

# Agreement

Between The

Air Engineering Metal Trades Council  
And Affiliated Unions

And

Abacus Technology Corp.  
Arnold AFB TN  
BCITS II Operations

This contract is made and entered into by and between Abacus Technology Corp., its partners, its successors or assigns (herein referred to as the Company) and Air Engineering Metal Trades Council (AEMTC) and Affiliated Unions, AFL-CIO (herein referred to as the Union).

## **ARTICLE I APPLICATION AND PURPOSE OF CONTRACT**

**Section 1. Application.** This contract applies to the employees in the recognized bargaining unit as set forth in Article II located at the Arnold Engineering Development Complex (“AEDC”), Arnold Air Force Base, Tennessee, for Contract FA8732-15-D-0022, Order Number FA9101-20-R-0001, BCITS II operations, contracted to the Company by the United States Air Force. This Agreement contains all the conditions agreed upon and is effective between the Company and the Union. No agent or representative of either party has the authority individually to alter or to modify the Agreement. Any modification of the Agreement shall be made only by the mutual consent of both parties in writing.

## **ARTICLE II RECOGNITION**

**Section 1. Recognition.** The Company recognizes the Union as the exclusive Bargaining Agent with respect to rates of pay, wages, hours, and other conditions of employment for the employees of the Company in the recognized Bargaining Unit as set forth below.

The recognized Bargaining Unit consists of all of the job classifications set forth in Exhibit A attached hereto, and any new or revised job classifications as may be established in Article XI, Section 2 of this contract. This Agreement applies to those wage employees of the Company who are permanently assigned to Arnold Air Force Base, TN. pursuant to Contract FA8732-15-D-0022, Order Number FA9101-20-R-0001, whether they are temporarily assigned to work inside or outside the confines of the AEDC

Excluded from the Bargaining Unit are all administrative employees, professional employees, co-op education students, supervisory employees and managers as defined in the Labor-Management Relations Act and any other existing job classifications not covered by the above paragraph. No outside business activities will be conducted at AEDC, and no employee may perform work for another contractor/subcontractor currently engaged in work at AEDC.

**Section 2. New Hires.** A Bargaining Unit employee, at the time he is hired, will be notified by the Company that the Union is recognized by the Company as the exclusive Bargaining Agent for the employees in the Bargaining Unit. The Company will notify the Union and appropriate Steward of any new hire(s) into the Bargaining Unit. As part of a new employee’s first day processing, the respective Steward shall be allowed a brief introduction meeting.

**Section 3. Anti-discrimination.** There shall be no discrimination, interference or coercion against any employee because of membership or non-membership in the Union by the Company or any of its agents, and the Union likewise agrees that there shall be no discrimination, interference or coercion against any employee of the Company due to membership or non-membership in the Union.

**Section 4. Equal Employment Opportunity.** The Company and the Union agree to provide equal employment opportunity and affirmative action. The Company and the Union will comply with Executive

Order 11246 and Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, veteran status, or presence of a disability or handicap in connection with employment, demotion, upgrading, promotion or transfer; recruitment or recruitment advertising; rate of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

**Section 4a. Gender Neutral.** Whenever the masculine gender is used in this agreement, it shall also refer to the female gender.

**Section 5. Check off of Union Membership Dues.** The Company agrees to deduct uniform Union membership dues by class of membership from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such dues from his wages each month and to remit such membership dues to the Union. Such check off of membership dues shall continue so long as the employee is continuously a member of the Bargaining Unit, on the payroll, and unless withdrawn in writing by the employee effective as of the first day of March of any year within the life of this contract, or successive contracts, upon the Company's receipt of a written notice from the employee within a fifteen (15) day period immediately preceding the first day of March. The written notice from the employee shall be counter-signed by the Shop Steward and addressed to the Company with a copy to the Air Engineering Metal Trades Council by registered mail. An employee, at any time, may change his authorization for membership dues deductions from one class of dues to another class of dues within the Union. The dues assignment and authorization form is found in "Exhibit B"

**Section 5a. COPE Payroll Deduction Agreement.** The Employer agrees to deduct and transmit to the treasurer of each Union affiliate, the amount of monies deducted per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the AEMTC. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount for each employee.

The COPE assignment and authorization form shall read as follows:

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Employee) (Employee Number)

hereby authorize and direct, \_\_\_\_\_  
(Name of Employer)

from my wages the sum of \$ \_\_\_\_\_ per pay period, and forward this amount  
monthly to the Treasurer of \_\_\_\_\_  
(Name of Union Affiliate)

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local Union. This authorization and the making of payments to COPE are not conditions of membership in the Union or of employment with the Company and I understand that the money will be used by COPE to make contributions and expenditures in connection with Federal Elections. This authorization shall remain in full force and effect until revoked in writing by me. I also understand that my contributions or gift to COPE is not deductible as a charitable contribution for federal income purposes.

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**Section 5b. Indemnification.** The Union agrees to save the Company harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of action taken in the reliance upon the individual authorizations furnished to the Company by the Union or by reason of the Company's compliance with the provisions of sections 5 and 5a. The dues assignment and authorization form is found in "Exhibit B."

**Section 6. Company Recognition.** The Union recognizes that the Company shall exercise the exclusive responsibility for the operation, maintenance and management of the work and areas which the Company or its successors and assigns, under contract with the United States Air Force, is currently operating or may acquire during the duration of this contract, at the AEDC. Such responsibility shall include the right to determine the number of employees, select, assign, direct and layoff the working forces, determine job content, qualifications of employees to perform work, to require and enforce employees to perform work in accordance with company manuals, plans, policies and procedures and AF rules and regulations, discipline employees for just cause provided that the Union rights set forth in this contract, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed, or modified by this clause. The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in any particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way, not in conflict with the Provisions of this Agreement.

### **ARTICLE III UNION BUSINESS**

**Section 1. Stewards.** The Company agrees to recognize one (1) Steward to represent both affiliated Union of the AEMTC. An alternate will be appointed by the Union to cover the absence or unavailability of a Steward. The Steward (or alternate) and committee members will be paid for their time associated with adjudicating grievances, meeting with management, on-site jurisdictional issues, and issues related to this Agreement not to exceed ten (10) hours per month in aggregate, which shall be averaged over twelve (12) months. Stewards will notify their supervisors three (3) business days prior to requiring release for Union business in order to help minimize schedule and work interruptions, provided that in emergency situations the Stewards will provide reasonable notice to a supervisor.

**Section 2. Grievance Committee.** The Company also agrees to recognize a Union Grievance Committee as set forth in Article III who shall be selected by the Union and shall function in the adjustment of grievances.

**Section 3. Labor-Management Committee.** The Company agrees to recognize a Labor-Management Committee to address issues including safety and insurance issues. The function of the Labor-Management Committee is to promote a better understanding between employees and the Company for the mutual interest and welfare of all concerned. The Labor-Management Committee shall consist of the Steward and the Company Program Manager except when mutually agreed on for a particular meeting. Each member of the Labor-Management Committee will have a designated alternate who shall attend in the designated representative's absence. The committee shall meet with the Company upon request, but such meeting shall not interfere with scheduled working hours for participating employees.

**Section 4. Notification.** The Union shall notify the Company in writing of any changes in personnel of the Stewards, President or Secretary of the Council, or of any committee.

**Section 5. Business Representatives and Union Officials.** Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards regarding employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the U.S. Military Services, and other government agencies. The Business Representative shall notify the Program Manager of the date and time of the visit.

**Section 6. Short Term Union Business Leave.** Accredited Union representatives shall be granted a reasonable number of days of leave for union business without pay, not exceeding five (5) calendar days consecutively, to attend conventions or other operations. It is agreed that ten (10) days' notice of such time-off days will be given except in emergencies and that not more than one (1) employee shall be absent at any one time for such purpose, except for council referendum votes, contract negotiations, or by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company. Such leave shall not affect the seniority of employees.

**Section 7. Long Term Union Business Leave.** Any employee whose continued absence of a longer period is necessary because of his duties as an officer or representative of the Union will be given a leave of absence for the term of his office, and be renewable at the Union's request without pay for such purpose. Upon his retirement from such office, he shall be entitled to return to his old position or a position of the same class without loss of seniority, provided he reports for work within fifteen (15) days or when an opening occurs following the expiration of his leave. An employee granted such leave of absence shall return all security identification issued to him.

