4x10s): All time worked on the shifts 6th and 7th day for 1st shift and all time worked on the shifts 6th and 7th day night/morning for 3rd shift.

(h) 3x12 operations: All hours worked over twelve (12) hours in a shift.

(i) 3x12 operations: All time worked on the shifts 6th and 7th day for 1st shift and 6th and 7th night/morning shift for 3rd shift.

(fj) All time worked on Holidays provided for in Article 10 by employees who started their shift on the Holiday, except for when third shift's pre-midnight start time happens to fall on a Holiday.

(gk) On a weekend immediately following three (3) consecutive weekends worked by the employee where the employee completed all assigned overtime hours as scheduled. A weekend consists of work on Saturday or Sunday. The

three consecutive weekend language pertains to 5x8 and 4x10 schedules only and does not apply to 3x12 work schedules.

(h) All hours worked by DART team members during hurricane / emergency call back, Response Teams while regular operations are suspended, or Ride-Out Crew during HURCON 1 conditions.

B. Report Time:

(e) The employee has not been authorized by ULA Medical to return to work following an illness or related absence.

8.05 Shift Premium

Hourly paid employees assigned to the second (2nd) shift shall receive, in addition to their regular base rate, a premium of ~~seventy-five cents~~ one dollar (\$~~.75~~1.00) per hour.

Employees assigned to the third (3rd) shift shall receive, in addition to their regular base rate, a premium of one dollar and ~~fifty-seventy-five~~ cents (\$~~1.50~~1.75) per hour.

Employee assigned to the 3x12 schedule shall receive, in addition to their regular base rate, and in addition to any applicable premiums, a 3x12 premium of two dollars (\$2.00) per hour.

Employees assigned to the 3x12 schedule will receive forty (40) hours pay for thirty-six (36) hours of work at their regular base rate of pay with applicable premiums.

8.06 Jury Duty Pay

~~A. **Jury Duty:** Employees shall report leave for Jury Duty using the Absence Reporting Tool (ART) or an alternative method specified by the Company. Employees who are unable to work their regularly scheduled shift because of jury duty or as being a witness subpoenaed by the court in which the employee is not a party, directly or indirectly, or as a member of a class, nor is the employee subpoenaed to testify against the Company or Union, shall receive their regular day's pay at their hourly straight-time rate. The employee must give at least forty-eight (48) hours' notice to their supervisor. Payment is limited to a maximum of forty (40) hours in any one (1) workweek. To be eligible for payment, the employee must submit written documentation from the appropriate public official listing the dates served. When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons or when an employee has been legally~~

~~subpoenaed as a witness in a case in a court of law to which the employee is not a party directly or indirectly or as a member of a class, the employee shall be granted pay for those hours for which the employee is for such reason absent from work during the employee's regular eight (8) hour day or regular five (5) day workweek, less the fee or other compensation entitlement with respect to such jury duty or subpoenaed witness duty. However, if an employee is subpoenaed to testify against the Company or the Union, the employee will not be eligible for such pay. Pay for such work time lost shall in no event exceed, for any one employee, a total of thirty (30) regular eight (8) hour workdays in any one calendar year, less the fee or other compensation paid with respect to such jury duty. Any portion of a day wherein an employee serves on jury duty will be considered a full day for purposes of computing the thirty (30) days referred to in this Article. Pay for such work time lost shall be computed at the employee's regular working rate of pay at the time of such absence excluding any overtime, shift premium or any other premium. In no case will payment be made for jury duty performed on the days other than the employee's regularly scheduled work days or for hours in excess of the employee's regular eight (8) hour workday. Should an employee, upon return to the employee's job following jury duty, work past the employee's normal quitting time, the employee will be compensated at the overtime rate as defined in Article 8.02E(4).~~

~~Employees called for jury service are expected to inform the court of the thirty (30) workday limitation on jury duty pay. In the event such notice is given and the employee is required to serve beyond thirty (30) regular eight (8) hour workdays, the employee is to immediately notify their site ER/LR Specialist.~~

~~Upon mutual Agreement between the Company and the Union, exceptions to the exclusions for subpoenaed witness pay may be made in cases of employees subpoenaed by the District Attorney to testify for the prosecution in criminal cases.~~

~~(1) **First Shift:** Employees who report for jury duty during the morning will not be required to report for work on that morning. However, if they are excused from jury service prior to the beginning of the last three and one-half (3-1/2) hours of their normally scheduled shift on a day they serve, they will be required to report to work as soon as feasibly possible, or within two (2) hours from the time they are excused from jury service on a given day of service. If they do not return to work when excused before the last three and one-half (3-1/2) hours of their normally scheduled shift, they will be paid only the difference in working rate and jury duty~~

pay for those hours from the beginning of their regular shift to the time they are excused from jury duty. Employees who return to work on a day of jury service, as above, will receive eight (8) hours at working rate less jury duty pay. Employees serving into the last three and one-half (3-1/2) hours of their normally scheduled shift on the jury, on a day of jury service, will not be requested to report to work after being excused from jury service on that day. They will be paid eight (8) hours at working rate less jury pay for wages lost due to such absence in a regular eight (8) hour shift, in line with the above agreement. Employees who are requested to report to jury duty during the afternoon will report to work at their regular first shift starting time. Such employees will be excused from work two (2) hours prior to the time they are scheduled to report for jury duty. Employees complying with this provision will be eligible to receive eight (8) hours of pay at their working rate less jury duty pay.

(2) ~~**Second Shift:**~~ Second (2nd) shift employees excused from jury service after serving three (3) hours or less, will report for a full shift of work on the day they serve on the jury. If they serve on the jury more than three (3) hours, they will not be required to report for work on that day and will be paid eight (8) hours at working rate less jury pay. Such employees may report for the full shift and be paid, therefore, with no deduction of jury pay from wages.

(3) ~~**Third Shift:**~~ Third (3rd) shift employees excused from jury service three (3) hours or less, will report for a full shift of work on the following regularly scheduled shift. If they serve on the jury more than three (3) hours, they will not be required to work the following shift on a regularly scheduled workday, except that a third (3rd) shift employee serving on the jury on Friday will be required to report for the full shift of work the following shift on a regularly scheduled workday. Employees not required to report for work will be paid eight (8) hours at working rate less jury pay. Third (3rd) shift employees may return to work the full shift on the shift following jury service, in which case there will be no deduction of jury pay from wages.

(4) ~~**Jury Examination:**~~ Pay for work time lost by employees who must report for such examination will be paid only when they cannot report for such examination on their own time, and in accordance with 8.06A above.

8.07 Shift Preference

E. An employee displaced through such action will be selected as a result of and in the following order:

(1) Volunteering for such a shift change.

(2) The least senior person on the shift.

Probationary employees during their first forty-five (45) days of employment and employees receiving training will be exempted from displacement under this Section.

F. Employees may transfer or remain on a shift if there are extraordinary circumstances beyond their control providing:

(1) There is mutual agreement by the Company and the Union in writing or via email which briefly describes the reason and duration.

(2) Work is available in their classification on the shift requested.

8.08 Distribution of Overtime

B. Selection of employees for overtime:

(1) Overtime opportunities shall be rotated by classification, on the same shift, in the order established, on the Overtime Rotation List in the following manner:

(a) If qualified, the employee next up in rotation order shall be offered the overtime opportunity. Volunteers must be able to work the total projected hours of overtime.

(e) In the event enough qualified volunteers are not obtained, and the work group contains seven (7) or less employees, the manager shall offer the overtime to at least one (1) other overtime list on the same shift where there are employees with the specific skills, certifications, and qualifications needed to perform the work, in the same classification prior to directing overtime, unless necessary for job continuity. If enough qualified volunteers still are not obtained, the Company will direct overtime in the work group where the overtime is needed. For integrated operations at CGAFS-CCSFS and VAFB VSFB, or for any work group at the launch sites larger than seven (7) employees, the requirement to go to another overtime list before directing overtime does not apply.

(f) For 5x8 schedules, Wwork shall be voluntary on an employee's 6th and 7th workday, unless the Company notifies the work group prior to the end of the

regular work shift the Thursday before (for work on Saturday) or the end of the regular work shift the Friday before (for work on Sunday).

For those working 4 x 10 schedules, work shall be voluntary on an employee's 5th, 6th, and 7th workday, unless the Company notifies the work group thirty-six (36) hours in advance. Management will run the overtime wheel as soon as possible after notifying the work group to determine who, if any, will be directed.

- (i) The Company may assign ~~emergent~~emergency additional work, including work in other job classifications and/or work groups, to employees already working an overtime opportunity, without going back to the Overtime Rotation List.

(2) Multi-Day Overtime Opportunities

At the launch sites, the Company may solicit for or assign employees to a multi-day overtime opportunity to include off-shift opportunities and consecutive contingency days (up to two (2) days) to support critical and/or major operations. ~~If the overtime opportunity is expected to cross from a weekday into the weekend (or vice versa), both the weekday and weekend Overtime Rotation Lists shall be run at the same time, to ensure no scheduling conflicts exist. If a multi-day overtime opportunity begins on a weekday, the weekday overtime wheel will be run for the entire opportunity, even if it runs into a weekend. If a multi-day overtime opportunity begins on a weekend, the weekend overtime wheel will be run for the entire opportunity, even if it runs into a weekday. Volunteers and directed employees must be able to work all days for the opportunity. Hardships will be coordinated between the Company and the Union. If launch contingency crosses the weekend (i.e. Friday, Saturday), the same group established on the first day will support the operations.~~

C. Additions and Deletions to the Overtime Rotation Lists:

- (1) Any employee added to an Overtime List shall be added to each of the two (2) Overtime Rotation Lists and removed from previous Overtime Rotation Lists. New hires, rehires, recalled employees, permanent transfers, loans, promotions, downgrades and displacements into a classification are to be placed after the last name on the Overtime Rotation List on the day of transfer or hire date.

F. General:

(8) Should it be necessary to contact employees at their homes to offer or modify an overtime opportunity, the Company shall contact the employee personally or by text (with employee confirmation) or telephone (including use of auto dialer technology or by leaving a voice mail message).

(11) A ten (10) hour break is required between the end of a shift and beginning of the next shift. Any exceptions require approval at the Director level and communication with Labor Relations and the Union.

After a required ten (10) hour break, employees will be offered eight (8) hours of work (at management's discretion), or if an insufficient amount of work is available to complete an eight (8) hour shift, the employee shall be given paid lost time (PDLT) in an amount to complete their eight (8) hour shift.

G. 12/60 Range and Rest Rule – Launch Sites

ARTICLE 9

TRAVEL

9.02 Per Diem Subsistence Allowance

- B. Employees on travel outside the Continental United States will be paid an subsistence allowance- international travel bonus not to exceed of one hundred (\$100.00) dollars per day plus reasonable and actual daily expenses. While on international travel, the company credit card is to be used to the maximum extent possible, including meals and incidentals.