**Section 8. Bulletin Board.** The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

## **ARTICLE IV GRIEVANCE PROCEDURE**

**Section 1. Grievance.** For the purpose of this agreement, a "Grievance" is defined as a claim or dispute by the Company, an employee, or the Union concerning the meaning, interpretation, application, or alleged violation of this Agreement.

**Section 2. [RESERVED].**

**Section 3. Discussion.** Any employee having a complaint shall, with or without his Steward, discuss the matter with the immediate Supervisor in the section where the alleged violation occurred. In the absence of the affected employee, the employee's Steward shall represent him concerning said complaint. If the complaint is not satisfactorily adjusted, it may be considered a grievance and be referred to the grievance procedure. If there are multiple grievants in response to an action or event in which only one grievant could be given redress, the grievance will be consolidated for purposes of the grievance meeting at each step, unless one of the grievants works a shift other than the day shift.

**Section 4. Grievance Procedure.** Any grievance arising under the terms of this contract or an alleged violation thereof shall be handled in the following manner:

**Step 1.** An employee or group of employees, having a grievance shall first take the matter up with the Steward, who shall attempt to adjust the matter with the appropriate front line supervisory personnel. Unless settlement is reached within five (5) working days, the grievance may be carried to Step 2.

**Step 2.** If processed to this step, the issue will be reduced to writing on a form mutually agreeable to the Company and the Union and submitted by the Union to the Program Manager or a Company designated representative who will hold a hearing within five (5) working days after receipt of the form, with a Union committee consisting of the Chief Steward and one (1) employee and (1) permanent grievance committee member. If a Labor Relations representative is to be present at the hearing, the Union will be represented by a principal officer of the Council. An answer will be given in writing to the Union with a copy to the Steward within five (5) working days after the hearing. Failing satisfactory adjustment, the matter will be referred to Step 3.

**Step 3.** If processed to this step, the written grievance will be referred to the Company's Vice President of Human Resources for final hearing and possible settlement by the designated Company representatives, in person, or via telephone or other remote communication system, and the Union committee. Third step grievance hearing will be held on a mutually agreeable date(s), which is established in advance. An answer will be given in writing addressed to the Secretary of the Council with a copy to the Chief Steward within seven (7) working days after the hearing. If no agreement is reached, the matter may be referred to arbitration in accordance with Article IV.

In order to expedite the procedure, grievances settled in the first step or second step of the grievance procedure will not be held as establishing precedent for future grievances.

**Section 4. Time Limits.** Any grievance not taken up with the immediate Supervisor in the area in which the alleged violation has occurred within seven (7) working days after the occurrence of the incident complained of cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within seven (7) working days after a decision has been rendered by the Company. All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual agreement.

On grievances involving monetary items, time limits do not begin until the employee has received the funds covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event the Company does not answer a grievance within the time limits, the grievance may be processed to the next step in the procedure, to arbitration.

In the event an employee is to be discharged for cause, the Company shall notify the Chief Steward immediately. If the Chief Steward does not agree with the termination, based on review of the facts the Union may within five (5) working days of the termination file a grievance in the third-step of the grievance procedure.

The issue of timeliness of any grievance must be raised at the earliest possible time in the grievance procedure, but in no event later than the third-step hearing.

Grievance hearings shall be scheduled during the grievant's work shift. Members of the Union Grievance Committee will not receive pay for attending grievance hearings held at times other than during their work shift.

## **ARTICLE V MEDIATION/ARBITRATION**

**Section 1. Mediation.** If the grievance is not settled in Step 3 within seven (7) working days, the grievance shall, at the insistence of either party, be submitted for mediation and conciliation. The parties shall mutually contact the Federal Mediation and Conciliation Service (FMCS) requesting assistance in settling the grievance. The FMCS shall assign a mediator to the case. The mediator assigned shall not have the authority to alter, vary, or add to the terms of this CBA. If settlement is not reached, the grievance may be referred to arbitration according to this article. Time limits set forth in this article shall be considered mutually extended while utilizing mediation.

**Section 2. Arbitration Procedure.** Any controversy which has not been satisfactorily adjusted upon completion of the grievance procedure steps and which involves:

- a. the discharge of an employee, or
- b. the interpretation or application of the provisions of this contract, or
- c. an alleged violation of the contract

may be submitted for settlement to the arbitrator within fifteen (15) working days after the final action taken under the third step of the grievance procedure.

The arbitrator for each case will be chosen in the following manner: The parties agree to place all of the names of current active members of the FMCS roster of arbitrators into a selection pool. The parties will alternately draw or randomly select one (1) name from the pool until five (5) names have been drawn. The parties will then alternately strike names until one (1) name remains and the remaining name will act as arbitrator. Both parties have an obligation to disclose any potential conflict of interest with a chosen arbitrator.

Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union.

The arbitrator shall be requested by the Company and the Union to render a decision within thirty (30) calendar days after the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, to disregard, or to modify any of the terms of this contract.

When either party receives the list of arbitrators, they shall contact the other party and inform them of such receipt. If an arbitrator is not selected within thirty (30) calendar days of such contact or a new list of arbitrators is not requested, the grievance will be considered withdrawn.

## **ARTICLE VI SENIORITY**

**Section 1. Seniority.** The seniority of an employee shall be determined by his service employment date, which represents all accumulated unbroken time for which the employee has served as an employee of the Company and all predecessor contractors in the performance of similar work at Arnold AFB with Company or transfer date into the Bargaining Unit, whichever is later. By the term “seniority group” is meant one of the groups consisting of one or more of the labor categories listed in Exhibit A of this contract. Seniority will determine shift preference, layoff, recalls, promotions, transfers, etc.

The lowest last four digits of the SSN (Social Security Number) will determine the greater seniority for same date hires, rehires, or transfers. In the event there is a tie with the last four digits of the SSN, the lowest preceding number is used until the tie is broken.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union. Employees so transferred and who fail to qualify for the job to which they are assigned within a three (3)-months period may be returned to their previous seniority group without prejudice to their rights to later be transferred to the same or another job for which they may qualify.

The Company will provide the Union, within 5 days of occurrence, summaries of the wage employees’ moves to fill openings through permanent promotions, permanent transfers, and employees hired into the Bargaining Unit.

**Section 2. Loss of Seniority.** Seniority shall be lost by an employee under the following circumstances:

- a. When he is discharged by the Company.
- b. When he quits the service of the Company upon his own volition.
- c. When he does not properly report when recalled from layoff, as set forth in Section 9 of this Article.
- d. When he is not recalled during a period of thirty-six (36) consecutive months after being laid off.
- e. When a bargaining unit employee is promoted or transferred to a non-bargaining unit position as provided for in Section 7 of this Article.
- f. When a Bargaining Unit employee who is on a leave of absence as an officer or representative of a Union fails to return to work at the completion of his authorized leave of absence.

**Section 3. Probationary Employees.** A new regular full time employee shall be considered a probationary employee for the first 90 days of employment in a single seniority group and at the end of



this period, if he is retained, his name shall be placed on the seniority list and his seniority shall start from the original date of hire.

A probationary employee shall be allowed to participate in all fringe benefits and use accrued vacation and sick leave after first 60 days of employment.

The Union shall be notified in the event of discharge of a probationary employee. The termination of employment of an employee during the probationary period shall not be subject to the grievance procedure.

**Section 4. Temporary and Casual Employees.** Temporary employees may be hired for a continuous, regularly scheduled position not to exceed twenty four week in duration in a calendar year; however if the work continues beyond twenty fours (24) weeks in a calendar year, the position will be posted in accordance with this Article. Temporary employees will be considered, if qualified, for a permanent new job vacancy after the posting procedure has been exhausted. Temporary employees shall receive holiday pay for holidays that fall within their time of service but shall receive no other benefits, including paid leave.