9.03 Transportation Allowance

- A. The most reasonable and economical form of travel will be the preferred method. First-class airline travel will be allowed if tourist or coach is not available. For coast-to-coast air travel, employees may book economy plus (or equivalent) airfare. In addition for any single flight segment consisting of 3.5 hours or longer in duration, employees may book economy plus (or equivalent) airfare.

9.04 Work ~~and~~ While on Travel Pay

9.05 Miscellaneous

- A. The Company is responsible for making all travel arrangements and reservations, including airline flights, lodging and rental cars. If an employee is on travel and encounters an emergency or unexpected delay (i.e. flight delay or cancellation) which will impact their ability to report to work on time, the employee must contact their leader or designated travel manager for guidance and/or approval before making any travel modifications on their own.
- B. An employee will not be asked to travel overnight without having a confirmed lodging reservation.
- (b) Receive a twelve-thirteen hundred dollar (~~\$1,200.00~~1,300) stipend to be used for the purpose of guest visitation as arranged by the employee, or any other purpose the employee chooses. In the latter case, the employee shall in advance agree in writing to payroll deduction to repay his or her stipend for any thirty (30) day period the employee cuts short without, in the Company's sole judgment, good cause.

9.06 EMPLOYEE SELECTION

- (1) Volunteers: By classification in seniority order. The Company may bypass any volunteer if he or she is a lead, possesses critical skills, certifications, or qualifications, and/or is needed at the home work location during the travel dates in order to meet business requirements. ~~In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and the Company will rotate opportunities with employees similarly situated.~~ Effective upon ratification of this agreement, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of ~~\$500.00~~ \$600.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.
- (2) If the travel opportunity provides an OJT training opportunity ~~that is applicable to an-for employees~~ with an open OJT package, the Company may ~~offer the travel opportunity to that~~ travel those eligible employees to assist with meeting his or her OJT needs. The number of OJT travel opportunities are in addition to the number of qualified employees needed for the travel opportunity. Qualified volunteers with higher seniority will not be displaced. The number of OJT travel opportunities are at the sole discretion of management. Selection for the qualified employee travel opportunities and OJT travel will be offered in seniority order. If there is more than one employee with an open OJT package, the travel opportunity will be offered in seniority order.
- (3) If there are insufficient volunteers who possess all the certifications and qualifications noted in the Company's written notification, the Company will direct travel by inverse seniority from those who possess all the certifications and qualifications. The Company may bypass any volunteer if he or she possesses critical skills or qualifications and/or is needed at the home work location during the travel dates in order to meet business requirements. ~~In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and the Company will rotate opportunities with employees similarly situated.~~ Effective upon ratification of this agreement, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of \$500.00

\$600.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.

(4) If the travel opportunity does not require specific certifications or qualifications (e.g. the travel opportunity only requires basic skills certifications) the Company will select volunteers from the applicable classification in seniority order. If there are insufficient volunteers, the Company will direct travel by inverse seniority from those who possess the basic skills certifications. The Company may bypass any volunteer if he or she possesses critical skills or qualifications and/or is needed at the home work location during the travel dates in order to meet business requirements. ~~In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and the Company will rotate opportunities with employees similarly situated.~~ Effective upon ratification of this agreement, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of ~~\$500.00~~ \$600.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.

(5) In no case shall directed travel exceed thirty (30) consecutive days. Any employee who is directed to travel will be exempt from additional directed travel for a minimum of fourteen (14) days following completion of the directed travel.

(6) Employees currently on travel, either volunteer or directed, may volunteer to extend their travel assignment, should an additional travel opportunity become available. Employees currently on travel will have priority to extend, by seniority, over those employees at the home location who are not on travel, provided the subsequent trip does not conflict with the completion of duties of the initial trip.

(7) If there are an insufficient number of volunteers, management will direct by inverse seniority, without regard to whether one is currently on travel or at the home location.

ARTICLE 10

VACATION, PERSONAL LEAVE AND HOLIDAYS

10.02 Personal Leave and Bereavement

A. During the term of this Agreement, paid absence allowance will be accrued on a monthly basis at a rate of 3.34 hours per month to a maximum of 40 hours.

Under no circumstances will an employee accrue more than 40 hours in any calendar year.

Employees will be allowed to bank up to a maximum of ~~80~~ 160 hours.

After ratification of this agreement, the Company will make a one-time adjustment to employees' paid allowance bank, adding sixteen (16) hours to their balance.

Personal leave balances over the maximum bank shall be paid out automatically at the employee's working rate during the month of January of each year.

Employees may request payment of all unused personal leave after the end of each calendar year. This request must be made by January 31 following each calendar year of the effective agreement on a form provided by the Company. Payment of such personal leave will be made as soon as administratively feasible in the employee's regular paycheck.

- E. An employee who scheduled the use of personal pay prior to being scheduled to work overtime will have those personal leave pay hours considered as hours worked for the purpose of paying overtime. In all other situations an employee will have to work eight (8) hours (ten (10) hours for 4x10 schedule, twelve (12) for 3x12 schedule) during a shift before overtime will be paid.

F. **Bereavement Pay**

Up to three (3) days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in this Agreement. Such pay shall be for eight (8) hours at his straight time base rate and shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave must be taken on consecutive workdays as selected by the employee ~~within fourteen calendar days following the death (or evidence of belated notification of death).~~ The Company may request documentation, supporting the need for bereavement pay.

For the purposes of this Section the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half brother, and half sister and spouse's grandparents. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the state.

10.04 **Holidays**

A. For purpose of this Agreement, the following dates are designated as Holidays:

| | | | |
|------------------------|-------------|------|-----------|
| New Year's Day | January 1 | 2021 | Friday |
| Memorial Day | May 31 | 2021 | Monday |
| Independence Day | July 5 | 2021 | Monday |
| Labor Day | September 6 | 2021 | Monday |
| Thanksgiving Day | November 25 | 2021 | Thursday |
| Day after Thanksgiving | November 26 | 2021 | Friday |
| Winter Break | December 24 | 2021 | Friday |
| | December 27 | 2021 | Monday |
| | December 28 | 2021 | Tuesday |
| | December 29 | 2021 | Wednesday |
| | December 30 | 2021 | Thursday |
| | December 31 | 2021 | Friday |
| New Year's Day | January 3 | 2022 | Monday |

2022

| | |
|-------------------------------|-------------------------------|
| <u>Memorial Day</u> | <u>Monday, May 30</u> |
| <u>Independence Day</u> | <u>Monday, July 4</u> |
| <u>Labor Day</u> | <u>Monday, September 5</u> |
| <u>Thanksgiving Day</u> | <u>Thursday, November 24</u> |
| <u>Day after Thanksgiving</u> | <u>Friday, November 25</u> |
| <u>Winter Break</u> | <u>Monday, December 26</u> |
| | <u>Tuesday, December 27</u> |
| | <u>Wednesday, December 28</u> |
| | <u>Thursday, December 29</u> |
| | <u>Friday, December 30</u> |

2023

| | |
|-------------------------|--------------------------|
| <u>Winter Break</u> | <u>Monday, January 2</u> |
| <u>Memorial Day</u> | <u>Monday, May 29</u> |
| <u>Independence Day</u> | <u>Monday, July 3</u> |

Tuesday, July 4
Labor Day Monday, September 4
Thanksgiving Thursday, November 23
Day after Thanksgiving Friday, November 24
Winter Break Monday, December 25
Tuesday, December 26
Wednesday, December 27
Thursday, December 28
Friday, December 29

2024

Winter Break Monday, January 1
Memorial Day Monday, May 27
Independence Day Thursday, July 4
Friday, July 5
Labor Day Monday, September 2
Thanksgiving Thursday, November 28
Day after Thanksgiving Friday, November 29
Winter Break Monday, December 23
Tuesday, December 24
Wednesday, December 25
Thursday, December 26
Friday, December 27
Monday, December 30
Tuesday, December 31

2025

Winter Break Wednesday, January 1

B. Holidays will be paid at the rate of eight (8) hours per scheduled holiday. All employees will receive the holiday pay on the Company's scheduled holiday, regardless of whether the employee is scheduled to work. Employees who normally work a 4x10 or 3x12 schedule may elect to supplement the 8 hours holiday pay with accrued paid time to total their regularly scheduled number of hours in a day.

B.C. For the purposes of this section, "Holiday" will mean the day designated by the parties to be observed as the Holiday. Employees will be eligible for Holiday pay provided:

(1) that they have been on the Company's payroll for at least thirty (30) calendar days since their last date of hire, including the designated Holiday, and

(2) that they were on the Company's active payroll on the date the designated Holiday occurred, and

~~(3) that they would otherwise have been scheduled to work on such day if it had not been observed as a Holiday, and~~

~~(4) that they were not scheduled to work on such Holiday, and~~

~~(5)~~ (3) that they have worked the equivalent of at least one (1) full regular shift during the workweek in which the designated Holiday occurred, unless they were absent due to authorized absence with pay. However, if the employee quits employment with the Company subsequent to the Holiday, without having reported for work on his/her next regular shift following the Holiday, the employee will not receive pay for that Holiday.

C.D. Under no condition will employees receive pay for a Holiday not worked which occurs during a leave of absence, layoff or other absence, except that employees on authorized absence with pay or who are fulfilling the waiting period for an approved short-term disability claim will be entitled to pay for a Holiday which occurs during their absence ~~with pay~~. Such Holiday pay will be in addition to the vacation, personal leave,

or other authorized absence with pay allowance otherwise provided for in this Agreement.

~~DE.~~ If employees are otherwise eligible for Holiday pay, but due to a reduction in force are laid off during the workweek in which the designated Holiday falls, such employees will be paid the Holiday pay in accordance with Section 10.04E(3) of this Article, provided they work at least one full shift during such workweek.

E. General

(1) When it becomes necessary for work to be performed on a Holiday, employees qualified for available work in the department affected will be asked to volunteer on the basis that they can perform the available work. If enough employees do not volunteer, others will be assigned by the supervision in charge.

(2) Employees scheduled to work on a Holiday will normally be notified at least forty-eight (48) hours in advance of the close of the workday immediately preceding the Holiday. If they receive such notification and fail to report to work, they will not be eligible for Holiday pay.

~~(3) Holiday pay or pay for Holidays not worked, as the term is used in this Agreement, will mean the product of the eligible employee's working rate multiplied by the number of hours that would otherwise have been scheduled to work, not to exceed eight (8) hours, on such day if it had not been observed as a Holiday.~~

(43) An employee who works on a day designated as a Holiday under this Agreement will receive Holiday pay as described in 10.04E(3), and will, in addition, be compensated at double the employee's working rate of pay for all hours of work performed on the Holiday.