Casual employees may be hired to perform short-term work assignments and are used on an as-needed basis not to exceed three (3) consecutive weeks in duration per work assignment. If the combined short-term work assignments continue for 24 (twenty-four) or more weeks in a calendar year, the position will be posted in accordance with this Article. Casual employees shall not receive any benefits, including paid leave and holidays.

Temporary and Casual employees shall receive \$3.00 per hour less than the lowest level labor classification within the Seniority Group family (e.g.; Computer Network Tech, Instrument Tech, Telecommunications Tech, Storekeeper) pay set forth in Exhibit A.

Temporary and Casual employees shall not be used for overtime without mutual consent of the company and union.

Temporary and Casual employees shall not be used for Cross Crafting

Temporary and casual employees will be considered in the following order:

1. Qualified employees laid off by the Company
2. Union hall(s)
3. Other recruiting sources

The laid off employee in the classification where the requirement exists will be offered the job first provided they can meet the time requirements.

The Company and the Union agree to meet at six-month intervals to monitor usage of casual employees.

**Section 5. Seniority List.** The Company agrees to compile and furnish every four (4) months to the Union copies of a seniority list showing the seniority of each employee in the Bargaining Unit and employees with return rights to other classifications. Employees shall have fifteen (15) days following the posting of the seniority list or following return from leave or vacation to raise objections as to the correctness of the

list. Additionally, the Company will provide within three (3) months after the signing of this Agreement an employee list identifying all classifications for which they may be eligible in accordance with provisions of Section 8 of this Article. This list will be updated once each year for the duration of the contract.

**Section 6. Promotions.** Promotions of employees within the Bargaining Unit shall be made on the basis of the necessary qualifications as determined by the Company to perform the work and seniority. If qualifications to perform the work of the classification are considered equal, the senior employee shall be given preference. Should the Union disagree with the Company's selection of the employee who is promoted under this section of the contract to the extent the matter is processed through the grievance procedure.

**Section 7. Seniority Status Outside the Bargaining Unit.** A Bargaining Unit employee who is promoted or transferred to a position outside the Bargaining Unit will continue to accumulate seniority for a period of ninety (90) days following the date of his promotion or transfer. Should the employee remain in a Non-Bargaining Unit position beyond the ninety (90) day period, he will lose all seniority accumulated under the contract.

**Section 8. Filling of Vacancies.** In the event of a new job, or a vacancy to be filled, the Company shall post a description of the job or vacancy, its location and rate of pay in the bargaining unit by notifying the union first, by electronic mail. Requirements stated on the job posting will accurately reflect duties of the job to be filled and will be within the scope of the job description.

Consideration will be given any permanent employee who applies/bids on the new job or vacancy within a period of seven (7) working days from the date of the initial posting. Employees temporarily absent or in layoff status may arrange with their Steward to file a job bid form on their behalf.

In case there is no one in a seniority group qualified for promotion under Section 6 of this Article, the Company may fill vacancies in the following manner:

- 1) Promote from within the Bargaining Unit.
- 2) Hire from outside the Bargaining Unit.

A temporary promotion which does not involve all of the substantial aspects of the higher paying skill set, will not necessarily by itself satisfy the minimum qualification requirements of a regular full time assignment in the higher paying skill set. For purposes of full time promotion, candidates must still meet the minimum requirement of the regular full time job.

**Section 9. Layoffs.** When decreasing the work force, probationary employees, apprentices, and interns shall be the first to be laid off from the affected labor category within the seniority group. When it becomes necessary to lay off employees in any seniority group or labor category, the employees with the least seniority shall be laid off first.

An employee scheduled to be laid off shall be given an opportunity to accept an assignment into one of the seniority group/ labor categories, to which he has previously been assigned and held seniority,

provided his seniority exceeds that of any employee in his previously assigned seniority group/ labor category.

If a job opening later occurs in the employee's seniority group from which he was laid off, he shall be recalled to said seniority group if his seniority exceeds that of other employees having recall rights to that seniority group/ labor category. The Company will maintain a special list of individuals that have held seniority in any previous seniority group/ labor category.

**Section 10. Recalling.** Laid off employees will be recalled in reverse order of layoffs within a seniority group. The recalled employee shall return to the former seniority group held at the time of lay off.

Employees being recalled shall be notified by telephone and e-mail, if provided. If telephone or e-mail contact cannot be made, the employee shall be notified by certified mail, mailed to the last address on record in the Company's files. The AEMTC President and/or Recording Secretary will be regularly advised of the notification status. If the Company does not: (1) receive a reply from the employee to said letter within six (6) days from the date of its delivery, as verified via electronic Postal Service records; (2) the employee does not agree to report for work within ten (10) business days after he has received said notification; (3) the Post Office returns said letter to the Company because the addressee has moved; or (4) the employee does not report for work on the date he agreed to report as provided in this section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company.

In case of an emergency, the Company may temporarily fill any vacancy. Laid off employees who are offered jobs of less than forty-five (45) calendar days' duration by the Company will not lose their seniority if they do not accept the offer. Qualified employees may be hired while laid off employees are being recalled.

**Section 11. Seniority During Absences.** Employees will continue to accumulate seniority when absent due to occupational illness or occupational accident. Employees will continue to accumulate seniority when absent due to personal illness for a continuous period of twenty-four (24) months. Seniority will also be accumulated during leaves of absence granted in accordance with Article VI of this contract, and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

**Section 12. Shift or Schedule Preference.** The employee with the oldest seniority within a labor category within a seniority group shall have shift or schedule preference anytime shift or schedule changes occur, but may only exercise this right every six (6) months.

**Section 13. [RESERVED]**

**Section 14. Transfers.** Transfers for a period of more than thirty (30) calendar days are considered permanent, and those less than thirty (30) calendar days are temporary.

An employee who is temporarily assigned to a job classification carrying a rate of pay higher than his regular classification he or she shall receive the rate of pay applicable to the temporary job for all time worked in that temporary job. An employee who is temporarily assigned to a job classification carrying a rate of pay lower than his/her regular classification shall continue to receive his regular base rate of pay while working in the lower classification. At the conclusion of the temporary assignment, the employee will be returned to his original position of record and his original rate of pay restored. Such actions shall

be deemed to be temporary transfer. It is not the intent of the Company to temporary transfer employees for extended periods of time to circumvent the principles of internal promotions.

## **ARTICLE VII ABSENCE**

**Section 1. Leave of Absence.** Employer may grant employees a long-term leave of absence not to exceed twelve (12) months or as otherwise required by law. Should Company policy exceed this amount of leave at any time, employees will be given the benefit of the policy applicable to all other employees. After that time, the employee will be terminated. Employees will not accrue vacation, sick, or holiday time, funeral pay or any other benefits while on leave unless otherwise required by federal or state law. Employees on leave of absence will accrue seniority during this time period but shall not accrue length of service.

**Section 2. Family Medical Leave.** The Company will comply with all the federal and state requirements under any applicable family or medical leave statute. To the extent applicable, the Company will continue to pay its portion of health care premiums for the first twelve (12) weeks of a leave of absence so long as the employee qualifies for federal family and medical leave and continues to pay the employee's portion.

### **Section 3. IDP Extended Disability**

Employees are placed in an extended disability (LOA) status after they have used their sick leave, and accrued vacation. Employees who are in extended disability status will continue to accrue seniority in accordance with Article V Section 11; however, such employees shall neither earn, receive nor accrue length of service for any other benefits nor shall such employees earn, accrue or receive vacation allowance pay, holiday pay, funeral pay or jury duty pay.

The Company will pay the same percentage of the premium cost as the current health plan employer contribution and the employee will pay the same percentage of the premium cost as the current health plan employee contribution. The Company will continue to pay the same percentage of the premium cost as the current health plan employer contribution for Bargaining Unit employees in an extended disability status beginning with the date said employee becomes disabled and remains disabled as determined by appropriate medical authorities as set forth in the contract, but in no event longer than twenty-four (24) consecutive months from the day of disability.

### **Section 4. Military Training/Duty Leave**

- A. Any regular employee who is ordered to report to active duty training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized Military reserves of the United States shall be allowed up to fifteen (15) work days leave per calendar year for such purpose. During such leave, employees shall be paid the difference in their factored rate of pay and their military base pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

- B. Military leave without pay. The Company comply with the Uniformed Services Employment and Reemployment Rights Act.

## **ARTICLE VIII HOURS OF WORK AND OVERTIME**

This article defines the workday, workweek, rest days, and regular work schedule and the manner in which these affect payments made to employees. Nothing in this article shall be construed as a guaranty or limitation of hours worked, nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

For the purpose of this contract, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, overtime premium, work assignment pay outlined in Article XIV, Section 3a and other forms of remuneration. The regular rate is the rate of pay per hour including applicable shift differential and work assignment pay, but excluding overtime premium and other forms of remuneration. No overtime can be worked unless pre-approved by the Company and the AF ACC AMIC SOO.

### **Section 1. Definitions.**

- a. The established workweek for all employees shall be the seven (7) day period beginning at 12:00 a.m. Monday. The workweek shall end for overtime pay purposes at 11:59 p.m. Sunday, unless an employee's fifth workday has not ended.
- b. An employee's workweek shall consist of five (5) days of work (eight (8) consecutive hours each day) and two (2) rest days within the established workweek. The employee's rest days must be consecutive but may fall in two different workweeks.
- c. An employee's work schedule is the days and hours an employee is scheduled to work within his established workweek. For further details, see Section 3 of this Article.
- d. An employee's workday is a period of twenty-four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first work-shift in the established workweek. Each succeeding workday is a twenty-four (24) hour period beginning at the same hour of the day, except that the workday immediately preceding a rest day will end at 11:59 p.m. for employees assigned to a non-overlapping work-shift.
- e. The work-shift is the specific hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek. When an employee's scheduled work-shift overlaps the calendar rest day by thirty (30) minutes or less, the time of overlap will be paid at time and one-half of the regular rate.
- f. Rest days are those days on which an employee is scheduled off during the established workweek. The two (2) rest days may fall on any days and in different established workweeks, but will be consecutive.
- g. An overlapping shift is one in which an employee's scheduled work-shift overlaps two (2) calendar days by more than thirty (30) minutes. The workday of an employee assigned to an overlapping shift is a

twenty- four (24) hour period beginning at the time the employee is scheduled to begin work, on the first work-shift in the established workweek. Each succeeding workday and the employees rest days are twenty-four (24) hour periods beginning at the same hour of the day, except that when an employee's work schedule is changed and the employee's second rest day falls on Sunday the second rest day will not be a twenty-four (24) hour period, but will end at 11:59 p.m. Sunday.

h. Calendar days, for the purpose of Article VIII, will be the twenty-four (24) hour period beginning at 12:00 a.m.

## **Section 2. Normal Hours.**

a. The day shifts (shifts with starting times between 5:30 am and 7:30 am Monday will consist of eight and one- half (8-1/2) hours and will include a thirty (30) minute unpaid lunch period. The lunch period may be taken within thirty (30) minutes before or after the employee's normal lunch period. Lunches not observed during this one and one-half (1-1/2) hour period at the direction of the Company will be counted as hours worked and paid at the appropriate rate.

b. The normal second or fixed evening shift shall consist of five (5) days of eight (8) consecutive hours beginning between 2:00 and 4:00 p.m. Monday.

c. The normal third or fixed late night shift shall consist of five (5) days of eight (8) consecutive hours beginning between 10:00 p.m. Sunday and 12:00 a.m. Monday.

d. Odd shifts are those shifts that are neither fixed nor rotating and may begin at irregular hours or on irregular days in the established workweek. Employees working odd shifts will be scheduled for eight (8) consecutive hours and five (5) days per week.

e. Changes in the normal number of hours per day or per week may be made by mutual agreement of the Company and the Union.

f. It is understood that all shifts will be posted in accordance with Section 3a.

## **Section 3. Work Schedules.**

a. An employee's regular work schedule is his five (5) scheduled workdays within the established workweek, such schedule to be determined by the Company and posted (posting may be accomplished by email to the Union) if changed at least by the end of the day shift on Thursday of the previous week.

If operational requirements change, employees may be assigned to a new regular work schedule provided the new regular work schedule is properly posted without the payment of premium pay providing a minimum of twenty-four (24) hours will elapse between the end of their last work-shift in one workweek and the beginning of their first work-shift in the following workweek.

b. A minimum of twenty-four (24) hours' notice in advance of the beginning of a new shift shall be given employees of any change in the posted hours. An employee who has not received twenty-four (24) hours' notice in advance of any shift change will be paid time and one-half (1-1/2) for the first eight (8) hours of such change. Employees required to change shifts a second time within the workweek will be paid time and one-half (1- 1/2) for the first eight (8) hours of the second change.

c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the second rest day within the established workweek shall be considered to be Sunday.

d. All absences with pay shall be counted as time worked for overtime considerations.

**Section 4. Work Schedule Optional.**

Employees may be assigned to a work schedule consisting of four (4) consecutive scheduled workdays within the established workweek with each scheduled workday consisting of ten (10) scheduled hours of work. When so assigned to this schedule, hours worked over ten (10) in a workday, hours worked on the first rest day, the first eight (8) hours worked on the second rest day, or all hours worked within the workweek in excess of forty (40) shall be paid at time and one half.

Hours worked in excess of twelve (12) in a workday, hours worked in excess of eight (8) on the second rest day, and hours worked on the third rest day shall be paid at double time. Such schedule will be determined by the Company and posted at least by the end of the day shift Thursday of the previous week.

**Section 5. Time and One-Half.**

Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of forty (40) in the established workweek, or
- b. For hours worked in excess of 8 in the workday.
- c. For the first eight (8) hours worked on Saturday or for the first eight (8) hours worked on the employee's rest day in the established workweek.

**Section 6. Double Time.**

Overtime at the rate of two (2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of twelve (12) during any workday, or
- b. For hours worked in excess of eight (8) on the employee's first rest day in the established workweek, or
- c. For all work performed on the employee's second rest day in the established workweek. And for those continuous hours which begin before 12:00pm Sunday and continue after 12:00 pm Sunday prior to the beginning of the employee's posted work-shift.
- e. For all continuous hours worked in excess of twelve (12).

## **Section 7. Pyramiding of Overtime.**

The allowance of overtime pay on any hour for which an employee receives compensation eliminates that hour from consideration for overtime pay on any other basis. If overtime worked falls under two (2) or more pay rates, the higher rate shall prevail in determining overtime pay.

## **Section 8. Offsetting Overtime.**

An employee shall not be required to take time off from his regularly scheduled normal workweek in order to offset overtime.

**Section 9. Assigning and Posting Overtime.** Opportunities for overtime work assignment shall be divided as equally as reasonably practical among qualified employees who regularly perform the work during non-overtime hours. The lowest person on the overtime list that is available will be asked first. If declined the next person on the list is asked. If nobody accepts, the first man is forced and charged double hours worked.

An overtime list will be maintained by the Union and a list of overtime payments will be kept by the Company and made available to the Union for examination at any time. The Company agrees to meet at the request of the Union when the overtime list indicates that steps should be taken to narrow the differential and to reduce excessive overtime.

Overtime hours, before they are posted on the overtime record, will be translated into the equivalent straight-time hours to the nearest one-tenth (1/10) hour, i. e., one (1) hour paid at double time will be posted as two (2) hours. Hours worked on holidays are not overtime and will not be posted as such on the overtime list. All hours worked on holidays shall be offered on the basis of seniority within an overtime list. If an employee is offered overtime and refuses, for any reason, he will be charged on the overtime list for the hours refused. If it is necessary, after first offering the overtime to all the employees on the overtime record, to direct the low employee on the overtime record to work; he will be charged for the hours refused in addition to the hours that he is directed to work.

The Company and the Union will review all overtime distribution lists the first week of April and July of the contract year for the purpose of reducing problems of the overtime list.

A new employee, at the end of his probationary period, will be charged with the same amount of overtime hours as the highest man within his labor category, on his overtime list.

A temporary supervisor will not be offered Bargaining Unit overtime, unless he is physically located four (4) hours prior to the end of the shift back into the Bargaining Unit. A temporary Supervisor shall be returned to the craft overtime list in relative position at the end of the temporary Supervisor assignment.