(54) The Union agrees that it will cooperate with the Company in preventing absenteeism on days prior to and following Holidays.

10.06 Occupational Injury or Illness

Employees who incur an occupational injury or occupational illness and are sent home or to a medical facility by the Company shall receive pay at their regular hourly rate for the balance of their regular shift on that day but not to exceed the employee's regularly scheduled hours of work.

Time spent attending medical appointments related to an active workers' compensation claim is not considered time worked, for purposes of calculating overtime.

ARTICLE 12

HEALTH AND WELFARE AND SUPPLEMENTAL BENEFITS

12.03 Grievance Procedure

No matter respecting the group insurance and health expense benefits program or any differences arising thereunder, including the rates which are established by the insurance carrier, shall be subject to the Grievance Procedure established in this Agreement. Benefit issues pertaining to Company administrative matters or errors within the Company's control should be brought forward first to the site labor relations contact, and if the matter cannot be resolved at that level, it may proceed through the grievance process; however, is not arbitrable.

12.04

Effective the date of this Agreement, all current and new employees shall have their same group insurance, medical, dental and vision plan designs remain in effect until December 31, ~~2018~~ 2022.

12.05

Pursuant to agreements reached between the Company and Union, it is understood that the following changes are applicable to the Group Insurance, Medical, Dental and Vision expense benefits for employee and dependent coverage(s) and claims incurred on and after the effective dates shown below for those eligible employees actively at work on and after such dates. Current coverage(s) and rates shall remain in effect until December 31, ~~2018~~2022. Effective May ~~7, 2018~~2, 2022, employees will be eligible to elect coverage commencing with the first date of employment as noted hereafter.

12.06 Life Insurance

A. During this Agreement, the Company paid Basic Life Insurance will be in the amount of \$40,000.

During this Agreement, the Company will offer optional ~~Group Universal~~ Life Insurance (~~GUL~~) as follows.

12.08 ~~Accident and Sickness Short Term Disability~~ Insurance

Income benefits will be \$600 per week up to 26 weeks maximum. Effective January 1, 2023, income benefits will be \$750 per week up to 26 weeks maximum. The benefit, as noted below, will be reduced by any payment the employee is eligible to receive under the Schedule for the California Unemployment Disability Insurance Code. Any other applicable offsets per the plan, will be applied.

- CCAFS ~~\$600~~\$750
- VAFB California State Disability Insurance
- Decatur ~~\$600~~\$750

Effective January 1, 2023, premiums for short term disability coverage will be equally shared between the Company and employee (50%/50%). Employee contributions for ~~Accident and Sickness~~Short Term Disability Insurance will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.

Employee contributions (per paycheck where a deduction is made) at CCAFS and Decatur will be based on the total premium cost of the coverage. On each January 1, the premium will be reviewed and be increased or decreased according to past and estimated future experience as determined by the insurance carrier in accordance with accepted actuarial principles.

12.09 Dental Plan

Pursuant to agreements reached between the Company and Union, it is understood that the Dental (Preferred Provider Organization) PPO Plan in effect immediately prior to the effective date of this Agreement will remain in full force and effect as modified by the agreed upon changes set forth below:

The Company's Dental PPO Plan will be as follows:

A. During this Agreement, the Company will offer dental coverage as follows:

- Status quo until December 31, ~~2018-2022~~ (same plan design with Delta Dental)
- Premier Plus to be offered to all employees

- Dental PPO is paid by the Company
- Premier Plus - employees pay the difference between Premier Plus and Dental PPO

An employee may waive dental coverage without showing proof of other insurance during a designated enrollment period. If an employee and spouse both work for the Company, one employee may waive coverage and receive coverage as a dependent under the other employee. Employees and/or dependents may only be covered by one United Launch Alliance sponsored dental plan at a time.

B. During this Agreement, the Dental PPO and Dental Premier Plus dental plans remain in effect as summarized below:

| Dental Plan Features | Dental PPO | | Dental Premier Plus |
|---------------------------------|--|---|---|
| | Employer Paid | | Employee pays difference between Premier Plus and PPO |
| | Network PPO Participating Dentists | Non-Network Premier* or Non-Participating Dentists | Any Dentist* |
| Calendar Year Deductible | \$50 / individual \$150 / family Basic and Major services only | \$75 / individual \$225 / family | None |

| | | | |
|--|---|-----|---|
| Preventive & Diagnostic (cleanings limited to 2 times per calendar year) | No charge, deductible does not apply | 20% | No charge |
| Basic Care (root canals, fillings) | 20% | 50% | 10% |
| Major Care (crowns, bridges, dentures) | 40% | 50% | 20% |
| Orthodontia | 50%; deductible does not apply \$2,000 / individual lifetime max (network and non-network combined)** | | 50% \$2,000 / individual lifetime max** |
| Annual Maximum Benefit | \$2,000 / individual (for all covered services except orthodontia) | | \$2,000 / individual (for all covered services except orthodontia) |
| <p><i>Payments are based on the Usual and Customary limit for a specific service in the geographic area where treated.</i></p> <p>* When you visit a Premier dentist, you will not be balance billed for amounts above Usual and Customary limits, and you will not need to file a claim form.</p> <p>** Services may be received from any orthodontic provider.</p> | | | |

New employees who do not elect dental coverage will be automatically enrolled in the Dental PPO, single coverage.

The Plan pays a percentage of covered or eligible reasonable and customary dental expenses, as long as the services are provided by or under the supervision of a legally licensed dentist.

The Dental Networks will be offered at [CGAFSCCSFS](#), [VAFBVSFB](#), and Decatur and their schedule(s) will be annually reviewed and may be revised and updated based on past and estimated future experience as determined by the Network provider in accordance with accepted actuarial principles.

12.10 Prescription Drug Plan

Pursuant to agreements reached between the Company and the Union, it is understood that the prescription drug plans in effect immediately prior to the effective date of this

Agreement shall remain in full force and effect for employees covered by this Agreement until changed as described below:

- A. Current prescription drug benefits will remain in effect until December 31, ~~2018~~2022.
- B. During this Agreement, the prescription drug benefit of the plan will have the following plan features:

| | |
|------------|---|
| In Network | <u>Retail prescriptions for up to a 30 day supply</u> |
| | - \$10.00 co-pay for generic drugs |
| | - \$25.00 co-pay preferred brand name drugs |
| | - \$50.00 co-pay non-preferred brand name drugs |
| | <u>Mail order for up to 90 day supply</u> |
| | - \$20.00 co-pay for generic drugs |
| | - \$50.00 co-pay for preferred brand name drugs |
| | - \$100.00 co-pay for non-preferred brand name drugs |

Out-of-Network - Prescriptions are not covered.

The Company will have the ability to implement programs that are offered through the Prescription Insurance carrier to save the employee and Company money as well as for patient safety programs that are offered.

The provisions of the plan will be summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and Plan participants.

12.11 Vision Service Plan

Pursuant to agreements reached between the Company and Union, it is understood that the Vision Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect -as modified by the agreed upon changes set forth below:

The Company's Vision Plan will be as follows:

- A. There will be no cost to the employee for vision coverage if the employee enrolls for single or family coverage. The vision plan is summarized below.

| Vision Plan Features | Network | Non-Network |
|---|--|----------------------|
| Vision Exam (every calendar year, network and non- network combined) | No charge | No charge up to \$50 |
| Lenses* | <i>20% discount when a complete pair of glasses is purchased</i> | |
| Single Allowance | \$50 | \$50 |
| Lined Bifocal Allowance | \$80 | \$80 |
| Lined Trifocal Allowance | \$95 | \$95 |
| Frames* | <i>20% discount when a complete pair of glasses is purchased</i> | |
| Frames Allowance | \$120 | \$120 |
| Contact Lenses* | <i>15% discount off the contact lens fitting and evaluation exam**</i> | |
| Contact Lenses Allowance | \$120 | \$120 |
| * Limited to two pairs of lenses/frames or contact lenses every 2 calendar years; network and non-network combined. | | |
| ** Available from any VSP doctor within 12 months of your last eye exam. | | |

12.12 Hearing Aid Benefit Plan

During this Agreement, the benefit will be \$800 per hearing aid per ear once every three (3) calendar years.

12.13 Health Care Spending Accounts

- A. Employees actively at work will be eligible to participate in the Health Care Spending Accounts subject to the plan(s) provisions as follows:

Health Care Spending Account (HCSA)

Annual Contribution Elections

Minimum annual contribution

\$250

Maximum annual contribution

~~\$2,500~~ Maximum IRS limit

- B. The Health Care Spending Accounts are pre-tax benefit plans. Contributions are deducted from participating employees' paychecks before taxes are taken out. The

Health Care Spending Accounts are subject to rules and regulations set forth by the Internal Revenue Service. The maximum annual contribution for the Health Care Spending Account may be reduced or eliminated as provided for in Section 12.17.

- C. The provisions of the plan is summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and plan participants.

12.14 Active Medical

Pursuant to agreements reached between the Company and Union, it is understood that the Active Medical Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect until December 31, ~~2018~~2022.

The Company's Active Medical Plans will be as follows:

- A. Effective May ~~7, 2018~~ 2, 2022, employees will be eligible to participate on the first date of employment in the current existing plans provided by the Company.
- B. Effective ~~January 1, 2019~~ May 2, 2022, offered medical coverage shall be as follows:

| Medical Plan Features | EPO -(Exclusive Provider Organization) Effective 1/1/2019<u>5/2/22</u> |
|--|--|
| Calendar Year Deductible | None |
| Annual Out-of-Pocket Maximum You Pay (excluding deductible) | \$2,500 / individual \$5,000/individual plus spouse or child(ren) \$7,000 / family |
| Primary Medical Care | |
| Office Visits | \$25 copay |
| Specialist Office Visits (non-surgical) | \$35 copay |
| Routine Physical Exams | No Charge |
| Inpatient Hospital Care | |
| Inpatient Hospital Stay | \$150 copay per admission |
| Emergency Room | \$150 copay, waived if admitted |
| Prescription Drugs | |

| | |
|--|-------------------------|
| Participating Retail Pharmacy | (up to a 30-day supply) |
| Generic | \$10 copay |
| Brand Formulary | \$25 copay |
| Non-Formulary | \$50 copay |
| Mail-Order | (up to a 90-day supply) |
| Generic | \$20 copay |
| Brand Formulary | \$50 copay |
| Non-Formulary | \$100 copay |
| Lifetime Maximum | Unlimited |
| An EPO is an HMO (Health Maintenance Organization) with an expanded National network. | |

| Medical Plan Features | PPO Effective 1/1/2019 5/2/22 | |
|--|---|---|
| | Network | Non-Network |
| Calendar Year Deductible | \$300 / individual \$900 / family | \$600 / individual \$1,800 / family (applies toward network) |
| HRA Amount | N/A | N/A |
| Annual Out-of-Pocket Maximum You Pay (excluding deductible) | \$2,000 / individual \$4,000/individual plus spouse or child(ren) \$5,000 / family | \$5,000 / individual \$8,000/individual plus spouse or child(ren) \$10,000 / family (applies toward network) |
| Primary Medical Care | | |
| Office Visits | \$25 Copay | 40% |
| Specialist Office Visits (non-surgical) | \$35 Copay | 40% |
| Routine Physical Exams | No charge, deductible does not apply | Not covered |
| Inpatient Hospital Care | | |
| Inpatient Hospital Stay | 10% | 40% |
| Emergency Room | \$150 copay, waived if admitted; 10% thereafter Non-emergency care: 40% after copay | |
| Prescription Drugs | | |
| Participating Retail Pharmacy | (up to a 30-day supply) | |
| Generic | \$10 copay | Not covered |
| Brand Formulary | \$25 copay | Not covered |
| Non-Formulary | \$50 copay | Not covered |
| Mail-Order | (up to a 90-day supply) | |
| Generic | \$20 copay | Not covered |
| Brand Formulary | \$50 copay | Not covered |
| Non-Formulary | \$100 copay | Not covered |
| Lifetime Maximum | Unlimited | |

| Medical Plan Features | HRA (Health Reimbursement Account) Effective 1/1/2019 5/2/22 | |
|--|--|---|
| | Network | Non-Network |
| Calendar Year Deductible | \$1,000 / individual \$1,500 / individual plus spouse or child(ren) \$2,000 / family (network and non-network combined) | |
| HRA Amount | \$500 / individual \$750 / individual plus spouse or child(ren) \$1,000 / family | |
| Annual Out-of-Pocket Maximum You Pay (excluding deductible) | \$2,000 / individual \$4,000 / individual plus spouse or child(ren) \$5,000 / family | \$5,000 / individual \$8,000 / individual plus spouse or child(ren) \$10,000 / family |
| Primary Medical Care | | |
| Office Visits | 10% | 40% |
| Specialist Office Visits (non-surgical) | 10% | 40% |
| Routine Physical Exams | No charge, deductible does not apply | Not covered |
| Inpatient Hospital Care | | |
| Inpatient Hospital Stay | 10% | 40% |
| Emergency Room | \$150 copay, waived if admitted; 10% thereafter Non-network, non-emergency care: 40% after copay | |
| Prescription Drugs | | |
| Participating Retail Pharmacy | (up to a 30-day supply) | |
| Generic | \$10 copay | Not covered |
| Brand Formulary | \$25 copay | Not covered |
| Non-Formulary | \$50 copay | Not covered |
| Mail-Order | (up to a 90-day supply) | |
| Generic | \$20 copay | Not covered |
| Brand Formulary | \$50 copay | Not covered |
| Non-Formulary | \$100 copay | Not covered |
| Lifetime Maximum | Unlimited | |

12.15 Noted Active Medical Provisions

- Effective January 1, 2023, Threefour-tiered structure for the duration of this Agreement:
 - Employee;
 - Employee plus spouse/domestic partner; ~~or dependent child(ren)~~;
 - Employee plus child(ren);
 - Employee plus family
- Employee contributions for health care premiums will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.
- Employee contributions (per paycheck where a deduction is made) for the PPO plan will be capped at \$65.00 for employee, \$130.00 for employee plus spouse/domestic partner or employee plus dependent-child(ren) and \$195.00 for employee plus family. Employee contributions (per paycheck where a deduction is made) for the HRA plan will be capped at \$40.00 for employee, \$80.00 for employee plus spouse/domestic partner or employee plus dependent-child(ren) and \$120.00 for employee plus family. The EPO plan has no caps.
- Employee contributions for the EPO plan will be 20% of cost of plan. Additionally, for the EPO plan only, the Company contribution to the total premium cost will be capped at ~~\$800~~ \$900 EE, ~~\$1,600~~ \$1,700 EE + SP, ~~\$1,600~~ \$1,700 EE + Child, ~~\$2,400~~ \$2,500 Family per month. Employees will be responsible for any additional premium cost that exceeds the cap, even if it exceeds 20% of the total premium.
- Employee contributions for the PPO plan will be 18% of cost of plan
- Employee contributions for the HRA plan will be 8% of cost of plan.
- Only those participants currently enrolled in the EPO plan will be eligible to continue to participate in the plan effective January 1, 2013. The EPO plan was closed to new entrants effective January 1, 2013.
- During this Agreement, the Prescription Drug co-pay to be \$10/\$25/\$50 for a 30 day prescription and \$20/\$50/\$100 for a 90 day prescription.
- Lifetime maximum is now unlimited.

12.16 Retiree Medical Plans

The Company will continue for the term of this Agreement to offer three retiree PPO medical plans (Atlas-Cape/VAFB, Delta-Decatur, and Delta-Cape/VAFB). The Company may, but is not required to, offer the active employee medical plan to retirees. Effective January 1, 2019, the Company ~~will modify~~ modified the Space Systems and San Diego retiree medical plans to add two (2) additional plan levels of Employee + Spouse and Employee + Child(ren), in addition to the current options of Employee Only and Employee + Family. The Company contribution for the new plan levels will be capped at \$687.50 per month.

For those transferred employees from the ULA San Diego operations to ULA's Decatur Operations, who are eligible for Retiree Medical under the ULA San Diego Hourly Retiree Medical program, upon their retirement, the Company will recognize any increase negotiated under this contract with regards to any employer contribution caps when calculating the employee share of the cost of retiree medical.

12.17 ~~Federal or State Health Programs~~ Continuation of Benefits

- ~~A. Recognizing the constantly changing landscape of health care legislation, it is the intent of both the Company and Union that none of the benefits provided in connection with the aforementioned health insurance benefits (e.g. medical and health care spending accounts) will cause the application of an excise fee (e.g., High Cost Coverage Excise Tax (a.k.a. the Cadillac Plan Tax)) as a result of providing such benefits with respect to The Patient Protection and Affordable Care Act (the "PPACA") or other Federal or State legislation which applies to the aforementioned health care benefits. Accordingly, if the actual rates for any plan are projected to be above the thresholds for triggering the tax or fee, in order to avoid such a tax or fee and in keeping with the intent of the parties, the Company and Union agree to timely meet before the rates for the medical plans have been finalized in order for the parties' Benefits Representatives to meet in an effort to modify such plan(s) to avoid the excise tax or fee.~~
- ~~B. If such discussions fail to modify such plan(s), in an effort to avoid any excise tax or fee thresholds, then the Company has the right to annually modify the plan(s) up to~~

~~the point where the premium falls below the threshold but no further than administratively practicable.~~

~~C. If the modifications to any such plan design necessary to avoid any excise tax or fees cause the plan value to be less than the plan value under the HRA plan design, then the Company has the right to discontinue such plan(s).~~

~~D. During the term of this Agreement, continuation of health benefits will be offered for the periods described in the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), to those employees and dependents who lose coverage as a result of "a qualifying event," as defined under COBRA. The full cost of such coverage continuation will be borne by the employee or dependent.~~

12.18 Long Term Disability

During this Agreement, the Long Term Disability Plan is Company paid with a 40% benefit for approved long term disability. The Employee can purchase an additional 10% benefit at the employee's expense.

12.19 Special Accident/Accidental Death & Dismemberment (AD&D) Insurance

During this Agreement, the Special Accident (AD&D) Insurance Plan shall remain in effect and available to all sites. The following schedule is applicable:

| SPECIAL ACCIDENT (AD&D) PLAN | | |
|---|---------------|--------------|
| Employee | Spouse | Child |
| \$25,000 | \$10,000 | \$10,000 |
| \$50,000 | \$25,000 | \$25,000 |
| \$100,000 | \$50,000 | \$50,000 |
| \$200,000 | \$100,000 | |
| \$300,000 | \$150,000 | |
| \$400,000 | \$200,000 | |
| \$500,000 | \$250,000 | |

SPECIAL ACCIDENT (AD&D) PLAN

- (1) Salary limit of 10 times annual pay if an amount above \$300,000 is desired.
- (2) Employee must be enrolled in order to elect spouse and/or child(ren) coverage.
- (3) If more than one child is covered, the employee only pays for the cost of one child --- but all children are covered for the same amount of insurance selected by the employee. Different amounts for children are not permitted.

- Employee contributions for Special Accident Insurance premiums will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.
- Employee contributions (per paycheck where a deduction is made) for the insurance will be based on the actual cost of the premium and will be reviewed each 1 January thereafter. The employee cost may be increased or decreased according to past and estimated future experience as determined by the insurance carrier in accordance with accepted actuarial principles.

The provisions of the plan will be summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and Plan participants.

12.20 Voluntary Benefits

Beginning January 1, 2019, employees are eligible to participate in the Company's voluntary benefit program.

12.21 ~~Short Term Disability~~ Medical Coverage ~~While on a Disability Leave of Absence~~

Employees on a Company-approved leave of absence for a short-term disability will maintain Company-provided health care coverage equal to that currently provided by the Company for Worker's Compensation leaves of absence, not to exceed 6 months. However, the employee must timely pay the employee's share of the monthly premium directly to the plan administrator.

12.21~~2~~ Accident Insurance Coverage for Missile or Rocket Accidents

For missile or rocket accidents, and accidents arising in the course of development, testing, or firing of fuel and fuel systems, the death or dismemberment accident insurance benefit will be provided to employees as follows:

- A. The amount of accidental death or dismemberment benefits will be paid in accordance with the terms of the insurance contract, in the amount of two times the employees' annual base pay, with a minimum of \$50,000 and a maximum of \$200,000.
- B. Coverage will apply to loss of life or dismemberment due to a missile and/or rocket accident sustained while in the course of employment. A missile and/or rocket accident shall mean an accident occurring in the course of development, fueling, or firing of any missile or rocket, or in the course of development, testing, or firing of any fueling system or fuel used or intended for use in any missile or rocket, by any firing, misfiring, malfunction or explosion of any such missile, rocket, fueling system or fuel.

12.2~~3~~³ ERISA Amendments/Modifications

The Company shall be entitled to adopt such amendments or modifications to its benefit plans and coverages set forth and agreed upon in this Agreement, including its Appendices and Letters of Understanding, as may be appropriate to comply with the provisions of the Employee Retirement Income Security Act of 1974, the Affordable Care Act, and any amendments or regulations issued thereto.