An employee who is absent because of illness or a disability will not be offered overtime and will be removed from the applicable overtime list. Upon returning to work from such illness or disability he will be replaced on the overtime list in the relative position to the high man (the same differential of hours) as he held prior to becoming ill or disabled. An employee who incurs a limitation because of an illness or disability which prohibits overtime assignments will not be offered overtime and will be removed from the overtime list during such restriction. When able to work overtime, he will be replaced on the overtime



list in the relative position to the high man (the same differential of hours) as he held prior to becoming ill or disabled. An employee whose restriction does not prohibit overtime assignments will be offered overtime. The determination as to whether an employee with a restriction can or cannot accomplish a particular overtime assignment shall be made by the Supervisor.

An employee who is instructed by his Supervisor to work unscheduled overtime after the end of his shift will be offered a minimum of one (1) hour. If the work is completed in less than one hour, the employee may elect to clock out, but will not be paid for the remaining time in the hour.

Employees who have scheduled four (4) or more hours of vacation will not be asked to perform overtime work during this period. Employees who have scheduled at least four (4) hours vacation at the end of a shift will not be offered overtime until he properly reports for the next scheduled work shift.

An employee who has scheduled at least four (4) hours of vacation at the beginning of a shift will not be offered overtime from the end of his last scheduled work-shift prior to the scheduled vacation until he properly reports for his next scheduled work-shift.

#### Section 10. Holidays.

**Section 1. Designated Holidays.** The following holidays will be considered paid holidays and will be paid at the Straight Time rate of pay:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. An employee's holiday will be the twenty-four (24) hour period beginning at the time the employee is scheduled to begin work on his work-shift which starts during the calendar holiday.

Section 3. Pay at the rate of one and one-half (1-1/2) times the regular rate of pay, in addition to holiday pay, will be paid for the first eight (8) hours worked on the above holidays. Hours worked in excess of eight (8) will be paid at the rate of two (2) times the regular rate of pay, exclusive of any holiday pay. Eight (8) hours' pay at straight time shall be given to all employees who are normally scheduled to work on the above holidays but who are not permitted work by the Company.

Section 4. When a recognized holiday falls upon an employee's first scheduled rest day, the workday immediately preceding shall be observed as his holiday; when a holiday falls upon his second scheduled rest day, the next succeeding scheduled workday shall be observed as his holiday. If a designated holiday occurs during an employee's vacation, the employee will receive eight (8) hours' pay at straight time and the holiday will not be charged against the employee's accrued vacation. If any employee is asked and works when the Company is authorized to be closed on a holiday, they may individually choose: (1) to be paid one and one-half (1-1/2) times their regular rate of pay, plus holiday pay; or (2) schedule the Holiday time off with advance approval during sixty (60) calendar days immediately following the Holiday. The Holiday hours not taken will be forfeited at the end of the sixty days.

Section 5. If an employee works a minimum of thirteen hundred (1300) consecutive hours, is laid off, and then recalled within ninety (90) calendar days and the employee loses holidays during the period of layoff, the Company will credit the employee with days of vacation equivalent to the number of holidays lost. An employee who does not declare their preference for receiving Holiday pay or to take the Holiday hours at another time will be paid their Holiday pay in their next regular paycheck.

### **Section 11. Call-In.**

Call in does not follow the overtime list and can be by proximity of location. An employee who is notified by the Company to report for work outside of his regular shift shall receive not less than the equivalent of three (3) hours' pay at time and one-half (1-1/2) his regular rate for such call-in, regardless of time it takes to complete the work; however this guaranty is not applicable under the following conditions:

- a. An employee is notified prior to the end of his previous work-shift of an early starting time on the next work-shift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside his regular shift, does not report at the specified time or within a reasonable period thereafter.

### **Section 12. Reporting for Work.**

Any employee who properly reports for work on his regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours' pay at his regular hourly rate, unless he has been notified not to report to work at least by the end of his last regular shift. The most senior volunteer will have the option of being relieved of duty within a classification, within an overtime list when it is reasonable to do so before the junior employee is relieved of duty.

**Section 8. Lost Time.** The Company will use one –tenth (1/10) of an hour as a unit in computing tardiness. If an employee clocks in from one (1) to six (6) minutes late, the employee will lose pay for one tenth (1/10) of an hour. For tardiness beyond six (6) minutes, the regular procedure of computing time lost in increments of one-tenth of an hour will apply. Employees leaving the job early will be considered tardy as if they reported to work late. Employees shall not be required or permitted to work during the period of tardiness. The foregoing shall not be considered a limitation in the right of the Company to take disciplinary action for repeated or unexcused tardiness.

**Section 9. Exchange of Jobs.** When an employee is assigned to a higher paid job, the employee will receive the higher rate of pay for the time worked in the higher paying job classification.

## **ARTICLE IX VACATION**

**Section 1. Vacations.** Regular full time employees shall receive vacations in accordance with their Company Service. Time spent in layoff, leave of absence exceeding thirty (30) days, and other separations from the payroll will not be computed in determining length of Company service.

**Section 2.** Regular full time employees will be credited with vacation hours on a per pay period basis in accordance with their Company service. Vacation hours not earned can only be advanced to the employees by special agreement with the Company and no employee will be allowed to schedule vacation until after sixty (60) days of employment. The maximum year end accrual will be Two hundred forty (240) hours. Regular full time employees will accrue vacation on a per pay period basis in accordance with the following schedule.

<b>Years of Company Service</b>	<b>Accrual per Month of Employment</b>
<u>0 to less than 5</u>	<u>8 hours</u>
<u>5 to less than 10</u>	<u>9 hours</u>
<u>10 to less than 15</u>	<u>11 hours</u>
<u>15 to less than 20</u>	<u>13 hours</u>
<u>20 to less than 25</u>	<u>14 hours</u>
<u>25 to less than 30</u>	<u>15 hours</u>
<u>30 over</u>	<u>16 hours</u>

## **ARTICLE X SICK LEAVE**

**Section 1. Sick Leave.** All employees will utilize the sick leave/IDP (Integrated Disability Plan) which consists of an initial balance of 40 hours and shall receive fifty-six (56) hours of sick leave per year to be accrued at the rate of one hour of sick leave for every thirty (30) hours worked and all accrued sick leave shall be reflect on an employee’s wage statement each pay period.

**Section 2. Sick Leave Uses.** Employees may use for:

- a. An employee’s physical or mental illness, injury or medical condition;
- b. Obtaining diagnosis, care, treatment, or preventive care from a health care provider;
- c. Caring for a child, parent, spouse, domestic partner, family member, or other individual related to the employee with a physical or mental illness, injury or medical condition, or the need for diagnosis, care, treatment or preventive care;
- d. If the employee or an employee’s family member is the victim of domestic violence, sexual abuse or assault, or stalking and requires related diagnosis, care, treatment preventive care, or social or legal services; or
- e. If the Company, government client, or the employee’s child’s school or place of care is closed due to a public health emergency.

**Section 3. Carry Over and Payout.** Employee may carry over no more than fifty-six (56) hours of sick leave from one calendar year to the next. There shall be no payout of sick leave.

**Section 4. Conditions of Payment for Sick Leave.** Employees must provide adequate notice to a supervisor in accordance with Company policy in the event the employee will not be reporting to work and taking sick leave.

**Return to Work.** All sick leave absences longer in duration than three (3) consecutive days require a licensed physician to submit a release to return to work.

## **ARTICLE XI WAGES**

**Section 1. Wage Schedules.** The Company and the Union agree that wage rates shown, as Pay Scales in Exhibit A.

**Section 2. New or Revised Classifications.** When it is necessary to establish a new classification or revise an existing classification, the Company and the Union will negotiate a job title and a wage rate for the new or revised classification.

**Section 3. Promotions.** An employee promoted to a higher classification will receive the starting rate of the new classification.

**Section 4. Demotion.** When an employee is demoted to a lower paying classification, either at his own request or when no other work is available that he can perform, he shall receive the wage rate for the lower classification.

**Section 5. Pay Day.** Payday shall be semi-monthly and employees will be paid on 10<sup>th</sup> & 25<sup>th</sup> of each month or earlier if it falls on a weekend or holiday. Paychecks will be by direct deposit into an account authorized by the employee, to the Company.