12.2~~3~~⁴ Machinists Custom Choices Worksite Benefits Program

The Company has agreed to allow the Union to offer the Machinists Custom Choices Worksite Benefits Program of supplemental insurance benefits to its members through their designated agent. This service will begin as soon as practicable after the Company's adoption of a Human Resources Information System (HRIS)/Payroll system. Policy holder service will be provided by the underwriter and EBS, and members will have the opportunity annually to spend up to 15 minutes with an EBS counselor on premises during working hours.

It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment or communication.

ARTICLE 13
RETIREMENT PLAN

13.01

~~The United Launch Alliance Pension Plan for Hourly Represented Employees (Pension Plan) agreed to between the Company and the Union shall remain in full force and effect for the duration of this Agreement except as and until modified by the agreed upon changes set forth in this Agreement or the further provisions of this Article. The ULA Pension Plan termination has been completed and all Plan benefits have been fully paid out from the Plan. With this transition, employees have received their pension benefits. All plan benefits have been fully paid out from the Plan to either the employee or third-party administrator.~~

13.02

~~The Company shall have the responsibility for the administration of the Pension Plan except as otherwise specifically provided in any separate Agreement relating to the Pension Plan and its administration in effect between the Company and the Union.~~

- ~~A. The Company shall provide the Union with a copy of the IRS Form 5500, once the form has been filed with the IRS. The Company will provide the Union with a list of all contributions made to the Pension Plan during the Calendar Year within 45 days after the end of the Calendar Year.~~
- ~~B. The Company shall provide the Union with any signed amendments made to the Pension Plan Document, within thirty (30) days of the amendment being signed.~~
- ~~C. The Company will notify the Union, annually, if the Pension Plan falls below a 95% funding level. The notification will be given, as soon as practicable following the completion of the actuarial valuation for the Pension Plan.~~

13.03

~~The Company shall make changes to the Retirement plans to ensure compliance with the Pension Protection Act, including adding a 75% Joint and Survivor annuity option to the United Launch Alliance Pension Plan for IAM 725 employees.~~

13.04

~~Pursuant to agreements reached between the Company and the Union, it is understood that the Pension Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect for the duration of this Agreement except as modified by the agreed upon changes set forth below. Changes are applicable to all covered hourly employees who are actively at work and on disability leave of absence on or after the effective date of the Agreement.~~

~~A. Retirement Benefit~~

- ~~(1) The monthly normal retirement benefit of an employee who retires or terminates with a vested benefit on or after May 4, 2015 will be equal to ninety-five dollars (\$95.00) per month per year of United Launch Alliance credited service to date of retirement.~~
- ~~(2) Effective January 1, 2013, the ULA Pension Plan was closed to employees hired or rehired on or after January 1, 2013 and such employees will not be eligible to receive any benefits under the Pension Plan.~~
- ~~(3) Between May 4, 2015 and December 31, 2016, the monthly normal retirement benefit of an employee continued to grow as the employee accrued United Launch Alliance credited service.~~
- ~~(4) Effective January 1, 2017, the ULA Pension Plan was frozen. This means that: (1) the monthly normal retirement benefit of an employee who retires or terminates with a vested benefit on or after January 1, 2017 will be frozen at ninety-five dollars (\$95.00) per month per year of United Launch Alliance credited service as of December 31, 2016; and (2) after January 1, 2017, continued United Launch Alliance credited service and salary increases will not increase the monthly normal retirement benefit of an employee. Employees will continue to earn vesting service under the plan for service earned on or after January 1, 2017.~~
- ~~(5) All vested retirement benefits earned by employees as of December 31, 2016 under the ULA Pension Plan will remain intact.~~
- ~~(6) It is the Company's intent to fully fund and transition the ULA Pension Plan to a third party, effective December 31, 2018. Other than adding additional employee options, this pension transition in no way changes the current pension benefits as~~

~~set forth in the ULA Pension Plan. Should the ULA Pension Plan be transitioned, all Plan benefits will be fully paid out from the Plan. The Company reserves the right to cancel the transition process prior to benefits being paid out or annuities being purchased. With this transition, employees will have new options to receive their pension benefits:~~

- ~~• If an employee has a benefit valued at \$5,000 or less, the benefit will be only paid out in a lump sum.~~
- ~~• Employees with a pension benefit valued greater than \$5,000 will have a one-time option to (1) immediately receive their benefits in a lump sum, (2) commence monthly pension payments, or (3) defer the payment of benefits until a later date.~~

~~If an employee chooses to defer payment of benefits or fails to make a distribution election, the Company will transfer Plan assets and administration to a third party, which will fully cover and disperse all benefits consistent with the current Plan.~~

13.052

No matter respecting the Pension Plan or any differences arising thereunder shall be subject to the Grievance Procedure established in this Agreement.

13.06 — Workers Compensation Leave of Absence

~~The Pension Plan was amended to grant employees out on a Workers' Compensation leave of absence up to 24 months of vesting service and benefit/credited service.~~

13.07 — Grandfathered NES Benefits

~~The Grandfathered former Martin-Marietta non-exempt employees, recognized on a one time basis in March 1995 will have the three salaried benefits (pension, salary, continuation, severance) maintained for the life of this Agreement, subject to the Pension Plan transition described in 13.04 above. The Company will amend the Plan to grant active grandfathered NES employees one additional year of benefit service should the Company transition the Pension Plan as described in 13.04 above.~~

13.08 — Transfers from San Diego to Decatur

~~The Company amended its United Launch Alliance Pension Plan for Hourly Represented Employees (ULA Hourly Pension) for hourly employees who transferred from the ULA San Diego operations to ULA's Decatur operations, and recognizes the agreed upon pension monthly multiplier under his contract for the purposes of calculating the~~

ARTICLE 14

401(k) SAVINGS AND RETIREMENT PLAN

14.05 Noted 401(k) Savings Plan Provisions

A. Effective January 1, 2017, the Company match for all employees will be 60% of the first 8% deferred.

B. Effective January 1, 2023, the Company match for all employees will be 70% of the first 8% deferred.

CB. Total maximum deferral for all employees will be 50%, subject to IRS limitations.

DC. Effective January 1, 2019, the 401(k) Savings Plan ~~will add~~ added the following Plan features:

- Roth 401(k) option
- Auto-enrollment for new hires at 8% deferral rate
- Voluntary auto-escalation of 1% per year

ED. No new-hire waiting period at any location for any employee.

FE. Establishment of reasonable trading limitations.

GF. Upon ratification of this Agreement, all employees, regardless of hire or rehire date, will receive an Employer Retirement Savings Contribution of ~~nine~~ eleven hundred dollars (~~\$900.00~~ \$1,100) per quarter of active employment into their account under the ULA 401(k) Plan. The quarterly contribution will be paid following the end of each quarter. The Employer Retirement Savings Contribution will be subject to a three (3) year cliff vesting schedule and is not available for loans or hardship withdrawals.

HG. In the event the pensions of the former non-exempt employees grandfathered under Article 13 are frozen by Lockheed Martin during the term of this Agreement, they will then be eligible for the Employer Retirement Savings Contribution under 14.05F.

ARTICLE 16
SECURITY REGULATIONS

- A. Nothing in this Agreement will require the Company to employ or to continue in its employment or to give access to any plant, factory, or site, any person or persons whom either the Secretary of Defense or the Secretary of the Army, or the Navy, or the Air Force, or any of their duly authorized representatives may designate in writing, in the interest of security against espionage, sabotage or subversive activity.
- B. Possession of a Tier 1/National Agency Check with Inquiries (NAC-I) or an Equivalent Approval is the minimum Access Eligibility requirement for all employees assigned to CCAFS-CCSFS or VAFB-VSFB as their regular work location so that the employee has unescorted access to all ULA work locations and areas. Employees assigned to Decatur as their home work location have no minimum requirements while performing work at Decatur; however, while performing work at CCAFS-CCSFS or VAFB-VSFB, the employee shall possess or submit for NAC-I clearance.
- C. Employees hired after the effective date of this Agreement who are assigned to CCAFS-CCSFS or VAFB-VSFB as their regular work location in the Aerospace Technician or Aerospace Maintenance job classification and do not possess a Secret Clearance upon hire shall be required to submit for such clearance within sixty (60) days of hire. They shall maintain such clearance during their employment, unless the Company determines an excess of cleared personnel. If their application for clearance is denied, their employment will be terminated.

Should a CCSFS or VSFB employee without a Secret Clearance move into the Aerospace Technician or Aerospace Maintenance job classification, the employee shall be required to submit for Secret Clearance within sixty (60) days of the job change. Such clearance shall be maintained during their employment, unless the Company determines an excess of cleared personnel. If their application for clearance is denied, the employee will be returned to their prior job classification.

ARTICLE 17
GENERAL PROVISIONS

17.10 Group Leaders

F. Whenever a Group Leader is on authorized vacation or leave of absence, or assigned to temporary duty at another location, the Company may designate another qualified employee per Section 17.10 D, as a temporary Lead. Temporary Leads may be used at the discretion of the Company and are not limited to backfilling a Group Leader. There is no requirement to announce temporary Lead opportunities. Temporary Leads will not be required. If the Company selects a temporary Lead such selection will be an employee in the same classification. Employees may be designated as a temporary Lead at their primary work location or travel locations, at the discretion of the Site Supervisor. The employee selected shall possess no rights to the Group Leader's position by virtue of this temporary assignment.

ARTICLE 18
NEW TECHNOLOGY / PILOT PROJECTS

NEW TECHNOLOGY

18.02

A. The Company maintains the right to introduce and implement new technology into CGAFS CCSFS, Decatur and ~~VAFB VSFB~~.

ARTICLE 21
DURATION

21.01

This Agreement will become effective on ~~May 7, 2018~~ May 2, 2022, and will remain in force until May 1, ~~2022~~ 2025.

21.02

On May 1, ~~2022-2025~~ and at the end of each yearly period thereafter, this Agreement will be renewed automatically for periods of one (1) year, unless either party gives written notice of its desire to terminate or amend said Agreement at least sixty (60) days prior to its renewal date.

APPENDIX A
JOB CLASSIFICATIONS

| Classifications | Labor Grade |
|------------------------|--------------------|
|------------------------|--------------------|

The following job classifications are recognized at the Decatur facilities, geographic locations and support facilities.

| | |
|---|----------|
| Aerospace Production Technician | E |
| Production | |
| Aerospace Production Support | D |
| Production Support | |
| <u>Warehouse Worker</u> Aerospace Inventory Specialist | C |

The following job classifications define the combinations of classifications to be recognized at the Atlas and Delta launch facilities, geographic locations and support facilities.

| | |
|---|----------|
| Aerospace Technician | B |
| Mechanic - Launch Operations | |
| Mechanic - Launch Operations VAFB | |
| Technician - Launch Operations Electrical | |
| Technician - Launch Operations Electrical VAFB | |
| Calibration Technician - Launch Operations | |
| Welder - Launch Operations | |
| Machinist - Launch Operations | |
| Fabricator - Mechanical Support - Launch Operations | |
| Field Test Technician | |
| Dispatcher / Operator - Vehicle Heavy VAFB | |
| Inspector – Launch Operations | |
| Field Test Technician (Inspector) | |
| Skills Trainer | |

APPENDIX A (CONTINUED)

JOB CLASSIFICATIONS

Aerospace Maintenance

B

Electrician - Industrial - Launch Operations
Painter - Launch Operations
Carpenter - Launch Operations VAFB
Technician - Environmental Control - Launch Operations
Field Maintenance
Mechanic - Motor Pool CCAFS

~~Aerospace Support~~

~~C~~

~~Dispatcher - Materiel Services - Launch Operations
Crater & Packer 1 - CCAFS
Field Business Support Analyst
Production Quality Analyst
Field Support Associate
Logistics Support Parts Analyst
Traffic Rate Clerk A
Materiel Control Analyst~~

Aerospace Field Environmental Tech

B

Field Environmental Tech

Aerospace Planner

A

Field Planner
Production Planner

~~Warehouse Worker~~Aerospace Inventory Specialist

~~C~~

APPENDIX B-1

LABOR GRADES & RATE RANGES

EFFECTIVE DATE May ~~7, 2018~~21, 2022

| CLASSIFICATIONS | LABOR | RATE RANGES | |
|---|--------|-------------|-----------|
| | GRADES | MIN | MAX |
| Aerospace Production Technician | E | \$16.28 | \$ 37.14 |
| Aerospace Production Support | D | \$18.83 | \$ 41.70 |
| Aerospace Technician | B | \$18.82 | \$ 45.67 |
| Aerospace Maintenance | B | \$18.82 | \$ 45.67 |
| Aerospace Support | C | \$15.21 | \$ 41.19 |
| Aerospace Planner | A | \$18.82 | \$ 46.06 |
| Aerospace Field Environmental Tech | B | \$18.82 | \$ 45.67 |
| Warehouse Worker (new hires) | C | \$15.21 | \$ 19.21 |
| Warehouse Worker (grandfathered) | C | \$15.21 | \$ 22.21 |
| | | Range Min | Range Max |
| Aerospace Inventory Specialist | | \$18.72 | \$46.80 |
| All other Job Classifications | | \$22.88 | \$53.04 |
| <u>Aerospace Production Technician</u> | | | |
| <u>Aerospace Production Support</u> | | | |
| <u>Aerospace Technician</u> | | | |
| <u>Aerospace Maintenance</u> | | | |
| <u>Aerospace Planner</u> | | | |
| <u>Aerospace Field Environmental Tech</u> | | | |

APPENDIX B-2

LABOR GRADES & RATE RANGES

EFFECTIVE DATE May 6, ~~2019~~, 2023

| <u>CLASSIFICATIONS</u> | <u>LABOR</u> | <u>RATE RANGES</u> | |
|---|---------------|--------------------|------------------|
| | <u>GRADES</u> | <u>MIN</u> | <u>MAX</u> |
| Aerospace Production Technician | E | \$16.28 | \$ 37.88 |
| Aerospace Production Support | D | \$18.83 | \$ 42.53 |
| Aerospace Technician | B | \$18.82 | \$ 46.58 |
| Aerospace Maintenance | B | \$18.82 | \$ 46.58 |
| Aerospace Support | C | \$15.21 | \$ 42.01 |
| Aerospace Planner | A | \$18.82 | \$ 46.98 |
| Aerospace Field Environmental Tech | B | \$18.82 | \$ 46.58 |
| Warehouse Worker (new hires) | C | \$15.21 | \$ 19.59 |
| Warehouse Worker (grandfathered) | C | \$15.21 | \$ 22.65 |
| | | <u>Range Min</u> | <u>Range Max</u> |
| Aerospace Inventory Specialist | | \$19.38 | \$48.44 |
| All other Job Classifications | | \$23.68 | \$54.90 |
| <u>Aerospace Production Technician</u> | | | |
| <u>Aerospace Production Support</u> | | | |
| <u>Aerospace Technician</u> | | | |
| <u>Aerospace Maintenance</u> | | | |
| <u>Aerospace Planner</u> | | | |
| <u>Aerospace Field Environmental Tech</u> | | | |

APPENDIX B-3

LABOR GRADES & RATE RANGES

EFFECTIVE DATE May 4, ~~2020~~2024

| <u>CLASSIFICATIONS</u> | <u>LABOR</u> | <u>RATE RANGES</u> | |
|---|---------------|--------------------|------------------|
| | <u>GRADES</u> | <u>MIN</u> | <u>MAX</u> |
| Aerospace Production Technician | E | \$16.28 | \$ 38.83 |
| Aerospace Production Support | D | \$18.83 | \$ 43.59 |
| Aerospace Technician | B | \$18.82 | \$ 47.75 |
| Aerospace Maintenance | B | \$18.82 | \$ 47.75 |
| Aerospace Support | C | \$15.21 | \$ 43.06 |
| Aerospace Planner | A | \$18.82 | \$ 48.16 |
| Aerospace Field Environmental Tech | B | \$18.82 | \$ 47.75 |
| Warehouse Worker (new hires) | C | \$15.21 | \$ 20.08 |
| Warehouse Worker (grandfathered) | C | \$15.21 | \$ 23.22 |
| | | <u>Range Min</u> | <u>Range Max</u> |
| <u>Aerospace Inventory Specialist</u> | | \$19.96 | \$49.89 |
| <u>All other Job Classifications</u> | | \$24.39 | \$56.55 |
| <u>Aerospace Production Technician</u> | | | |
| <u>Aerospace Production Support</u> | | | |
| <u>Aerospace Technician</u> | | | |
| <u>Aerospace Maintenance</u> | | | |
| <u>Aerospace Planner</u> | | | |
| <u>Aerospace Field Environmental Tech</u> | | | |

APPENDIX B-4
LABOR GRADES & RATE RANGES
EFFECTIVE DATE May 1, 2021

| LABOR | RATE RANGES | | |
|------------------------------------|-------------|---------|----------|
| CLASSIFICATIONS | GRADES | MIN | MAX |
| Aerospace Production Technician | E | \$16.28 | \$ 40.00 |
| Aerospace Production Support | D | \$18.83 | \$ 44.90 |
| Aerospace Technician | B | \$18.82 | \$ 49.18 |
| Aerospace Maintenance | B | \$18.82 | \$ 49.18 |
| Aerospace Support | C | \$15.21 | \$ 44.35 |
| Aerospace Planner | A | \$18.82 | \$ 49.61 |
| Aerospace Field Environmental Tech | B | \$18.82 | \$ 49.18 |
| Warehouse Worker (new hires) | C | \$15.21 | \$ 20.68 |
| Warehouse Worker (grandfathered) | C | \$15.21 | \$ 23.92 |

APPENDIX C
JOB DESCRIPTIONS

| | |
|---|----------------|
| Aerospace Production Technician..... | 130 |
| Aerospace Production Support..... | 132 |
| Aerospace Technician..... | 134 |
| Aerospace Maintenance..... | 148 |
| Aerospace Support..... | 154 |
| Aerospace Field Environmental Tech..... | 162 |
| Aerospace Planner | 163 |
| Warehouse Worker <u>Aerospace Inventory Specialist</u> | 166 |

Aerospace Technician

Basic Function

Performs work in all phases of launch operations, including but not limited to the following:

Perform receipt, transportation, storage, installation, checkout, maintenance, repair, refurbishment, calibration, fabrication, welding, machining, modification, alteration, troubleshooting, final servicing and testing of structural, mechanical and fluid systems; space vehicles and flight hardware; airborne and ground ordnance; airborne and ground electrical, electronic, instrumentation and range safety equipment, test instruments and gauges; launch support facility systems and aerospace ground support equipment.

Perform test and operational procedures.

Perform quality inspection, receiving and specialized calibration tasks as assigned.

Perform the planning, layout, setup and operation of all types of precision machines.

Operate heavy duty type vehicles, including special purpose transporters, between various locations, both on and off-base.

Principal Duties and Responsibilities

1. Perform work, in all phases of the vehicle buildup, preparation for launch, vehicle erection and alignment, various types of fueling, tank pressurization, checkout of control systems, ordnance and count down, and actual launching of missiles or similar products.
2. Perform launch site test and operations related to monitoring, control, safety, operation, and/or maintenance of the product/launch system and its support equipment.
3. Set up, install and operate test tools and equipment as required to checkout and conduct a variety of functional, operational, verification, preflight tests and checks on simulated combined and/or combined airborne and aerospace ground mechanical/propulsion, facility mechanical equipment. May operate various control consoles, supplemental to engineering personnel. Energize, de-energize and adjust equipment in accordance with direction or to correct deviations.

4. Troubleshoot airborne, aerospace ground and combined airborne and aerospace ground structural, mechanical, and fluid systems equipment and test tools, and the hydraulic drive mechanism of the missile service tower.
5. Exercise accepted rigging techniques to assure proper safe rigging prior to lifting operations.
6. Perform all structural, mechanical, fluid systems and ordnance related to the loading, unloading, movements, erection and de-erection of the airborne vehicle, including operation of fixed, mobile or overhead bridge cranes or specialized transportation equipment.
7. May troubleshoot ground and/or airborne ordnance equipment. Disarm airborne igniters or other ordnance devices as necessary in the event of failure, misfire or malfunction.
8. Perform application of thermal-protective coatings, paint, powdercoat and corrosion protection materials to either missiles and/or ground support equipment, where required.
9. Utilize highly involved engineering test tools and equipment to perform the most complex launch site test and operations related to the monitoring, control, safety, operation, and/or maintenance of the product and its support equipment.
10. Perform calibration, test, repair, maintenance and modification procedures for instruments and gauges and prepare write-ups to be used on subsequent activities.
11. Set up, install and operate test tools and equipment as required to checkout and conduct a variety of functional, operational, verification, preflight test and checks on simulated combined and/or combined airborne and aerospace ground and facilities electrical, electronic, instrumentation and range safety equipment. May operate various electrical, electronic, instrumentation and range safety control consoles as a supplement to engineering personnel. Energize, de-energize and adjust equipment in accordance with direction or to correct deviations.
12. Checkout, troubleshoot and repair space vehicle major electrical, electronic or instrumentation and range safety equipment.
13. Perform complete installation, modification and checkout of an assigned instrumentation and/or telemetry system including the set-up of required test equipment, ascertaining proper calibration procedures, connect points, type of lines,

transducers, and related items to complete end-to-end calibration of instrumentation or the checkout of electronic control systems.