**Section 6. Shift Differential.** A shift differential will be paid to employees who are assigned to these shifts only:

- a. 2nd shift – \$1.50 per hour.
- b. 3rd shift – \$3.00 per hour.

This differential shall not apply for shift overlaps of less than one (1) hour. Employees working overtime will receive the shift differential, if any, in effect during such overtime hours.

**Section . Overtime Lunches.** Any employee, upon the completion of twelve or more continuous hours of work, excluding his regular lunch period, will be paid a meal allowance of five dollars (\$5.00).

**Section 8. Saturday and Sunday Premium Pay.** Employees who are scheduled to work on Saturday as a part of their regular work schedule shall be paid fifty cents (\$.50) per hour in addition to their regular rate for Saturday's work. Employees who are scheduled to work on Sunday as part of their regular work schedule shall be paid one dollar (\$1.00) an hour for work performed on Sunday. The fifty cents (\$.50) premium paid for Saturday and the one dollar (\$1.00) premium paid for Sunday shall not be considered

in determining overtime payments nor shall they be considered for employees who are working overtime on Saturday or Sunday.

**Section 9. Pay Errors.** The Company agrees that should the Company make an error in the employee's regular rate of pay in excess of \$50.00 at no fault of the employee (including failure to properly complete and submit time sheets), the Company will pay the employee any deficit in pay within three (3) business days of being notified of and confirming the error. Pay errors in amounts less than \$50.00 will be paid on the next regular payroll.

## **ARTICLE XII BENEFITS**

**Section 1. Retirement Savings Plan.** The Company shall make available to all eligible wage employees a Retirement Savings Plan ("Plan"). The employee can make contributions to the Plan during the life of this contract. The 401(k) employee contribution maximum may be the maximum percent (%) allowable by ERISA. The Company shall make contributions to the Plan as set forth in Exhibit A.

**Section 2. Health Insurance.** The Company will offer to regular full time wage employees the National Electrical Contractors Association (NECA) Family Medical Care Plan #16. The benefits are set forth in the booklets entitled National Electrical Contractors Association (NECA) Family Medical Care Plan (FMCP) #16 description. The cost and coverage of the NECA Medical Care Plan will be subject to review once every twelve (12) months by the Company, and no later than December 1 of each calendar year. The only factors the Company may consider for changing the group health insurance carrier is cost and coverage. Cost and coverage information for other plans being considered will be provided to the Union upon request.

a. Termination of Coverage. An employee's eligibility for health insurance premium payments from the Company will terminate in upon termination of employment. Continuation coverage rights have been modified in accordance with federal regulations as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

b. Payment Percentages. The parties agree that they will share any increase in premiums in the same employer/employee contribution percentages as set forth in Exhibit A subject to the cap set forth in Exhibit A. The employee will be responsible for payment of one-hundred percent (100%) of the premiums above the Cap, as defined below.

c. Cap on Contributions. The company will pay medical insurance premium cost increases up to a certain percentage above the previous year company contribution rate ("Cap"). The parties agree that the baseline premium amount from which the Cap is calculated will be the family, employee + spouse, employee + child(ren) and individual adjusted coverage rates (medical and dental combined) as shown above and proposed by the NECA Plan #16 medical insurance coverage.

d. Cost of Coverage. The anticipated cost of coverage for each plan is set forth in Exhibit A for each year. If the total cost for insurance is less than the amounts identified in Exhibit A, or if an employee declines health care coverage, any balance of the Company contribution that would otherwise be paid shall be contributed to another Company offered bona fide benefit plan.

**Section 3. Group Benefits.** Employees will be offered the group benefits as specified in this Agreement.

The current package of benefits (in which the cost is currently shared by the employee and the Company in some cases) shall include but is not limited to:

- a) Basic Life Insurance and Accidental Death & Dismemberment (AD&D) Insurance
- b) Long Term Disability Insurance
- c) Short Term Disability Insurance
- d) Medical/Dental/Vision Insurance
- e) Employee Assistance Program

**Section 4. Voting Time.** An employee who is unable to vote before or after his regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising his franchise to vote in local, county, state, and federal elections, provided such employee presents evidence indicating eligibility to vote to a supervisor. Payment will be made at the employee's Straight Time rate of pay. An employee shall not be eligible for Voting Time pay should the employee's Workday commence three (3) hours after the opening of the polls or end three (3) hours prior to the closing of the polls.

**Section 5. Jury Duty.** An employee who is called for jury duty shall be excused from reporting to work upon presentation of a summons from a court to the employee's immediate supervisor as far in advance as possible from the date of the employee's absence. An employee who has been summoned to appear before the Grand Jury, where the employee is not the accused, shall be excused from work upon presentation of a letter from the Clerk of Court to the employee's immediate supervisor. When the employee, who has been excused, returns to work, the employee shall be paid the different between the employee's normal Straight-Time pay and the fees the employee receives from the Court. Only the number of days spent in jury duty service at the Court is to be counted in calculating payment. The Company shall be in compliance with any state or local laws regarding jury duty service and any such laws shall have precedence over the language in this Section.

**Section 6. Funeral Pay.** A regular, full-time employee shall be granted funeral leave in accordance with Company policy for the purpose of making arrangements for or attending the funeral of an "immediate" family member. Currently, Company policy allows for up to three (3) days leave with pay per occurrence. An employee may take additional days off if needed and may choose to use accrued paid leave or unpaid time off. "Immediate" family member is defined as an employee's spouse, child or other persons with whom the employee has a "loco parentis" relationship, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, daughter-in-law, son-in-law, step-parent, domestic partner, sibling, sibling-in-law, son or daughter of the employee's spouse or domestic partner, or any relative living in the household of the employee or domestic partner.

**Section 8. Severance Allowance Pay.**

a. Eligible employees shall be paid a severance allowance when they are terminated because of a reduction in force (subject to the provisions of paragraph b. through f. of this Section). Severance allowance shall be paid to eligible employees in a lump sum at the time of termination. The amount shall be determined in accordance with the following table:

<b>Years of Service at Termination</b>	<b>Paid Straight Time Rate on Date of Termination</b>
<u>Under 1 year</u>	<u>None</u>

<u>More than 1 yr. but less than 3 years</u>	<u>40 hours</u>
<u>More than 3 years but less than 5 years</u>	<u>80 hours</u>
<u>More than 5 years</u>	<u>120 hours</u>

1) The most recent hire, rehire, or recall date will be used in determining the employee's length of service. Employees shall not receive credit for Company service for leaves of absence of more than thirty (30) calendar days for time spent in layoff or other separations from the payroll.

- a. If a succeeding contractor replaces the Company for any or all the work performed under contract with the USAF at the AEDC and the Company's employees are reduced in force because of such action, such affected employees will not be eligible to receive a severance allowance if employment continues with the succeeding contractor.
- b. If a succeeding contractor replaces the Company for any or all the work performed under contract with the USAF at AEDC, for each employee who is not employed by or is not offered a position by the successor contractor, the employee shall be paid a severance allowance based on his length of service with the Company. If within one (1) year after termination by the Company, the employee accepts employment by or enters into an agreement for subsequent employment by the succeeding contractor, the employee must refund to the Government, pursuant to the signed certificate, the portion of severance allowance paid for his length of service with the Company from July 1, 1974, through his last date of employment by the company.
- c. Employees who do not sign a certificate as provided in paragraph b. above shall not be paid a severance allowance.
- d. For each employee paid in accordance with Paragraph c., the Company will report to the Government the length of service for each employee from July 1, 1974, through his last date of employment with the Company. Such length of service will be credited to each employee so reported as agreed to between the Government and the succeeding Contractor.
- e. An employee declining an employment offer from a successor contractor will not be eligible for severance pay.

Employees with seniority date prior to September 30, 2004 will maintain accrued severance from successor contract to be capped at two hundred (200) hours.