14. Check in-place calibration on airborne electrical, electronic, instrumentation and range safety equipment, check power inputs and outputs, sequence and timing factors, making adjustments and alignments as necessary.
15. Calibrate test instruments and gauges utilized in maintenance and test of Company products. Make necessary repairs or adjustments. Modify instruments and gauges as required.
16. Develop, build, checkout, troubleshoot, repair and modify special electrical, electronic and instrumentation test tools and equipment.
17. Perform all operations related to the loading, unloading, movement, erection and de-erection of airborne vehicles.
18. Perform the complete final inspection of missile structures and major systems including related test facility and aerospace ground equipment preparatory to static test or launch in accordance with engineering and quality specifications and requirements. This includes such inspection duties as:
 - a. Witness and ascertain that major mechanical/electrical missile systems and associated mechanical, electrical and electronic items operationally comply with engineering, quality and customer requirements. Inspect modifications and repair of major mechanical, electrical and electronic missile systems and internal electronic circuitry which is accomplished during captive test or pre-launch operations.
 - b. Investigate malfunctions, initiate rejections and inspect rework or replacements which occur during the operational checkout of the systems.
 - c. Witness and record validation and test data and prepare paperwork as required.
 - d. Witness and inspect the calibration and validation of test facility and aerospace ground equipment used in the field test or pre-launch operational checkout of missile major systems.
19. Authorize, using established criteria, and monitor the preparations for and performance of functional, operational, verification and pre-launch checks and tests

of complete major systems and integrated systems to assure conformance with test specifications, and their performance in accordance with established plans and procedures. Advise supervisor and inspection chief of significant discrepancies and other problems which may affect schedules or cause changes in plans. Coordinate technical problems with quality engineering personnel.

20. Accept major vehicle components and integrated systems which meet specifications and requirements or reject incomplete or erroneous portions by making entries on appropriate documentation signifying all failures, deviations from specifications and procedural departures.

21. Coordinate with customer quality personnel as required to obtain customer inspection approval and acceptance of hardware.

22. Performs primary recording duties on Sponge Count.

23. May be required to perform nondestructive inspection (NDI) tasks such as dye penetrant or magnetic particle inspection.

24. Analyze, determine and establish the methods and procedures required to calibrate, maintain, repair and modify instruments, equipment, recording and indicating devices used to measure length, mass and time.

25. Calibrate, maintain, repair and modify meters, instruments, gauges, recorder indicating devices, and other test equipment in accordance with manufacturer's specifications, Company and customer requirements and technical instructions.

26. Compare instruments, equipment, recording and indicating devices with standards and perform adjustment, alignment, sequencing and calibration to specified tolerances. Troubleshoot and isolate malfunctions and make permissible adjustment, replacement or repair. Perform recalibration as required.

27. Maintain knowledge of and perform metrology operations in compliance per contractual standards and Company policies, procedures, and practices.

28. Maintain records and paperwork.

29. Perform overhead, vertical or horizontal welding operations on ferrous and non-ferrous metals and their alloys subject to extreme stress, critical pressures and rigid X-ray examination where complex contours, compound angles and exacting tolerances must be maintained.

30. Pass and maintain required certifications.
31. Works from detailed blueprints, shop sketches, existing parts, or verbal information to determine necessary machine operations and to plan operation sequences-Machine setup may include CAD-CAM type programming.
32. Performs such typical operations as milling, boring, grinding, turning, drilling, shaping, grooving, slotting, etc., for machining tooling, experimental, production and maintenance.
33. Checks work against specifications using precision measuring instruments such as micrometers, vernier height gauge, dial indicator and other similar tools.
34. Perform preventive maintenance of required equipment.
35. Perform the fabrication or construction, assembly, repair or alteration of sheet metal, steel, iron, composite and fiberglass parts, assemblies and structures such as: sheet metal ducting, panels and bracketry; aluminum or steel ladders, scaffolding, ramps, guard rails, cabinets or boxes; tubing or piping for tank farm installations; fiberglass panels, sections or platforms.
36. May coordinate the repair and maintenance of vehicles ensuring release of vehicles for repair and maintenance as required.
37. May prepare equipment records and operations reports and accident reports as required.
38. Working as a Heavy Vehicle Operator, operates vehicles of greater than 2-1/2 tons to transport a wide variety of parts, materials, equipment, tools, components and assembled products between various base locations and customer subcontractor and vendor locations. Travels on all types of roads and may be required to make overnight trips. Receives written or oral instructions, plans most efficient and safest manner of arranging load. Assists in the loading and unloading of vehicles and makes certain load is secure.
39. Maintains hourly or mileage logs. Handles manifest bills of lading and all other papers pertinent to the shipment.
40. Provide skills certification instructions to technicians for mechanical and electrical / electronic assembly, test and checkout skills required for launch activities. Perform

associated certification for technicians and maintain records of the certifying cycle time and the results of the process.

41. Pre-clean, clean and package or completely assemble precision mechanical, pneumatic, electro-mechanical or hydraulic parts or assemblies.

42. Prepare kits for installation by working from issued documents and maintain correct storage of kits until installation is required.

43. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.

44. May require the use of personal protective equipment to include, but not limited to, filtered respirators, SCAPE (Self Contained Atmospheric Protective Ensemble), portable air packs and splash suits.

45. Support subcontractors as necessary.

The above classification and its job description is based on a combination of all of the heritage job classifications listed below, and by that reference includes all work previously performed as part of those classifications.

Mechanic Launch Operations (Cape Atlas)

Mechanic Launch Operations VAFB (Atlas)

Technician Launch Operations Electrical (Cape Atlas)

Technician Launch Operations Electrical VAFB (Atlas)

Inspector – Launch Operations (Atlas)

Field Test Technician (Inspector) (Delta)

Calibration Technician - Launch Operations (Atlas)

Welder- Launch Operations (Atlas)

Aerospace Maintenance

Basic Function

Includes but not limited to the construction, installation, modification, operation, maintenance and overhaul of industrial electrical / electronic systems, HVAC and related equipment utilized in Company buildings, facilities and machinery.

Perform the maintenance, servicing, repair, overhaul, modification and installation of facility machines, equipment, elevators, cranes and automotive equipment.

Occupation requires the installation, operation, checkout, troubleshooting, modification and repair / replacement of environmental control system and related ground support equipment.

Interpret engineering documents, blueprints, circuit diagrams and related operational paper.

Principal Duties and Responsibilities

1. Locate, install, test, repair and modify industrial electronic systems and equipment by interpreting blueprints, wiring and schematic diagrams and following technical, verbal, or written instructions.
2. Checkout, troubleshoot and repair major industrial electrical equipment, including mobile and facility equipment such as cranes, specialized transportation equipment, remote to local aerospace ground transmission equipment, critical facility and launch vehicle air conditioning electrical equipment to maintain proper operation, and the facility power distribution system.
3. Perform complete installation, overhaul, maintenance, repair and modification of such electrical / electronic equipment
4. Develop and fabricate test equipment, test aids, and accessories necessary to accomplish work operations.
5. Perform minor mechanical duties such as those required to gain access to a particular job directly related to performing assigned electrical tasks.
6. Must possess license or certificate as may be required by state and local codes and ordinances.

7. Perform sandblasting of parts, equipment and tools preparatory to painting.
8. Perform application of thermal-protective / corrosion-protective coatings to ground support equipment.
9. Develop test procedures, inspection and surveillance procedures as required. Performs all types of carpentry duties working from blueprints, specifications, material lists, sketches and verbal information received from supervision to plan, layout, construct, repair, and/or modify facilities.
10. May fabricate unusual and irregularly shaped experimental and/or developmental mock-up or ground support fixtures requiring exacting tolerance.
11. Perform overhaul, assemble, install, modify and maintain major aerospace and facility equipment and installations, such as, compressors, pumps, machine tools, lathes, mills, etc.
12. Set-up and/or operate machines and equipment to assure proper function after installation, repair or maintenance.
13. Diagnose and troubleshoot when equipment malfunctions to determine or diagnose nature extent of and corrective action required.
14. Perform minor electrical duties such as those required to gain access to a particular job directly related to performing assigned mechanical tasks.
15. During transportation operations such as spacecraft moves, missile moves, etc., the Aerospace Maintenance personnel will be secondary to Aerospace Technicians.
16. Perform routine maintenance on commercial motor vehicles as required as well as necessary DOT required maintenance / inspection.
17. Perform scheduled maintenance for generators / other facility system equipment.
18. Support sub-contractors as necessary.
19. Have and retain certifications coinciding with motor pool operations. May coordinate the repair and maintenance of motor vehicles ensuring release of vehicles for repair and maintenance as required. Ensures the return of equipment as scheduled and checks equipment upon its return, reporting damage to the supervisor. Prepare equipment records, operations reports and accident reports as required.

20. Checkout, troubleshoot, operate and repair environmental control systems used to simultaneously heat and/or cool space vehicle multiple stage boosters and payloads prior to launch.
21. Perform checkout of the complete environmental control system by proper calibration and fine adjustment of such items as pneumatic controller, transmitters, transducers, pneumatic and reducing valves, regulation valves, pressure gauges, compressors, coils, solenoids, fans and blowers, instrumentation and low voltage controls; including power of the air conditioning equipment. Perform sweat soldering of copper refrigeration tubing.
22. Maintain surveillance of environmental control equipment as required while in operation, when maintenance of critical temperature parameters are required to support tests, spacecraft and/or missile systems integrity.
23. Perform major overhaul and repair of other mechanical and refrigerated air conditioning systems as required.
24. May be required to operate vehicle in connection with performing above duties.
25. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.
26. May require the use of personal protective equipment to include, but not limited to, filtered respirators, SCAPE (Self Contained Atmospheric Protective Ensemble), portable air packs and splash suits.

The above classification and its job description is based on a combination of all of the heritage job classifications listed below, and by that reference includes all work previously performed as part of those classifications.