## ARTICLE XII CONTINUITY OF OPERATIONS

**Section 1. Continuity of Operations.** There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any Company employee or employees in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

## ARTICLE XIV

## PHYSICAL EXAMINATIONS

**Section 1. Physical Examinations.** An applicant for employment, as a part of the employment process, must meet certain minimum standards of health and physical fitness as determined by a physical examination. The physical examination will be given by a licensed physician appointed by the Company.

Periodic physical examination of employees will be carried on or may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees.

**Section 2. Ability to Work after Injury, Illness or Physical Impairment.** Employees' physically handicapped and/or restricted as a result of occupational or non-occupational illness or injury shall be given special consideration for continual employment in accordance with the requirements of Workers' Compensation or the Americans with Disabilities Act.

Employees' physically handicapped and/or restricted as a result of occupational or non-occupational illness or injury shall be given special consideration for continual employment. The Company will assign such employees to work that they can perform within their limitation if alternative work assignments is reasonably available to perform. If the Union or the employee disagrees with the work assignment, the Union or employee may process the grievance through the grievance procedure set forth in Article IV.

## ARTICLE XV SAFETY

**Section 1. Protective Equipment.** Where necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment.

**Section 2. Good Housekeeping.** The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

**Section 3. Safety Committee.** A Safety Committee composed of Union and Company members designated by the charter, is hereby established. This Committee will meet at regular monthly intervals to consider safety problems and make recommendations for adoption to the Company.

**Section 3. Hazardous Work.** Employees may refuse to perform extremely hazardous jobs until a written determination is made by a member of the Company's Safety Office that necessary precautions are being observed.

**Section 4. Drug-Free Work Force.** Both parties agree that any drug abuse policy published by the Company shall not exceed the requirements of the Drug-Free Work Place Act of 1988 and applicable Department of Defense and Department of Transportation regulation and includes the expanded Air Force and DOT drug testing panel.

Abacus shall establish a program that provides for the testing of illegal drugs and alcohol abuse by "employees in sensitive positions" defined as employees who have been granted access to classified information or employees in other positions that the contractor determines involve national security, health or safety or function other than the foregoing requiring a high degree of trust and confidence.

Now therefore it is agreed as follows:



1. All employees represented by AEMTC at AEDC will be considered as employees in sensitive positions
2. Alcohol and drug testing may be required of the following:
  - a. Employees who are or will be assigned to sensitive positions
  - b. When there is reasonable suspicion that an employee uses illegal drugs or is violating this program on alcohol and drug abuse.
  - c. As part of a follow-up to alcohol and drug counseling or rehabilitation.
  - d. When and employee has been involved in an accident or unsafe practice.
  - e. As part of a random drug testing program.
  - f. Employees subject to random testing pursuant to DOT regulations.
  - g. Applicants and new hires for employment.
  - h. As required in writing by the AEDC contracting officer.
  - i. Recall from layoff (unless the employee has been tested and a negative result reported within the previous ninety (90) days).
  - j. As part of an annual or periodical physical examination for employees that have to hold DOT licenses (unless the employee has been tested and a negative result reported within the previous ninety (90) days).
3. If requested by the employee, the testing facility will collect a split sample. If an employee tests positive, before the Company meets with the employee to discuss the test results, the Company will advise the employee of his right to have Union representation, and, if requested, the interview will not take place until an available union representative is given the opportunity to be present. Employees are subject to the provisions of the company's substance abuse policy and procedure including the disciplinary policy established there under.

**Section 6. Occupational Injury.** Any employee who suffers an injury while at work shall report the injury to the employee's supervisor as soon as possible after having reason to know of a possible injury.

## **ARTICLE XVI PROTECTIVE SECURITY**

**Section 1. Protective Security.** The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the United States Government. It is recognized that the Company has agreed not to employ any person designated by the United States Government whose employment is considered prejudicial to the government and to remove from the work and exclude from the Arnold Engineering Development Complex any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government. Furthermore, all members of the Union, the Company and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the United States Air Force. The Arbitrator provided for in Article V of this contract shall not make any decisions that conflict with security regulations adopted by the United States Air Force.

**Section 2. Proprietary Information.** The Union and the Company agree that they will do their utmost to protect proprietary information.

## **ARTICLE XVII**

## **JURISDICTIONAL BOUNDARIES**

**Section 1. Job Assignments.** The Company will assign employees to duties in accordance with Article XIV, Section 3.

**Section 2. Settlement of Jurisdictional Disputes.** Determination of jurisdictional boundaries is the responsibility of the Local Unions of the Council which have been duly designated to represent employees. Therefore, when work boundaries between crafts have been clearly established by: a) custom, practice, and tradition; b) agreements between national or international unions, or agreements between crafts within an international union; or c) decisions or awards rendered by appropriate bodies the employees represented by each such union shall perform the work as determined by these boundaries. Appropriate bodies as referred to in this Article are defined as those which the disputing unions by agreement or through participation in such bodies recognize as having the authority to make such awards and decision.

In the absence of established work boundaries, the Company shall assign the work in accordance with custom and practice in the vicinity. In the absence of custom and practice in the vicinity, the Company shall assign the work to those employees who in its judgment are best qualified to perform the work, with due regard to practices of employers outside the vicinity which the disputing Unions represent.

If, after work has been assigned on this basis, the Unions reach agreement or if an appropriate body renders a decision on the award which conflicts with the Company's assignment of work, the Company agrees to alter its assignment to conform to such an agreement or award as soon as possible and in any case within fifteen (15) working days, except when the period is extended by agreement between the Company and officers of the Council.

A grievance relating to jurisdictional disputes and/or misassignment(s) of work shall not be placed into the grievance procedure, Article III of the Agreement, including the discussion stage. Should the Stewards not reach agreement resolving a disputed assignment of work, the moving Union shall refer the dispute to the Union's internal mechanism and/or Metal Trades Department Jurisdictional policy. Should the individual Steward(s) agree on a resolution to the dispute the council shall notify the Company of the jurisdictional agreement(s). The Council shall notify the Company of jurisdictional agreements or disagreements, which affect the assignment of work by the Company.

**Section 3. Union-Employer Cooperation in Craft Jurisdiction and Work Practices.** In order to improve operational efficiencies, the AEMTC and its affiliated unions agree to perform limited cross-craft work assignments, as defined in this article, to accomplish all the work covered by this agreement. The Company and the Union agree that a fully motivated, efficient work force is essential to achieving the mutual objectives of continuing to be the best aerospace test center in the world.

The Company recognizes the benefits of traditional craft jurisdictions in a highly sophisticated and technologically advanced environment. The Company has invested substantial time and money in equipment and training of its employees in developing and fostering valuable craft skills. However, the realities of reduced workloads and low times of testing necessitate a change to this historical approach.

The Company is not looking for total interchangeability. Further, cross-craft assignments shall not be used for the purpose of depopulating affiliates of the Union or to eliminate any job classification. Cross

craft assignments shall not be used for overtime.

The Company has the responsibility to improve its methods, processes, scheduling, planning, and training within the occupational titles. All facilities, tools, and equipment should be adequately maintained for craft manpower to be more productive and efficient.

The Company may assign work cross-craft to employee(s) who have the skill, ability, and experience to perform the work safely. The Company shall not place the employee(s) or others at risk of personal injury because of these cross-craft assignments. Job assignments are not to exceed 16 hours in a classification within a specific job or project within a work week. The Steward shall be notified prior to crossover assignments.

Each individual employee has the responsibility and authority to stop work if they have reason to believe an assignment puts the employee(s) at excessive or unnecessary risk. All work assignment guidelines apply uniformly during regular and overtime hours.

## **ARTICLE XVIII GENERAL**

**Section 1. Work Performed by Non-Bargaining Unit Personnel.** Non-bargaining unit personnel shall not do bargaining unit work, which will deprive bargaining unit employees of jobs regularly performed by them. This shall not prevent Non-bargaining unit personnel from performing necessary functions of instruction or assistance to employees.

**Section 2. Uniforms.** If any employee is required to wear any kind of uniform as a condition of his continued employment, the Company will furnish, replace, repair, launder, and clean the uniforms, it being understood that shoes (except safety shoes), socks and underclothing are not considered as items of uniform. The uniforms and equipment so worn shall be prescribed by the Company, and no deviations from the Company requirements shall be practiced except with the consent of the Company.

**Section 3. Discharge or Suspension.** In as much as the Company performs all work covered by this Agreement for the Government in accordance with the Company's contract with the Government, the Government may direct the Company to remove certain individuals. It is understood that the Company may terminate any employee if directed to do so by the Government. Notwithstanding anything to the contrary contained in this Agreement, if the Government denies an employee access to the work site, the employee will be immediately suspended without pay and terminated if unrestricted access has not been restored to the employee within ninety (90) days. Such suspension and termination under this paragraph is not a grievable matter. In the event that such Government Agency following the taking of such action advises the Company in writing that such an employee is no longer restricted from access to Government-managed property or restricted from work on or access to classified information and material, the Company shall promptly reinstate the employee with seniority, to the same job classification held at the time such action was taken, subject to the applicable seniority provisions of the Agreement, if he/she promptly applies for such reinstatement.

## **ARTICLE XIX DURATION**

**Section 1. Duration.** Except as it may be amended hereafter by written mutual agreement of the parties, this contract shall become effective on January 31, 2021 and shall continue in effect until March 31, 2025 and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify provisions of the contract, provided, that if the Company shall cease to perform work at the Arnold Engineering Development Complex this contract shall automatically terminate, and the rights and obligations of both the Union and the Company hereunder shall automatically cease except with reference to those employees covered herein who shall remain in the employ of the Company for the purpose of performing work arising from the termination provisions the Company's contract with the United States Air Force, and as to such employees this contract shall continue in effect until termination of employment of such employees.

**Section 2. Savings Clause.** This contract is subject to provisions of any Federal or State statutes, present or future, which may affect the terms or provisions herein.

**EXHIBIT "A"**  
**WAGE RATES**

**4% annual General Wage Increase (GWI) effective February 1<sup>st</sup> each year.**

Seniority Group	2/1/2021 Per Hour	2/1/2022 Per Hour	2/1/2023 Per Hour	2/1/2024 Per Hour	2/1/2025 Per Hour
Computer Network Tech III	\$37.59	\$39.09	\$40.65	\$42.28	\$43.97
Computer Network Tech IV	\$39.42	\$40.99	\$42.63	\$44.34	\$46.11
Computer Network Tech V	\$39.94	\$41.53	\$43.19	\$44.92	\$46.72
Computer Network Tech Lead	\$41.10	\$42.74	\$44.45	\$46.23	\$48.08
Instrument Tech III	\$37.59	\$39.09	\$40.65	\$42.28	\$43.97
Instrument Tech IV	\$39.42	\$40.99	\$42.63	\$44.34	\$46.11
Instrument Tech V	\$39.94	\$41.53	\$43.19	\$44.92	\$46.72
Telecommunications Tech III	\$37.59	\$39.09	\$40.65	\$42.28	\$43.97
Telecommunications Tech V	\$39.42	\$40.99	\$42.63	\$44.34	\$46.11
Telecommunications Tech V	\$39.94	\$41.53	\$43.19	\$44.92	\$46.72
Storekeeper	\$28.79	\$29.94	\$31.14	\$32.38	\$33.68
Storekeeper Lead	\$30.16	\$31.37	\$32.62	\$33.93	\$35.28

**RETIREMENT SAVINGS ACCOUNT CONTRIBUTIONS**

a) For Employees hired after October 1, 2013, the Company shall contribute to the 401(k) for hours worked at the following rate:

<u>Age</u>	<u>2/1/2021</u>	<u>2/1/2022</u>	<u>2/1/2023</u>	<u>2/1/2024</u>	<u>2/1/2025</u>
<u>Under 35</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
<u>35-55</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>
<u>55-75</u>	<u>4%</u>	<u>4%</u>	<u>4%</u>	<u>4%</u>	<u>4%</u>

For employees hired before October 1, 2013 and previously enrolled in the AEDC pension prior to October 1, 2013, the Company shall contribute three dollars and sixty seven cents (\$3.67) per hour worked into the 401(k) program.

b) All employees are eligible for to contribute to Company the 401(k). The Company will match employee contributions up to four percent (4%) of wages. The 401(k) employee contribution maximum may be the maximum percent (%) allowable by ERISA.

**HEALTH INSURANCE MONTHLY PREMIUM AMOUNTS  
NECA-IBEW FAMILY MEDICAL CARE PLAN 16**

Calendar year 2021: Company 85 % Employee 15%  
 Calendar year 2022: Company 85% Employee 15%  
 Calendar year 2023: Company 85% Employee 15%  
 Calendar year 2024: Company 85% Employee 15%  
 Calendar year 2025: Company 85% Employee 15%

Cap on Contribution year 2021: 4.5%  
 Cap on Contribution year 2022: 4.5%  
 Cap on Contribution year 2023: 4.5%  
 Cap on Contribution year 2024: 4.5%  
 Cap on Contribution year 2025: 4.5%

(Plan 16) Wage Employee Health Plan effective 1-1-21

	<u>Total Monthly Premiums</u>	<u>Monthly Employee</u>	<u>Monthly Company</u>	<u>Employee Bi- Weekly Premiums</u>	<u>Company Bi- Weekly Premiums</u>
Single	\$896.48	\$134.47	\$762.01	\$67.24	\$381.00
Employee + Spouse	\$1,702.37	\$255.36	\$1,447.01	\$127.68	\$723.51
Employee + Child(ren)	\$1,591.17	\$238.68	\$1,352.49	\$119.34	\$676.25
Family	\$2,364.10	\$354.62	\$2,009.49	\$177.31	\$1,004.74

**Exhibit "B"**  
**Assignment and Authorization of Union Membership Dues**

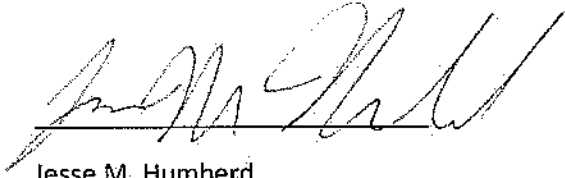
**TO:** Abacus Technology Corp

**ASSIGNMENT AND AUTHORIZATION OF UNION MEMBERSHIP DUES**

I, \_\_\_\_\_ badge number \_\_\_\_\_ a member of \_\_\_\_\_ a local Union affiliated with the Air Engineering Metal Trades Council, AFL- CIO of Tullahoma, Tennessee, and an employee in the Bargaining Unit hereby cancel any and all authorizations heretofore given to you to deduct any Union Membership dues from my earnings. I hereby assign to the Air Engineering Metal Trades Council, AFL-CIO, during the time that I am continuously an employee in the Bargaining Unit on the payroll of Abacus, such an amount as the Air Engineering Metal Trades Council, AFL-CIO, certifies in writing to the Company to be the periodic membership dues of my local Union. I authorize you to deduct such amount from my wages on the last pay day of each month as dues for the following month, and to remit the same on my account to the proper officials of, and designated by the Air Engineering Metal Trades Council, AFL-CIO. In addition to the foregoing, deduct \$ \_\_\_\_\_ for the next \_\_\_\_\_ pay periods for my initiation fee. This assignment and authorization may be cancelled or revoked pursuant to the provisions of Article II of the contract between the Company and the Union.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

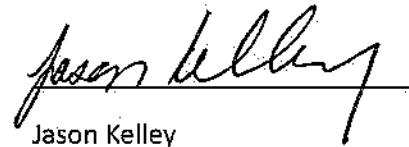
In Witness whereof, this instrument is executed by the authorized representative of the parties this 30<sup>th</sup> day of March 2021 to be effective from January 31, 2021 11:59 PM through March 31, 2025 11:59 PM.



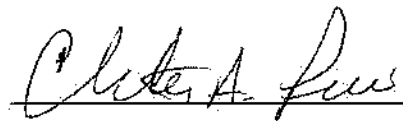
Jesse M. Humberd  
Program Manager  
Abacus Technology



Alvin Cleek  
President, Air Engineering Metal Trades  
Council



Jason Kelley  
Recording Secretary, Air  
Metal Trades Council



Cletus A. Pew  
International Brotherhood of  
Electrical Workers, Local 2113