Electrician- Industrial- Launch Operations (Atlas)

Technician – Environmental Control Launch Operations (Atlas)

Painter- Launch Operations (Atlas)

Carpenter- Launch Operations (Atlas)

Field Maintenance (Delta)

Mechanic - Motor Pool CCAFS (Atlas)

~~Warehouse Worker~~ Aerospace Inventory Specialist

APPENDIX D

LETTERS OF UNDERSTANDING AND SUPPLEMENTAL AGREEMENTS

| | |
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| No. 01 - Mutual Respect | 169 |
| No. 02 - Joint Subcontracting Review Committee | 171 |
| No. 03 - Subcontracting of Maintenance Work | 173 |
| No. 04 - General Subcontracting of Work | 174 |
| No. 05 - Voluntary Benefits | 176 |
| No. 06 - Pension Transition and Seniority | 177 |
| MOU - Warehouse and Inventory Transition Plan | 178 |
| MOU - Job Descriptions - Launch Operations | 180 |
| Strike Settlement Agreement | 181 |

LETTER OF UNDERSTANDING NO. 01

~~May 4, 2015~~ May 2, 2022

~~Mr. Terry Smith~~ Mr. Tony Wirth
IAM Aerospace Territory
~~5400 Fursman Ave~~ 9000 Machinists Place
~~Fort Worth, TX 76114~~ Upper Marlboro, MD 20772

Dear Mr. ~~Smith~~ Wirth:

During the 2015 negotiations, the following understandings were reached:

- ULA recognizes the IAM as the exclusive representative of bargaining unit employees for the purposes of negotiating, wages, hours of work, benefits, and working conditions.
- ULA will train appropriate supervisors and engineers in the proper application of the CBA
- ULA Labor Relations / Human Resources will determine the proper interpretation of the CBA as was intended by the parties through negotiations with the IAM.
 - o Again, ULA supervisors and engineers responsible for interfacing with bargaining unit employees will not interpret the CBA but apply its intent as directed by Labor Relations / Human Resources and determined through the CBA negotiation process.
- ULA will not undermine the IAM with derogatory statements to bargaining unit employees and ULA will properly address these situations should they occur.
- Union officials and bargaining unit employees will be treated with dignity and respect and this is expected to be reciprocated.
- Changes and communications affecting bargaining unit employees will be discussed with appropriate Union representatives in a timely manner.
- The line of communication between Company representatives and Union officials will be constantly enhanced and improved.

- Every reasonable effort possible will be made to approve vacation requests and employees will be denied only for legitimate operational reasons and if denied will receive written notification of the reason for denial.
- The parties will meet periodically at mutually agreeable times and places during the life of the Agreement to discuss progress and problems in any of the above areas.

Very truly yours,

~~Susan Moore~~Amanda Brough
~~Human Resources Director~~Talent Management and Labor Relations Leader
United Launch Alliance

LETTER OF UNDERSTANDING NO. 02

~~May 4, 2015~~May 2, 2022

Mr. ~~Terry Smith~~Tony Wirth
IAM Aerospace Territory
~~5400 Fursman Ave~~9000 Machinists Place
~~Fort Worth, TX 76114~~Upper Marlboro, MD 20772

Dear Mr. ~~Smith~~Wirth:

Pursuant to our discussions on paragraph two (2) of Article 20 "Rights Of Management", Letter of Understanding No. 03 - Subcontracting of Maintenance Work, and Letter Of Understanding No. 04 - General Subcontracting of Work, the parties mutually agree to establish a Joint Subcontracting Review Committee at each site location with the intent to oversee and review the practices pertaining to the subcontract of work in those job classifications listed in Appendix A of the new Labor Agreement.

Each site committee shall consist of six (6) members, three (3) from the Union and three (3) from the Company. The Union's three appointees shall consist of the servicing Grand Lodge/Business Representative (or their designee), a designated Negotiating Committee member from that site, and a designated Union Steward from that site. The Company's three appointees shall consist of the Launch Operations or Production Director, the Engineering and Infrastructure or Subcontracts Director and the Human Resources Manager, or their designees.

Each site's committee shall meet monthly, unless both parties agree no meeting at their location is necessary that month, to review all subcontracting issues, including future proposals concerning bargaining unit work being contemplated for subcontract. Such future proposals must be submitted to this committee no less than sixty (60) days prior to final approval for subcontracting unless there is a situation which has occurred that would make the sixty (60) day notice impractical. In these situations, such proposals shall be submitted to the committee as soon as practical.

The purpose of these reviews shall be for the Union to have an opportunity to review the subcontract for cost comparison and/or discuss issues concerning the feasibility of retaining the work within the bargaining unit where it can be performed competitively within the time parameters needed for its performance. The Union may make proposals

or recommendations that would make it more competitive to retain work rather than subcontract.

Should there be a dispute in this matter the issue(s) shall be forwarded to the Union's Aerospace Coordinator and the Company's Labor Relations Director for a review of the process. The final decision on the issue(s) should it reach this level will be the sole discretion of the Company's Director of Labor Relations.

Very truly yours,

~~Susan Moore~~Amanda Brough
~~Human Resources Director~~Talent Management and Labor Relations Leader
United Launch Alliance

LETTER OF UNDERSTANDING NO. 03

~~May 4, 2015~~ May 2, 2022

Mr. ~~Terry Smith~~ Tony Wirth
IAM Aerospace Territory
~~5400 Fursman Ave~~ 9000 Machinists Place
~~Fort Worth, TX 76114~~ Upper Marlboro, MD 20772

Dear Mr. ~~Smith~~ Wirth:

The Company agrees that it will not subcontract maintenance work (as distinguished from new construction or major modification or rehabilitation work) to be performed on Company premises when the work operations involved have been normally performed by employees in the bargaining unit except in the following instances:

- A. Where peculiar skills or specified equipment are involved which are not available within the Company.
- B. Where short term or peculiar requirements necessitate the need for additional assistance because of an insufficient number of employees then available possessing the necessary maintenance skills to perform work operations within the time required.
- C. Where unusual or one-shot jobs are required which are not usually performed by the Company.
- D. Where the volume of work on any particular job precludes the possibility of its completion within the scheduled time limits.

Very truly yours,

~~Susan Moore~~ Amanda Brough
~~Human Resources Director~~ Talent Management and Labor Relations Leader
United Launch Alliance

LETTER OF UNDERSTANDING NO. 04

~~May 4, 2015~~ May 2, 2022

Mr. ~~Terry Smith~~ Tony Wirth
IAM Aerospace Territory
~~5400 Fursman Ave~~ 9000 Machinists Place
~~Fort Worth, TX 76114~~ Upper Marlboro, MD 20772

Dear Mr. ~~Smith~~ Wirth:

Pursuant to our discussion the parties mutually agree to the following practice pertaining to the subcontract of work in those job classifications listed in Appendix A of the new Labor Agreement.

The management agrees that when work requirements indicate a need for subcontracting personnel on the premises, the following action will be taken prior to initiating a contract for such labor:

- A. Make every reasonable effort to recruit desired skills through the normal employment procedure.
 - (1) Recall qualified employees on active layoff status.
 - (2) Make reasonable effort to recruit qualified personnel, including notifying the President and Directing Business Representative or the authorized alternate, and solicit their ideas for locating qualified applicants.
- B. If these efforts fail to produce sufficient employees to perform the necessary work, the management agrees to notify in writing the President and Directing Business Representative or the authorized alternate of the Company's plan for staffing with subcontract labor, including approximate number of employees and approximate duration of assignment, before entering into an agreement with a subcontractor to perform work on the Company premises. Extensions beyond the Company's plan will be discussed with Union officials prior to extension.
- C. The Company will move as expeditiously as possible while it makes efforts to comply with paragraphs A. and B. of this LOU. However, while doing so, the Company shall have the right to temporarily subcontract in order to satisfy the work requirements that initially "indicate[d] a need for subcontracting personnel on the premises" once discussed with the Joint Subcontracting Review Committee.

- D. When overtime work is available, those qualified employees in the IAM bargaining unit will be given priority to work such overtime over subcontract personnel.
- E. By way of clarification, this letter does not apply to maintenance subcontracting, nor does it apply to or limit the Company's right with respect to the Decatur Operation to designate responsibilities of suppliers/subcontractors to include on-site deliveries, point of use deliveries, confirmation and testing.

Very truly yours,

~~Susan Moore~~Amanda Brough
~~Human Resources Director~~Talent Management and Labor Relations Leader
United Launch Alliance

MEMORANDUM OF UNDERSTANDING

Warehousing and Inventory Transition Plan

Commencing on or about third quarter of 2018, the warehousing and inventory function (currently performed by employees in the classifications of Aerospace Support at the launch sites and Aerospace Production Technician at Decatur) shall be performed by a new classification of employee referred to as Warehouse Worker. Except as specified below, the Company shall hire new employees to perform this function and will transition work to the new classification over a reasonable period of time, not to exceed six (6) months ("Transition Period").

The Warehouse Worker classification shall be members of the bargaining unit. The minimum rate of pay shall be \$15.21 per hour. The maximum rate shall be \$19.21 per hour. Increases and benefits shall be governed by the general provisions of the Collective Bargaining Agreement.

Employees currently performing warehousing and inventory work ("Current Employees") will have the option to either transition into a new job or classification as detailed below, or they can elect to move into the new Warehouse Worker classification at their home site. Should the Current Employee choose the latter option, he or she shall be paid a rate of \$22.21 per hour, with GWI increases and benefits provided in the Collective Bargaining Agreement.

Employees currently on layoff status in the Aerospace Support classification at the launch sites will be recalled as the Company hires for Warehouse Workers and be offered work in that classification. Those who accept a Warehouse Worker position will be paid a rate of \$22.21 per hour, with GWI increases and benefits provided in the Collective Bargaining Agreement. Those who decline recall shall remain on the recall list on the terms set forth in the CBA and not be eligible for severance as set forth below.

Employees currently performing warehousing and inventory work ("Current Employees") who choose to transition into a new job at their home site shall assist in the transition of their current work to the new employees in Warehouse Worker classification. During the Transition Period, Current Employees shall receive reasonable training for their new classification. Current Employees who are transitioned to other positions in this manner shall suffer no decrease in pay as a result of the transition.

If a Current Employee is not physically capable of performing another position, or if, at any time after ninety (90) days (or at any time at the employee's initiative), the Company or Current Employee conclude during the Transition Period that the Current Employee will not succeed in his or her new position with reasonable training, the employee shall have three options:

1. The Company may offer the Current Employee a position at another represented site with no loss in pay. The Current Employee may accept the offered position at his or her option and may relocate at his or her own expense; or
2. The Current Employee may elect to receive one week of severance pay per completed year of service with a maximum of twenty (20) weeks; or
3. The Current Employee may elect to move into a Warehouse Worker position at their home site. Should the Current Employee choose this option, he or she shall be paid the maximum rate for the Warehouse Worker position.

For the purposes of this provision, "reasonable training" is training which allows the employee to become proficient in a position within six (6) months.

NOTE: During 2022 negotiations, the Parties agreed to rename "Warehouse Worker" to "Aerospace Inventory Specialist"

APPENDIX E

Drug Free Work Place

Drug Test(ing) - The process of collecting and testing donor specimens to analyze for the presence of Drugs and drug metabolites in compliance with Company policy and government regulations. For the purposes of this program, the following Drugs and their metabolites are tested for by the Company: (1) Marijuana, (2) ~~Opiates~~ Opioids, (3) Cocaine, (4) Amphetamines, and (5) Phencyclidine (PCP). The cut-off levels will be consistent with Federal Department of Transportation protocols. For the purposes of this policy all Drug collection and testing must be in compliance with the following Federal Department of Transportation protocols: