

AGREEMENT

BETWEEN

ALTUS TECHNICAL SOLUTIONS, LLC
(AT2)

AND

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

DISTRICT
LODGE 131

AND

LOCAL LODGE
2699



USAF MOODY

GRAND BAY

VALDOSTA, GEORGIA

20 AUGUST 2023 THROUGH 19 AUGUST 2026

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PREAMBLE

This agreement is made and entered into by and between AT2/Altus Technical Solutions, LLC, (hereinafter referred to as the Company) and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, and its LOCAL LODGE NO. 2699 hereinafter referred to as the Union.

The purpose of this Agreement is to provide for terms and conditions of employment for employees in the bargaining unit, to provide for orderly collective bargaining relations between the Company and the Union, and to secure a prompt and fair disposition of grievances.

The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article of this Agreement. Any terms denoting the masculine gender such as "he" or "his" as used in this Agreement shall refer both to male and female employees of the Company.

This Agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto.

ARTICLE 1 - RECOGNITION

1.1 BARGAINING UNIT

AT2/Altus Technical Solutions, LLC, (hereinafter referred to as the Company), hereby recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local Lodge 2699, (hereinafter referred to as the Union), its designees, representative, successors and/or assigns, as the sole and exclusive collective bargaining representative for all of its full time and regular part-time production and maintenance employees employed by the Company in support of all of its Grand Bay Range, Georgia operations in all classifications of work recognized by the National Labor Relations Board in Case Number 12-RC-9047, including: Range Control Officers/Air Traffic Control Station (RCO/ATCS), Computer Operator, Level II/Range Operators (COII), Heavy Equipment Mechanic, Electronic Technician II, Herbicide/Pesticide Applicator, and any new or revised job classifications that may be negotiated or created under the terms of this Agreement, but excluding the following classifications of employees normally excluded by the National Labor Relations Board under the Act: office clerical employees, professional employees, managerial employees, guards, and supervisors.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 DECISIONS VESTED IN COMPANY

Except insofar as it is abridged by provisions of this Agreement, management decisions, the management of the Company and the direction of the work force is vested in the Company in order that its business, jobs and wages shall be protected. This includes the right to hire, to assign, to transfer, to promote, to reclassify, to discipline for just cause, to suspend for just cause, or to discharge for just cause; the making of reasonable rules and regulations not in conflict with this Agreement; the right to relieve employees from duty because of a lack of work, provided that this shall not be used for the purpose of discrimination as defined by Section 2.3 against any employee. The rights of the Company shall not be exercised in an arbitrary or capricious manner nor shall they be exercised contrary to any provision of this Agreement.

2.2 RULES AND REGULATIONS

The Company shall enforce rules and regulations fairly and equitably. The Union and employees shall be notified in writing thirty (30) days prior to the institution of new rules and regulations or changes in existing rules and regulations. Employees may only be disciplined for just cause. An employee shall have the right to protest through the grievance procedure the extent of any penalty levied against any employee for any alleged violation of such rules and regulations. The Union reserves the right to file grievances on behalf of represented employees of the bargaining unit. There shall be a six (6) month reckoning period for any disciplinary action taken, after which a counseling report of the matter will be retained in the employee's file. However, this report will not be used after the six month timeframe when determining advancement, transfer opportunities, and subsequent counseling, provided the employee has not committed any other infraction for which they were disciplined during the reckoning period. Letters of Reprimand, Suspension and Discharge shall be removed from Company files and returned to the employee if they are deemed to have been improperly

issued through the grievance/arbitration process and shall have no future effect upon the employee. Letters of Reprimand, Suspension and Discharge may be removed at an earlier date through mediation by the parties to this Agreement. When Letters of Reprimand, Suspension or Discharge are removed from Company files through mediation they shall have no future effect upon the employee, unless otherwise agreed upon by the parties.

2.3 NO DISCRIMINATION

There shall be no discrimination in regards to tenure, terms or conditions of employment because of race, creed, color, sex, marital status, age, religion, national origin, ancestry, military veteran status, handicap or disability regardless of the number of employees in the bargaining unit who are employed by the Company.

2.4 CHANGE IN LOCATION OF OPERATIONS

The Company shall notify the Union of any changes in the location of its operations ninety (90) days prior to any changes taking place. The Company and the Union shall meet to negotiate the effects of any such changes.

ARTICLE 3 - UNION SECURITY AND RIGHTS OF EMPLOYEES

3.1 CHECK-OFF

During the existence of this Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable to an employee covered by this Agreement, applicable Union dues or agency service fees, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a document provided by the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize union dues or applicable service fees deductions does not relieve employees from the Union agency shop obligation under this Article. The Chief Steward will be notified in writing before any increase or decrease in dues deducted takes place and shall certify that dues calculations are accurate/correct before the company implements the deduction.

3.2 DEDUCTIONS

Deductions from money due the employee pursuant to this Article shall be made from the net earnings due the employee and shall be payable on the first regular payday in each month, provided the Company has received such deduction authorization and notice from the Financial Secretary of Local Lodge No. 2699 by the 25th day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

3.3 INSUFFICIENT EARNINGS

In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deduction from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above; deductions for applicable service fees or dues shall be for the current month only.

3.4 REMITTANCE OF DUES

Deductions shall be remitted to the Financial Secretary of Local Lodge No. 2699 not later than 10 days following the payday on which the deductions were made. The Company shall furnish to the Financial Secretary of the Local Union at the same time, a list showing those members for whom deductions have been made and the amount thereof.

3.5 WHEN DUES ARE NOT DEDUCTED

Should an employee be promoted or transferred to a classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this Section, the Company shall submit to the Financial Secretary of Local Lodge No. 2699 the names of all such employees who have been promoted or transferred.

3.6 AGENCY SHOP

As provided herein, all employees in the bargaining unit now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended, shall as a condition of continued employment in such work become and remain members in good standing in the Union or pay applicable service fees sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later. Each employee shall receive a notice of their obligations under the Union agency shop provisions of this Article and shall sign for the receipt of such notice.

3.7 DISCHARGE FOR FAILURE TO PAY UNION DUES

The Company will within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or paying the applicable agency service fees, initiation fees and reinstatement fees, as required by Section 3.6. Any employee so discharged shall be deemed to be discharged for "just cause". "Good standing" is defined as in compliance with standards permitted by NLRB and court decisions relating to Union agency shop requirements.

ARTICLE 4 - SENIORITY

4.1 SENIORITY DEFINED

Seniority is defined as the employee's length of service with the Company and all previous contractors engaged in performing services (Grand Bay Range Operations) for the United States Government (whether directly or indirectly) for those employees in the bargaining unit at the time this Agreement becomes effective or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended. An employee's seniority date shall be the earliest date the employee began performing work for the Company and all previous contractors, except when seniority has been broken (as defined in Section 4.6), in which event his seniority shall be computed from the last period of rehire and shall be computed from the first day he began performing work for the Company after rehire.

Employees in a layoff status continue to accumulate seniority. An employee's relative ranking for purposes of seniority shall be as follows: An employee having an earlier seniority date shall be more senior than an employee with a later seniority date. The relative seniority of employees who have the same seniority date shall be determined in accordance with the last four digits of each employee's social security number. In such cases the employee(s) having the lowest number(s) shall be deemed to be the most senior; if the last four digits are identical the next previous digit which is not identical shall be determinative. The Company will give preference to seniority among employees in the bargaining unit and in accordance with this Article. In applying the principles of seniority, each employee's seniority date shall be used to establish first right of acceptance or refusal. The first right of acceptance or refusal shall be given to the most senior employee. If the most senior employee chooses to refuse an opportunity, then the employee with next lower relative seniority date will be given the same right of acceptance or refusal. Each time the right of acceptance or refusal is exercised and a need still exists, the opportunity to exercise the right of acceptance or refusal shall be given to each next senior employee in succession until the least senior employee is given the opportunity to exercise the right of acceptance or refusal. The principles of seniority shall be used in the determination of, but shall not be limited to, layoff/recall; training; vacation; overtime; the filling of vacancies for advancement, promotion, shift changes, work week assignment, TDY assignment, Bonus pay job assignments, temporary reclassification assignments, etc., with the right of first acceptance or refusal given to the most senior employee(s) first. If there is no employee(s) volunteering to accept, then the least senior employee(s) shall be assigned.

4.2 QUALIFICATIONS

"Qualified" or "qualifications" unless otherwise specified, shall mean the employee meets the minimum requirements of the job description and can perform the work involved.

When employees are reclassified in accordance with provisions of this Agreement they shall be given such guidance and orientation as are normally necessary to perform the work of the classification or bonus pay job assignment.

4.3 ACQUISITION OF SENIORITY

Employees who are employed by the Company at the time this Agreement becomes effective shall be considered as seniority employees and shall have their seniority date established in accordance with Section 4.1 of this Article. Said employees shall not be subject to the ninety (90) day probationary period and shall retain and accrue all seniority as though a change in contractors to the U.S. Government never occurred.

A new employee is an employee who was not employed by the Company or its predecessor contractor(s) prior to the effective date of this Agreement or an employee who is re-employed after a break in seniority, in accordance with Section 4.6 of this Agreement, subsequent to the effective date of this Agreement. Said new employees shall not acquire seniority under this Agreement until the expiration of a probationary period consisting of ninety (90) calendar days of continuous service following the day he begins performing work for the Company. If the employee is continued in the employ of the Company after the expiration of the ninety (90) day probationary period, he shall acquire seniority and his seniority shall be computed from the first day he began performing work for the Company in the bargaining unit set forth in this Agreement.

Any separations of employment during said ninety (90) day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.3 of this Agreement.

During their first ninety (90) days of employment, employees who are in a probationary status shall not compete for overtime, bonus pay job assignment, classification, location or shift.

4.4 REHIRE OF PROBATIONARY EMPLOYEE

In the event that a probationary employee is rehired within ninety (90) calendar days after being terminated as part of a layoff process during the employee's probationary period, he shall receive credit for all previous service as a probationary employee.

4.5 PROBATIONARY EMPLOYEE ABSENCE

If a probationary employee is granted a leave of absence in excess of five (5) work days or is absent in excess of five (5) work days during his probationary period, the effective date of acquiring seniority shall be postponed by the number of calendar days the employee is absent or on leave of absence.

4.6 BREAKING SENIORITY

An employee's seniority shall be considered broken and all rights under this Agreement forfeited only when an employee:

- (a) Resigns or is discharged for just cause or accepts employment in a position with the Company that is outside of the bargaining unit defined by this Agreement.
- (b) Fails or refuses to return to work within twenty (20) calendar days after being recalled, unless a satisfactory reason and documentation (if such documentation exists or can be acquired) is provided to warrant leniency. Notification of recall for the purpose of this Section shall be made by certified mail, telegram or other documented and verifiable means addressed to the employee's last known address as shown on the Company's records. The employee shall keep the Company informed of his current address. Failure to receive notice of recall shall be considered a satisfactory reason for not returning to work within twenty (20) calendar days, so as to retain seniority, but shall not obligate the Company to hold the position open. An employee who fails to receive the notice, and is not otherwise aware of his recall, and therefore does not report to work within twenty (20) calendar days shall continue to accrue seniority, but there shall be no further duty to recall the employee until the employee notifies the Company of his current mailing address.

4.7 INDEFINITE LAYOFF

An indefinite layoff is a layoff that is five (5) work days, forty (40) hours or more in duration. For the purpose of an indefinite layoff employees in the bargaining unit shall be laid off in the following order (a – d) as follows:

- (a) Seniority employees who desire to be laid off shall be permitted to submit a written request for a portion of the lay off period or all of the layoff period. Said seniority employees shall be laid off first. If there is a conflict among those employees requesting layoff, seniority shall prevail and the employee(s) who is more senior shall have his request honored. Those employees who volunteer for a period of layoff shall be permitted to return to work at the end of the period designated by the employee in the layoff request provided the employee has the seniority to do so. Employees who elect to be laid off shall have the option to use vacation time or take time off without pay during the requested layoff period.
- (b) If there are no volunteers for layoff, then Probationary employees in the affected classification shall be terminated next, and;
- (c) Seniority employees in the affected classification having the least seniority shall then be laid off. A seniority employee in the affected classification, who would otherwise be laid off, who has seniority over employees in other classifications, shall be permitted to exercise his seniority and bump an employee in another classification with less seniority. Forty-eight (48) hours (excluding Saturday and Sunday) from the time the Company serves the employee with written notice of indefinite layoff the employee shall have the right to file a written request to:
 - (1) displace the least senior employee in a lower classification; or
 - (2) displace the least senior employee in any classification for which he is qualified to perform work; or
 - (3) elect a lay off and await recall to any job classification for which he is qualified to perform work and for which he has filed a written request.

4.8 NOTIFICATION OF INDEFINITE LAYOFF

When decreasing the work force in connection with an indefinite layoff, the Company shall give the Union and the affected least senior employee(s) in the classification fifteen (15) calendar days notice prior to the effective date of the lay off if practicable, (i.e., government stop orders). The notice shall state the date the layoff will become effective and the expected date of return, if known. Employees who are affected by an indefinite layoff and are on a leave of absence or temporarily laid off at the time the layoff notice is due to be given shall be notified of the indefinite layoff by certified letter or other documented and verifiable means sent to their last known address as shown on the Company records. Employees who are laid off as a result of being displaced by a more senior employee under Section 4.7 are not subject to the fifteen (15) day notice provision but will receive two (2) work days notice.

4.9 TEMPORARY LAYOFFS

A temporary layoff is a layoff that is up to, but not more than, five work days in duration. Section 4.7 of this Article shall not apply to temporary layoffs. There shall not be more than one such temporary layoff per thirty (30) calendar day period, except by mutual agreement of the parties to this Agreement. Temporary layoffs shall be made by classification in accordance with seniority, as follows:

- (a) Probationary employees shall be laid off first, then;
- (b) The least senior employees in the affected classifications shall be laid off.

4.10 LAYOFF RECALL RIGHTS

Employees in layoff status shall continue to accumulate seniority. Employees will be recalled in reverse order of layoff. The Company will send recall notices by certified mail to the employee's last official address of record as provided by the employee at the time of layoff or after a change of address. The employee has ten (10) working days after receipt of the recall notice was received by the employee to accept employment. If employees laid off from a job classification decline to return to a particular classification, then the next employee in reverse order of layoff shall be offered recall.

4.11 CLASSIFICATION VACANCIES

Whenever a vacancy or job opening for a classification exists, other than as a result of layoff, the Company shall post a written notice of the vacancy on all Company bulletin boards in each work site ten work days prior to filling the position. The written notice shall state the classification to be filled, the date the notice is posted, the date the position will be filled, and the job description for the classification. The position shall be filled from within the bargaining unit first. Any employee in the bargaining unit desiring to be considered for the vacancy shall submit a written request for the posted vacancy to his immediate supervisor in accordance with Section prior to the end of the employee's shift on the Wednesday prior to the Monday that the vacancy is to be filled. The vacancy will be filled by the most senior qualified employee(s) in the bargaining unit who has submitted a written request. All classification status changes will take place on Monday. When an employee enters a classification he has not previously held he may be temporarily assigned to a location and shift for a period of up to ten work days for familiarization purposes. At the end of the ten work day period, he shall be permitted to occupy the location and shift of his choice, seniority permitting.

- (a) An employee returning from a vacation of any length, a leave of absence of up to ninety (90) calendar days, or any medical leave of any duration, whether paid or unpaid, who would have had the opportunity to fill the vacancy in a classification during his absence, shall be offered the opportunity to fill the vacancy that occurred during his absence within seven (7) days of returning to work, if he is senior to the person who filled the vacancy. If he accepts the position, he shall displace the employee who filled the vacancy in his absence, and that employee, if displaced, shall be returned to the position he held prior to filling the vacancy. If the employee declines the opportunity to fill the position upon his return to work he shall be permitted to do so without penalty.

- (b) If a vacancy is not filled under Section 4.11, or 4.11(a) it will be offered to employees on layoff, by seniority, who have the qualifications to perform the work involved, and who have a written request on file for the vacancy being filled. The most senior qualified employee desiring to fill the position will fill the vacancy.
- (c) An employee on layoff shall not be entitled to displace another employee from employment.
- (d) If the vacancy is not filled under Section 4.11, 4.11(a) or 4.11(b) it will be filled by new hires.

4.12 SHIFT AND WORKWEEK VACANCIES

Whenever a vacancy for shift or workweek exists, other than as a result of layoff, the Company shall post a written notice of the vacancy on all Company bulletin boards in each work site ten work days prior to filling the position. The written notice shall state the shift or workweek to be filled, the date the notice is posted, and the date the position will be filled. An employee desiring to be considered for the vacancy shall submit a written request for the posted vacancy to his immediate supervisor in accordance with Section 4.13 prior to the end of the employee's shift on the Wednesday prior to the Monday that the vacancy is to be filled. The vacancy will be filled by the most senior qualified employee(s) who has submitted a written request. All shift and workweek changes will take place on Monday.

- (a) An employee returning from a vacation of any length, a leave of absence of up to ninety (90) calendar days, or any medical leave of any duration, whether paid or unpaid, who would have had the opportunity to fill the vacancy on a shift or workweek during his absence, shall be offered the opportunity to fill the vacancy that occurred during his absence within seven (7) days of returning to work, if he is senior to the person who filled the vacancy. If he accepts the position, he shall displace the employee who filled the vacancy in his absence, and that employee, if displaced, shall be returned to the position he held prior to filling the vacancy. If the employee declines the opportunity to fill the position upon his return to work he shall be permitted to do so without penalty.

4.13 STATUS CHANGE REQUEST FORMS

Request forms for vacancies shall be available to employees in each work area. Request Forms must be turned in to the employee's immediate supervisor not later than the end of the employee's shift on the Wednesday prior to the Monday the vacancy is filled. The employee's immediate supervisor shall sign and date the request form on the same day the employee presents it to him, and the employee's immediate supervisor shall provide a duplicate copy of the signed request form to the employee. The request form is deemed to be received by the Company on the date it is signed by the employee's immediate supervisor. Requests forms may be withdrawn at any time and the withdrawal will be effective the day it is received and signed by the employee and the employee's immediate supervisor.

- (a) If the Company does not honor a status change request, it shall notify the employee in writing and shall state the reason for the denial.
- (b) When an employee is reclassified from one classification to another the employee must file a new request form showing his current classification status in order to receive consideration for reclassification.
- (c) An employee will receive a change of status document showing the change of status.

4.14 LOCATION ASSIGNMENTS AWAY FROM THE BARGAINING UNIT

Assignments to work locations away from the employee's bargaining unit work location shall be made from among the senior volunteers within the affected classification in the bargaining unit. The Company will make every effort to notify employees of the need to perform at work locations other than their normal work location as soon as possible, so that employees can take into consideration family needs or other considerations.

- (a) If there are no volunteers, then the least senior qualified employee in the bargaining unit from within the affected classification shall be assigned.
- (b) Employees assigned to such work locations outside their bargaining unit's normal work location shall be given preference to return to the supporting bargaining unit's work location over recalls from layoff and new hires.

4.15 TEMPORARY DUTY (TDY) ASSIGNMENTS

Temporary duty assignments away from the employee's perspective bargaining unit shall be made by seniority. The senior most qualified employees in the affected classification shall be given the opportunity to volunteer for the temporary duty assignment. Employees who have scheduled one full week or more vacation which is scheduled to begin during the first four weeks of temporary assignment are ineligible to be considered for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year. Employees on temporary assignment cannot take any vacation days while on assignment without the prior consent of the Company designated individual in charge of the temporary assignment.

Employees who are absent other than TDY will also be considered for the assignment provided they are scheduled to return to work at their perspective bargaining unit on the work day prior to the calendar day of scheduled departure. Employees on TDY will be considered for the assignment provided they are scheduled to return and are physically present at their perspective bargaining unit location three full work days prior to the calendar day of scheduled departure.

For the purpose of this section work days are defined as Monday through Friday.

- (a) The Company will ask for volunteers as soon as practical after receipt of notification of a TDY support requirement. In the absence of sufficient volunteers, the least senior employee(s) shall be assigned.

- (b) The Company will make every effort to complete the selection process and notify the employees of the TDY assignment seven (7) days prior to departure for the TDY assignment, but not less than three (3) work days prior to the scheduled departure. Employees who cannot be contacted by documented and verifiable means prior to this time will be bypassed for the assignment.
- (c) An employee who accepts or is assigned to a TDY assignment will not be eligible for subsequent TDY assignments until the original mission is completed, canceled, or delayed in accordance with 4.15(d).
- (d) If the TDY assignment is subsequently canceled or the starting date for the TDY assignment is delayed for fifteen (15) calendar days or more, those employees selected for the assignment shall be so notified. Selection for another TDY requirement shall be made upon receipt of the need for such requirement, unless otherwise mutually agreed upon by the parties to this Agreement.
- (e) Any employee on TDY may perform duties out of his classification to complete the mission and/or may be temporarily assigned to a bonus pay job. When required to perform work which is below his/her classification the employee shall not suffer a reduction in pay. When performing the work of a higher classification, he shall be paid at the higher rate of pay for all time worked while performing the duties of the higher classification.
- (f) If an employee is on TDY assignment at the time a layoff occurs the employee shall be laid off upon his return to the bargaining unit or within seven (7) calendar days, whichever is sooner. A replacement will be sent if there are seven (7) calendar days or more remaining from the effective date of the layoff until the scheduled ending date of the TDY assignment.

4.16 TRAINING

Whenever a need for training exists within a classification the most senior volunteer(s) in the affected classification shall be selected for the training. In the absence of volunteers, the least senior employee(s) in the affected classification will be assigned.

- (a) Should a dispute arise among volunteers, seniority will prevail. Absent employees will be considered provided they are scheduled to return to work on the work day prior to the calendar day of the assignment.

4.17 NOTIFICATIONS OF CHANGE IN STATUS

The Company will notify employees of any impending change in status in writing by the end of his shift on the Friday prior to the Monday such change is made.

- (a) A report of all status changes in the bargaining units will be prepared as changes occur. A copy of this report will be furnished to the Business Representative and Chief Steward of the Union, and a copy will be posted on Union bulletin boards at each work site during the week the changes are made.

4.18 TRIAL PERIOD

An employee assigned to a job classification or bonus pay job who fails to perform satisfactorily the requirements of the job classification or bonus pay job will be returned to the status he held prior to his assignment within a reasonable length of time, not to exceed 90 days.

4.19 TEMPORARY TRANSFERS

Whenever a need exists to temporarily transfer employees from one classification to another classification for which a posted vacancy is being filled, the Company may transfer volunteers from one classification to the affected classification for a period of up to ten (10) work days while the Company is working to fill the vacancy in accordance with Section 4.12. An employee who is temporarily transferred to a lower classification shall not suffer a reduction in pay. An employee who is temporarily transferred to a higher classification shall be paid at the higher rate of pay for all hours worked in that higher classification. Temporary transfers of employees from one classification to another may be made for the purpose of avoiding the forced layoff of bargaining unit employees during varying business conditions, provided that this Section shall not be used more than once in a thirty (30) calendar day period, unless mutually agreed upon by the parties to this Agreement.

The Company shall temporarily transfer employees as follows: 1) The Company shall first declare the classification from which the volunteers will be needed and then declare the posted classification vacancy to be temporarily filled. 2) The Company shall ask for volunteers from the classification that is needed to fill the temporary vacancy. 3) If there are no volunteers, then the least senior employee shall be assigned.

4.20 PERMANENT DISABILITY

Employees who are unable to perform the duties and responsibilities of their classification because of a permanent disability that cannot be accommodated in their classification shall be allowed to exercise his options under the layoff procedure and displace an employee in another classification for which he is able to perform work or he shall be given a leave of absence, if unable to displace another employee. Each case will be discussed with the Union prior to granting the right to exercise any rights under Section 4.7.

4.21 SENIORITY LISTS

The Company shall furnish a seniority list each January or when changes occur to the Union Business Representative, the Chief Steward, and each shop steward. Seniority lists for the bargaining unit shall be made available to employees at each worksite. If employees are laid off, then a new seniority list will be distributed after the last person is displaced.

4.22 ERRORS IN SENIORITY LISTING

Errors in seniority listings that are reported to the Site Manager by the Union shall be corrected immediately.

4.23 NEW HIRES LIST

The Company shall furnish the Chief Steward with a list of newly hired employees showing their name, classification and date of hire, on the Monday following the date they were hired.

4.24 LAYOFF/RECALL LISTS

The Company shall provide to the Business Representative and Chief Steward a list of all bargaining unit employees in lay off status or recalled on the Monday following the layoff or recall, but in any event, not later than five work days after such layoff or recall. The list shall contain the employee's name, classification, seniority date and date of layoff.

4.25 SECURITY CLEARANCES AND NAC'S

As the need arises, the Company shall provide an opportunity for employees to obtain a National Agency Check or Security Clearances.

- (a) If the government requires that an employee must be authorized access to government designated restricted areas, sensitive information, perform sensitive duties to perform a specific job, work at a specific location, or work in support of a particular project, the employee shall apply and be processed for a National Agency Check (NAC) or Security Clearance in accordance with current government procedures.
- (b) Employees requesting a reclassification or a move to fill a position requiring a NAC or Security Clearance, who do not have a NAC or Security Clearance will submit their NAC or Security Clearance request, as appropriate, with their status change request to move to this position. Employees who do not have a favorably adjudicated NAC shall not be assigned to jobs, classifications, locations or projects which require a NAC or Security Clearance, as appropriate, for access or performance until so cleared.
- (c) If an employee is assigned to a work area or location in which the government requires a NAC or a Security Clearance, as appropriate, and is denied the NAC or Security Clearance, whichever is appropriate, the employee shall be allowed to exercise his rights, seniority permitting, under 4.7.

4.26 CLASSIFICATION REALIGNMENTS

When there is an excess number of employees in a particular classification, and a shortage of employees in another classification, the excess employee(s) may compete for the vacant classifications together with those employees who have a classification change request on file for the vacancy(s). If the excess employee(s) cannot or elects not to fill a vacancy, he may exercise the options provided in the indefinite layoff article.

- (a) Affected employees and the Union will receive no less than ten work days notice prior to any classification changes taking place.

ARTICLE 5 - LEAVES OF ABSENCE

5.1 UNPAID LEAVES OF ABSENCE

- (a) **UNION EMPLOYMENT** – An employee elected or selected to a full time job in the local Union, AFL-CIO, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive a leave of absence, without pay, for a period equal to his tenure of employment with the Union. Upon completion of his leave of absence during the existence of this Agreement, he shall be re-employed according to his seniority in work generally similar to that which he did last prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability to perform such work. Seniority shall accumulate during such leave of absence.
- (b) **STATE CONVENTIONS** – Leaves of absence without pay shall be granted by the Company on three (3) days written request of the Union, to Union representatives in a number not to exceed that allotted by the International Union, in accordance with its constitution for the purpose of attending national conventions of the Union, and to Union representatives in number not to exceed that allotted by the State Federation of Labor, in accordance with its constitution for the purpose of attending state conventions of the Union, to serve as members of local and district lodge auditing committees, to serves as tellers in local and district lodge elections, to attend official Union schools, to attend to official Union business on behalf of the local or district lodge, but in no event is the number to exceed a total of one (1) employee. The Company or Union may waive the three (3) day notice when calls are of an emergency nature. It is the intention of the Union to honor and respect the requirements of production in requests for leaves of absence for such delegates.
- (c) **LEAVE FOR PERSONAL REASONS** – Leaves of absences without pay for relatively short periods up to thirty (30) days may be granted to employees for personal reasons and seniority shall accumulate during such leaves.
- (d) **WORKER'S COMPENSATION LEAVE** – Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Georgia shall be given leave of absence without pay and shall accrue seniority while on such leave.
- (e) **APPLICATION FOR EXTENDED LEAVE** – Applications for an extended leave of absence for a period of up to one (1) year may be granted to employees for personal reasons and seniority shall accumulate during such leaves. Under extenuating circumstances, such one year periods may be renewed by the Company upon request of the employee.

- (f) **PUBLIC OFFICE** - Any seniority employee electing to campaign for a public office shall be allowed to take a leave without pay for a period of time necessary to conduct his campaign. Should a seniority employee be elected or appointed to full-time public office, he shall be granted a leave of absence, without pay, for a period not to exceed the length of his service at the time of such leave of absence commences. Seniority shall accumulate during such leave.

5.2 PAID LEAVES OF ABSENCE –

- (a) **BEREAVEMENT LEAVE** – Employees having ninety (90) days service with the Company shall be entitled to three (3) days bereavement pay during a period of bereavement leave that is due to the death of a member of his immediate family. Bereavement pay shall be at the rate of eight (8) hours per day. Bereavement leave of three days shall be granted upon request. Additional days of unpaid bereavement leave may be granted if the distance required for travel is more than one hundred (100) miles from the employee's work site. Members of the immediate family includes: the employee's father, mother, step-father, step-mother, sister, brother, half-sister, half-brother, step-sister, step-brother, child, step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandparents. "Child" includes a foster child placed in the employee's home by a state agency. Seniority shall accumulate during such leaves of absence.
- (b) **MILITARY ANNUAL TRAINING LEAVE AND AUGMENTED PAY** – Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed two (2) weeks in each fiscal year, provided the Employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Such leave of absence shall be referred to as military annual training leave. Employees granted military annual training leave shall be paid the difference in the earned military pay and allowances he received while on military annual training leave and the pay he would have received had he worked his regular schedule during his leave of absence. In order to be eligible for the military annual training leave pay, the employee shall furnish the Company a government document signed by his disbursing agent setting forth the amount of military base pay he earned during the leave period.
- (c) **JURY AND WITNESS DUTY** – Employees summoned to serve on jury duty will receive full jury duty pay for a maximum of thirty (30) working days for all such time spent on jury duty. The employee will receive the difference between gross fees received, excluding legitimate mileage, and the employee's earnings that would have been paid for an eight (8) hour shift at the base rate of pay, for each day of service. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply. Employees required to work shift work will be considered as assigned to day shift for the duration of the jury duty and shall receive payment as outlined above. Employees summoned to jury duty that are released by the Court with less than four (4) hours of jury duty service shall return to work.

- (d) **UNPAID MEDICAL LEAVE** – Medical leaves of absence for periods of sickness or temporary disability in excess of three (3) calendar days shall be granted to employees without pay consistent with provisions of FMLA. If the sickness or disability continues beyond twelve (12) weeks, the leave of absence shall be extended provided the employee furnishes the Company with a report from a physician stating the necessity for such extension. Employees shall be entitled to any Short-Term Disability benefits provided by the Company while on such leave of absence and the employee shall be permitted to continue any Health Plan coverage in effect at the time the Medical Leave is taken and at the same rate he was paying prior to applying for the leave of absence. Seniority shall accumulate during such leave of absence.
- (e) **LISTING PROVIDED UNION** – At the end of each month the Company shall furnish the Union a list of employees on leave of absence. This list shall include the date each leave commenced

5.3 FAMILY AND MEDICAL LEAVE

Employees who have been employed for at least one (1) year and for at least 1,250 hours during the preceding twelve (12) month period are eligible to apply for family and medical leave regardless of the number of employees employed by the Company. For employees not eligible for family and medical leave, the Company will review business considerations and the individual circumstances involved.

- (a) All employees who meet the applicable time of service requirements shall be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave for a period of twelve (12) weeks (during any 12-month period) for the following reasons:
 - (1) The birth of the employee's child and in order to care for the child; or
 - (2) The placement of a child with the employee for adoption or foster care; or
 - (3) To care for a spouse, child, or parent who has a serious health condition; or
 - (4) A serious health condition that renders the employee incapable of performing the functions of his/her job.
- (b) The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement of the child for which the leave is being taken to support.
- (c) An employee requesting leave must complete an "Application for Family and Medical Leave" and submit it to his immediate supervisor for approval.

- (d) If leave is to begin with less than thirty (30) days' notice, an employee must give notice through his immediate supervisor as soon as the necessity for the leave arises. Employees shall be permitted to take intermittent family and medical leave in accordance with the Family and Medical Leave Act, as amended, and Court decisions.
- (e) An application for leave based on the health condition of the employee or the employee's spouse, child or parent must also be accompanied by a medical statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.
- (f) If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee currently not able to perform the functions of his classification.
- (g) During a period of family or medical leave, an employee will be retained on the Company's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he made to the plan before taking leave.
- (h) An employee is entitled to the accrual of all employment benefits that would have occurred if not for the taking of leave. An employee who takes family or medical leave will not lose any employment benefits that accrued prior to the date the leave began.
- (i) The Company will make every effort possible to return the employee to his original job upon their desire to return to work. If the Company is unable to return the employee to his/her original job, then he shall be returned to an equivalent position, seniority and qualifications permitting.

ARTICLE 6 - UNION REPRESENTATION

6.1 UNION FULL-TIME REPRESENTATIVES, GRIEVANCE COMMITTEE PERSONS AND STEWARDS

There shall be a Grievance Committee consisting of two (2) Grievance Committee Persons and the Chief Steward. Full time representatives of the Union are as assigned by the International Association of Machinists and Aerospace Workers. The Chief Steward and Grievance Committee Persons shall be assigned to areas of representation as designated by the Union's Chief Steward.

6.2 NOTIFICATION OF LOCAL UNION REPRESENTATIVES

Within fifteen (15) days after the effective date of this Agreement the Union shall notify the Company of the names of the Financial Secretary, Chief Steward, and Grievance Committee Persons serving on behalf of the Union. Thereafter the Union shall notify the Company of any changes in representation.

6.3 STEWARDS

Only employees who have completed their probationary period and acquired seniority, and are members of the Union in “good standing” shall be eligible to serve as Chief Steward, Alternate Steward, or Grievance Committee Persons. If an employee’s Chief Steward is absent from work or on a different shift, the Alternate Steward shall be permitted to handle grievances during his absence.

6.4 NO TRANSFERS OF STEWARDS

No Chief Steward or Grievance Committee Person shall be permanently transferred or bumped out of his permanently assigned area of representation as long as there is work available within his job classification or bonus pay job and he is willing to perform the work, seniority permitting, except by mutual agreement of the Company and the Chief Steward; however, no promotion shall result from his retention in such area. Union Representatives are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

6.5 SUPER-SENIORITY FOR UNION REPRESENTATIVES

The Chief Steward shall be given seniority over all employees whom they represent during a reduction in the work forces, provided work in their classifications or work in classifications to which they have a displacement right is available, and so long as the official’s duties would permit such seniority preference under existing law.

If for any reason the Chief Steward ceases to hold the position of Chief Steward and, as a result, no longer has sufficient natural seniority to remain in the classification, the employee shall be transferred or subject to layoff in accordance with the seniority principles of this Agreement.

6.6 FULL-TIME UNION REPRESENTATIVES

Any full-time representatives of the Union shall have access to grievance meetings in Step Three of the grievance procedure and to arbitration hearings. Any full-time representative of the Union shall be granted access to the bargaining unit worksites upon request to the Company.

6.7 SAFEGUARDING OF STEWARD MATERIALS

The Company will provide a locker, a desk, or other means of safeguarding materials for the exclusive use of Shop Stewards and Grievance Committee. The Company shall provide an area where representatives of the Union can meet privately with members of the bargaining unit to discuss grievances and contract matters.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 GRIEVANCE DEFINED

The term "grievance" as used in this Agreement means any dispute arising regarding the interpretation, application, claim of breach, or violation of this Agreement.

7.2 STEP ONE

An aggrieved employee shall first present his grievance verbally to his Site Manager, with his steward or the alternate as the employee may determine. A grievance settled in Step One shall not establish or set a precedent binding on other grievances. An employee having a grievance shall be given a reasonable time to discuss the grievance with the Chief Steward during working hours without loss of pay to the employee. The Union Chief Steward and Grievance Committee Persons shall have the right to file grievances on behalf of its represented members.

7.3 STEP TWO

If the steward is unable to adjust the grievance with his Site Manager to his satisfaction, he may reduce it to writing on a form designed by the Union and furnished by the Company, provided that the written grievance is signed by the employee and is filed with the employee's immediate supervisor within ten (10) work days from the date the grievance occurred or the time the Union became aware of the alleged breach of contract or violation, whichever occurs later. The written grievance shall set forth the complaint or nature of the grievance and remedy sought, and shall be signed and dated by the complaining employee and by the shop steward presenting the grievance.

Any representative of the Union may amend the grievance prior to the conclusion of Step Three of the Grievance Procedure. After the Company has provided its written Step III answer, amendments may be made only by written mutual agreement of the Company and the Union.

When the written Step Two grievance is presented to his Site Manager the Site Manager shall sign for receipt of the grievance and date the grievance indicating the time the grievance was submitted to him. Any grievance not timely filed shall be considered waived and such waiver shall not establish or set a precedent binding upon other grievances. The Company shall schedule a Step Two grievance meeting, to be attended by the employee's immediate supervisor or designated representative, the grievant, and the Chief Steward within five (5) work days of his signed receipt of the grievance. Absence of any representative of the Union shall not create any issue of arbitrability. The Company and Union representatives present at the meeting must have the authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal or compromise.

If the grievance is settled, the settlement shall be reduced to writing and signed at the meeting, and the grievance shall not be processed any further thereafter. A grievance settled in Step II shall not establish or set a precedent binding on other grievances. If the grievance is not settled in Step II, the Company shall give a written answer to the Union within ten (10) work days after the Step Two Meeting, but not later than fifteen (15) days after the grievance was reduced to writing. If the grievance is not answered timely by the Company, the grievance shall be considered to be advanced to the Step Three of the Grievance Procedure.

7.4 STEP THREE

If the grievance is not settled in Step Two, the Union may process it to Step Three by forwarding the grievance to the Program Manager within ten (10) work days after the Company's Step Two Answer is received by the Union.

- (a) Receipt of the grievance will be acknowledged by signature of the Company's Program Manager, the date and time of receipt indicated, and a copy will be returned to the Union immediately. The grievance will be considered in Step Three. The Company shall schedule a Step Three meeting to include the Program Manager, the Chief Steward and both Grievance Committee Persons during normal business hours. Absence of any representative of the Union shall not create an issue of arbitrability. The Union's Full Time Representative or designee may attend the meeting, if available.
- (b) The persons attending the meeting on behalf of the Company and the Union must have the authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal, or compromise. If the grievance is settled, such settlement shall be reduced to writing and the grievance shall not be processed any further thereafter. It will be indicated on the grievance answer form whether or not such settlement will set a precedent binding on other grievances. If the grievance cannot be resolved, the Company shall give a written answer to the Union within five (5) work days after the Step Three meeting.

7.5 REFERRAL TO ARBITRATION

If the grievance is not settled and the Union desires to refer the grievance to arbitration, it may do so by serving a written notice to the Company of its intent to arbitrate within 30 work days following receipt of the Company's Step Three answer.

7.6 EXTENSION OF TIME LIMITS

Time limits may be extended only by written agreement of the Company and the Union. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays and holidays shall not be counted.

7.7 COMBINING OR GROUPING OF GRIEVANCES

The Union reserves the right to combine grievances or to group like grievances together at its discretion for arbitration.

7.8 OBTAINING A SHOP STEWARD

To obtain a Shop Steward, an employee shall make a verbal request to his immediate supervisor for the Shop Steward to be sent to the location of the employee.

7.9 GRIEVANCE MEETINGS

When it is necessary for an employee to leave his job for the purpose of attending a grievance meeting, as provided herein, he shall notify his supervisor and obtain permission to leave.

7.10 REASONABLE TIME TO PROCESS GRIEVANCES

Union representatives shall be allowed to spend such time as may be necessary and reasonable in handling grievances at Step One, Two, and Three of the Grievance Process without deduction of pay.

7.11 MINIMUM TIME PROCESSING GRIEVANCES

The Union and the Company shall cooperate to reduce to a minimum, the active time spent by the Union representatives in handling, presenting and adjusting grievances.

7.12 POLICY GRIEVANCES

The Union reserves the right to file Policy grievances on behalf of its represented employees. A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees, as distinguished from a grievance affecting individual employees. A policy grievance shall be presented to the Program Manager by any representative of the Union and shall be considered as a grievance at Step Three of the Grievance Procedure.

The Program Manager shall acknowledge receipt of the policy grievance by signing and dating the grievance form and returning a copy of the grievance to the appropriate Union Representative.

7.13 NOTICE OF DISCHARGE

The Company shall give forty-eight (48) hours notice to the Union and the affected employee before a discharge becomes effective, unless there is a dire need for the employee to be removed from the premises immediately. During this forty-eight (48) hours notice period a meeting shall be held with the Program Manager or his designee, the Chief Steward or his designee, and the Union Business Representative or his designee. Notice to the employee shall be delivered in person or sent by certified mail, or telegram or other documented and verifiable means to the employee's last known address as shown on the Company records. A grievance arising out of discharge or disciplinary suspension must be filed with the Program Manager or designee, within ten (10) work days after such discharge, and shall be processed at Step Three of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.1 OBTAINING AND SELECTING THE ARBITRATOR

The Union, upon giving notice to the Company of desire to arbitrate, shall then begin processing a request to the Federal Mediation and Conciliation Service to furnish a list of nine impartial arbitrators. The parties shall then complete the Federal Mediation and Conciliation Service arbitration panel request form requesting the Federal Mediation and Conciliation Service to furnish a list of nine impartial arbitrators who are all members of the National Academy of Arbitrators. Within ten (10) days after receipt of the list of impartial arbitrators the parties shall choose the arbitrator from such list, by alternately striking one name from the list until only one name remains, and that person shall be the arbitrator. (The right party that shall strike the first name from the list shall be determined by a coin toss. The party who loses the coin toss shall be required to strike the first name from the list.) The Union will notify FMCS of the arbitrator selected to hear the grievance. The arbitrator shall contact the parties and supply dates for the hearing. The parties will work to have the grievance presented at a hearing as soon as possible, and if either party believes the hearing is being unduly delayed, that party shall have the right to submit a letter to the arbitrator requesting the arbitrator compel a hearing be held within forty- five days of his receipt of the letter, the arbitrator's schedule permitting. The arbitrator shall render his decision within thirty (30) days after the close of the hearing.

8.2 LIMITATION OF ARBITRATOR'S AUTHORITY

The arbitrator shall consider only those grievances and issues, including any amendments that were submitted pursuant to the grievance procedures. The arbitrator shall afford to the Company and the Union a reasonable opportunity to present all of its evidence, witnesses and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitrable issue under this agreement. The arbitrator shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. The Arbitrator shall have no authority to interpret state or federal law when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. The Arbitrator shall be bound solely by the evidence presented to him at the hearing and any arguments submitted at the hearing or in post hearing briefs. No new evidence may be submitted with the brief. The decision of the arbitrator shall be rendered as soon as practicable after the hearing, but in no event beyond thirty (30) days after the close of said hearing. The parties may file a post hearing brief based on a schedule set by the arbitrator. If a brief(s) is filed, the hearing shall be considered closed on the date of the filing of the brief(s). The arbitrator's decision shall be final and binding on the Company, the Union and the employee or employees involved, subject to the limitations specified in the Agreement.

8.3 SHARING OF FEES

The compensation of the arbitrator for his services and expenses in connection with the case (or cases submitted to him if the parties mutually agree that more than one case may be submitted) shall be shared equally between the Company and the Union. Each party will bear the cost of presenting their own case. The cost of a court reporter and the transcript will be borne equally by the parties if both parties order a copy of the transcript.

8.4 EXTENSION OF TIME LIMITS

Time limits can be extended by mutual written agreement of the parties to this Agreement.

8.5 SUBMISSION OF NON-CONTRACT ISSUES

The Company and the Union may mutually agree to submit any other questions other than those expressly provided for in this contract to the arbitrator for determination.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.1 NO STRIKE/NO LOCKOUT

For the duration of this agreement, the procedures described herein, for settlement of grievances shall serve as the means for peaceful settlement of all disputes that may arise between the parties. During the life of the agreement, no work stoppages, slow downs, or strikes (including sympathy strikes) shall be caused or sanctioned by the Union and there shall be no lockouts caused by the Company.

9.2 OBLIGATION OF UNION

In the event of any violation of 9.1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.

9.3 DISCIPLINARY ACTION

If the reasonable steps attempted in 9.2 do not return the striking employee(s) to work then the employee(s) may be subject to immediate discharge or other disciplinary action by the Company.

Any such disciplinary action shall be subject to the grievance and arbitration procedures of this agreement. Should the company prove that the employee(s) did participate in action in violation of this Article; the disciplinary action shall not be altered.

ARTICLE 10 - HOURS OF WORK

10.1 PURPOSE

The purpose of this Article is to define the normal hours of work.

10.2 WORK DAYS DEFINED

The employee's assigned work day for his respective shift shall begin at the employee's assigned starting time and shall consist of eight consecutive hours of work and a one-half (½) hour unpaid lunch period in a twenty-four (24) consecutive hour period. The one-half (½) hour unpaid lunch period will be observed and will be taken at a time when it is convenient to the employee and when it will not interfere with production to the point that it adversely affects mission performance and allows for downrange support.

10.3 CALENDAR DAY DEFINED

The calendar day shall correspond to the normal U.S. recognized monthly calendar day. The start of the calendar day shall begin with the first hour of the first work shift and end twenty-four (24) hours later.

10.4 WORK WEEK DEFINED

The employee's assigned work week shall begin at the start of the employee's first twenty-four (24) hour period as defined in 10.2 and shall end 168 hours later.

- (a) An employee's change of shift, work week and starting time assignments will be made effective on Mondays.

10.5 REGULAR AND ODD WORK WEEK DEFINED

The "regular" assigned work week shall consist of forty (40) hours, five (5) consecutive days, beginning on Monday. The "odd" assigned work week shall consist of forty (40) hours, five (5) consecutive days beginning on a day other than Monday.

10.6 STARTING TIMES

Determination of starting time shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be dictated by the flight hour program. Wherever possible, employees shall be notified of shift start changes 48 hours in advance, but not less than the day prior to the shift change for last minute request.

REST PERIODS: Employees will be allowed one fifteen (15) minute paid rest period before and one fifteen (15) minute paid rest period after the mid-point of each scheduled work day to be taken in the area where the employee is performing work unless the employee is performing at or near the main office and time spent going to and from the main office does not delay the work being performed. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked after working the second hour of overtime. Employees will be allowed to clean up their work stations ten (10) minutes prior to the end of the shift.

10.7 EARLY STARTING

When an employee arrives earlier than the normal starting time for his shift the employee shall not record time on his time sheets prior to fifteen (15) minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested the employee start to work at a time earlier than the normal starting time and such time is approved. Without a prior request from the Supervisor, the employee will not start to work prior to his scheduled starting time.

10.8 REPORTING PAY

An employee who is scheduled and reports for work at the scheduled time without having been told not to report, he shall be given four (4) hours work of any type which is available, or if no such work is available, he shall be given four (4) hours pay at his applicable rate of pay.

10.9 CALL BACK PAY

An employee who is called back to work after he has completed his regularly assigned shift shall receive a minimum of four (4) hours pay at his applicable rate plus any premium rate due.

10.10 CALL IN PAY

When an employee is not scheduled to work, and is called and reports for work, outside his scheduled work week, he shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate plus any premium rate due.

ARTICLE 11 - OVERTIME

11.1 OVERTIME COMPENSATION

Overtime shall be compensated at one and one-half (1-1/2) times the employees pay rate for all hours worked in excess of forty (40) hours in a work week, and for work on Saturdays and Sundays.

When an employee is assigned to perform overtime work in a classification with a higher rate of pay, the employee shall be paid at the higher rate of pay and applicable overtime premium for all overtime hours worked in the higher classification. When an employee is assigned to perform the work of a lower classification on overtime, the employee shall continue to receive their present rate of pay at applicable overtime premium for all hours worked.

11.2 OVERTIME COMPENSATION ON HOLIDAYS

Work on Holidays shall be paid at the straight pay rate in addition to the holiday pay. Additionally, overtime premium rates shall be paid where applicable.

11.3 NO DUPLICATION OR PYRAMIDING OF OVERTIME

There shall be no duplication or pyramiding of overtime payments.

11.4 ROTATION AND EQUALIZATION OF OVERTIME

Available overtime shall be rotated and equalized among qualified volunteers in order of seniority.

11.5 REPORT PAY ON DAY OF SCHEDULED OVERTIME

An employee who is scheduled to work an overtime day and reports to work as scheduled and there is no longer work available, the employee shall be compensated with a minimum of four (4) hours work or overtime pay.

11.6 POSTING AND POLLING OF OVERTIME

Overtime requests shall be posted on official company bulletin boards not later than the beginning of the shift the day preceding the overtime day except for unforeseen emergencies or circumstances.

If employees are required to work the overtime; the Company shall first ask for volunteers starting with the most senior qualified employees. If unable to get enough volunteers the least senior qualified employee shall work the required overtime.

Once the least senior qualified employee has been drafted for overtime, he shall not be drafted for overtime again until each successive senior qualified employee has been drafted.

Employees may be excused from the draft procedure for bona fide reasons, however, no employee will be consistently excused from such overtime.

11.7 OVERTIME CONSIDERATIONS FOR PROBATIONARY EMPLOYEES

An employee who has not completed his probationary period will not compete for nor be offered any overtime, unless all qualified seniority employees in the classification and shift have had an opportunity to work the available overtime.

ARTICLE 12 - HOLIDAYS

12.1 RECOGNIZED HOLIDAYS

The Company recognizes the following 12 (twelve) holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

12.2 ADDITIONAL HOLIDAYS

In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President or any military authority when such holiday is observed by the military and the government authorizes the range to be closed. Such holiday and observance shall be handled the same as a recognized holiday.

12.3 WHEN HOLIDAYS FALL ON WEEK ENDS OR SCHEDULED DAY OFF

Whenever one of the above holiday's falls on Sunday, the Monday immediately following shall be observed as the regular holiday; whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed as the regular holiday if officially declared a legal holiday and generally observed by the military. Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.

12.4 FULL-TIME EMPLOYEES ENTITLED TO EIGHT (8) HOURS HOLIDAY PAY

Each full-time employee of the Company within the bargaining unit shall receive eight (8) hours holiday pay at his regular rate of pay for each recognized holiday.

12.5 COMPANY DETERMINES IF THERE IS WORK ON HOLIDAYS

The Company may, at its option, schedule employees to work on recognized holidays or observe the holiday and close its facilities. Employees who are scheduled to work shall be paid the appropriate rate for all hours worked in addition to holiday pay, including overtime premium if applicable.

12.6 HOLIDAYS DURING VACATION

If one (1) or more of the above holidays occurs while an employee is on an authorized vacation or using PTO time, he shall receive holiday pay for such holiday and shall not be charged vacation leave or PTO time for said holiday.

ARTICLE 13 - BULLETIN BOARDS

13.1 COMPANY PROVIDED BULLETIN BOARDS

The Company agrees to provide bulletin boards not less than thirty-six (36) inches in length and twenty-four (24) inches wide for the exclusive use of the Union at an appropriate places for the purpose of legitimate Union business of interest to employees as follows: (a) notice of meetings, (b) notice of official Union elections and results, (c) notice of official Union appointments, (d) notice of Union recreational and social affairs, and (e) any other letter or notice which serves the communication purposes of the Union.

13.2 SHOP STEWARDS RESPONSIBLE FOR UP KEEP OF BULLETIN BOARDS

It shall be the responsibility of the Chief Steward and Shop stewards to post Union notices and such notices shall include only those specified above. The Chief Steward and Shop Stewards shall be the only persons authorized to post and remove notices from the Union bulletin board.

ARTICLE 14 - PAID TIME OFF

14.1 PAID TIME OFF

The vacation year for eligibility and service shall be from employee's Company benefit date to Company benefit date. Upon ratification, for the purpose of application of this section the benefit date as outlined in Article 4, Section 4.1 will be used as the Company Benefit Date.

14.2 EFFECTIVE DATE OF CHANGES

All negotiated changes in this Article will become effective on date signed by Company and Union.

14.3 PERSONAL TIME OFF (PTO)

Personal Time off is for the employees use in private/personal matters. Each employee will be allocated fifty-six (56) paid hours per year for PTO. 50 hours of PTO may be accumulated and carried forward. PTO balances may not be cashed out at termination. Employees will be allocated fifty-six (56) hours each year on 1 January. PTO will be recorded and tracked as PTO hours on time cards, pay statements, and electronic media.

Employees hired after 1 January will receive paid PTO hours at the rate two point one five (2.15) hours per pay period remaining in the current year, and be awarded said hours in full for the year at the time of hire.

14.4 VACATION

- a) Employees who have completed probation but have less than five (5) years of service shall be awarded eighty (80) hours of vacation annually.
- b) Employees with five (5) years of service but less than ten (10) years of service shall be awarded one hundred-twenty (120) hours of vacation annually.
- c) Employees with ten (10) years of service but less than fifteen (15) years of service shall be awarded one hundred-sixty (160) hours of vacation annually.
- d) Employees with fifteen (15) or more years of service will be awarded two hundred (200) hours of vacation annually.
- e) Employees with twenty (20) or more years of service will be awarded two hundred thirty (230) hours of vacation annually
- f) In granting vacation, it is the intent of the parties that vacation will be taken. As such, employees shall schedule and request vacation in order to utilize the annual amounts which will be accruing. Employees must schedule use of their vacation prior to the start date, and obtain management approval. Time shall be taken in 1/2 hour increments with no minimum time requirements.
- g) Employees will be allowed to carry over the following number of hours of vacation time each year on their anniversary date.

Less than ten (10) years of service: one hundred (100) hours

Ten (10) or more years of service: one hundred twenty (120) hours

There will be no pay in lieu of time off for vacation except in cases of extenuating circumstances where an employee's vacation requests have been denied for business operations/circumstances. The intent of this provision is to cause each employee to use the vacation awarded for time off.

- h) Vacation time will be accrued and vested from the employee's benefit date at a rate of 1/26 of their entitlement each pay period and reflect the annual rate for each employee. Employee vacation balances shall be provided to the employee for each pay period, to the decimal place for which it is calculated.
- i) All accrued and unused vacation hours will be paid to employees upon termination of employment.

ARTICLE 15 - GENERAL

15.1 SAFE CONDITIONS

The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses. The Company and the Union agree to designate a Safety Steward to coordinate safety issues and work with the company to resolve such issues as may arise. This position shall be dual hatted with an existing classification.

15.2 SAFETY EQUIPMENT

Except for shoes, all safety wearing apparel, safety equipment, and/or protective devices shall be provided by the Company and remain the property of the Company and are intended solely for the use by employees during their working hours. On or about January 1st of each year the Company will provide funds for the replacement of safety toed shoes. For all Regular employees required to wear safety shoes, the Employer will pay a maximum of \$150.00 towards the purchase of safety toed shoes. Employees who receive payment for the purchase of safety toed shoes shall be required to wear safety shoes while performing work for the Company. Should an employee terminate his/her employment or be terminated by the Employer prior to the completion of six (6) months of service with the Employer the prorated cost shall be deducted from the employee's last paycheck. The Company shall furnish safety and protective equipment to employees as required by industry standards established the United States Occupational Safety and Health Administration (OSHA) and the United States Air Force.

Note: protective footwear is defined as safety toed shoe or boot that is designed to protect against crushing hazards.

15.3 PROTECTIVE CLOTHING

The Company shall furnish coveralls to all employees who request them when performing work that involves exposure to paints, chemicals or inorganic sprays. Employees requesting coveralls or protective clothing must wear the clothing while performing the work for which the coveralls were requested. The Company shall provide for the cleaning of the coveralls if the coveralls are non-disposable.

15.4 SMOKING AREAS

The Company will designate smoking areas not in violation of Air Force and insurance regulations. Employees may smoke during such times as the Company may designate.

15.5 BREAK AREAS

The Company will provide inside break areas and refrigerated lunch storage bins or refrigerators at each break area. Documentation of request and follow-up will be provided upon request to the Union Grievance Committee Person.

- (a) The Company will attempt to have all inside work areas properly heated. Documentation of request and follow-up will be provided upon request to the Union Grievance Committee Person.
- (b) The Company shall provide one (1) microwave oven in each break area for use by employees.

15.6 EMPLOYEE PHYSICALS

Those employees required to take physical examinations (other than physical clearance required to return to work) will be paid for the time required to take the physical at his straight time regular rate of pay, and will receive transportation furnished by the Company or POV mileage. The Company shall pay the cost of all physicals when any Company official orders or directs the employee to be physically examined by any agency or physician. The Company will make every reasonable effort to schedule physicals during normal working hours.

15.7 INJURY ON THE JOB

An employee injured on the job, who is taken off the job on the day of the injury for treatment will receive pay for the remainder of his scheduled work day not to exceed eight (8) hours. The Company will furnish transportation without delay for an injured employee to receive medical attention from a local doctor who may be chosen by the employee subject to Company approval. Treatment for worker's compensation cases in a doctor's office, clinic or hospital will be on Company time if a doctor's certification is furnished the Company by the employee specifying the treatment and appointment is during the employee's working hours. Transportation for such subsequent treatment is furnished by the employee.

15.8 DOCUMENTATION OF MEDICAL VISITS

All medical visits under 15.7 must be documented by a completed medical pass in order to qualify for pay under this Article. All other medical visits must be documented by appointment slip in order to qualify for pay under this Article.

15.9 AMERICANS WITH DISABILITY ACT

The Company and the Union agree to make every reasonable accommodation, seniority permitting, for disabled employees including location transfer, changes in shift assignments and/or reclassification utilizing the displacement options in 4.7.

15.10 EMPLOYEE PERSONAL TOOLS

The Company will be responsible for providing adequate areas and equipment, (i.e. chains and secure racks), for securing employee(s) tool boxes and rollaways.

15.11 COMMERCIAL DRIVER'S LICENSE

Commercial Driver's License (CDL) including all necessary endorsements, when required by the job classification, will be obtained by the employee. Any study time required will be on his time. The Company will pay the expense of the test, license, and time spent to take the test at his straight time rate. Government vehicles used during the driver's test for a CDL will be provided when authorized by the government.

ARTICLE 16 - WAIVERS

16.1 WAIVERS NOT PRECEDENT SETTING

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

ARTICLE 17 - WAGES

17.1 PAY IN ACCORDANCE WITH WAGE SCHEDULE OF APPENDIX "A"

All bargaining unit employees will be paid in accordance with wage schedule of Appendix "A." No employee will be paid less than the rates set forth in the wage schedule for each classification; except that premium pay and/or bonus pay for bonus pay job assignments shall be added to the employee's wage set forth in the wage schedule of Appendix "A". Each employee shall be provided full pay code abbreviations and definitions to ensure proper documentation of time. These codes and definitions shall be provided initially, and any time thereafter that changes are made.

17.2 EFFECTIVE DATES FOR RECLASSIFICATIONS

Reclassifications and all changes in pay related to reclassifications will be made effective on Saturday.

17.3 BASE RATE

The terms "straight time basic rate", "basic rate", "base rate, "and "hourly rate" as used in this Agreement means the individual hourly rate of an employee in accordance with the wage schedule of Appendix "A" exclusive of any shift premium, overtime pay or bonus of any type.

17.4 REGULAR RATE

The term "regular rate" as used in this Agreement means the employee's base rate, plus any shift premium pay, leader pay, odd work week pay, bonus pay or any other recognized bonus pay.

17.5 SHIFT PREMIUM PAY

Employees who are assigned to second shift shall receive one dollar twenty-five cents (\$1.25) per hour for all hours worked between the hours of 4:00 PM and 6:00 AM. This only applies when the majority of their shift is between 4pm and 6am.

17.6 RECEIPT OF PAY CHECK

Employees will receive their pay bi-weekly on Company time, unless such pay is mailed or deposited by bank automated distribution or deposited by electronic funds transfer. Pay checks, stubs and all financial statements shall be managed so as to maintain privacy at all times.

17.7 PAY AT TERMINATION OR LAY OFF

Any employee laid off or terminated will be paid in full on the next pay day occurring after the date of layoff or termination.

17.8 LEAD DIFFERENTIAL

Anytime the Site Manager or Alternate is not on-duty and range personnel are present, a bargaining unit member will be designated as the Shift Lead. A differential of one dollar twenty-five cents (\$1.25) per hour will be paid to the designated Shift Lead for all hours spent in this role in the absence of the Site Manager. The Site Lead will normally be selected by the Site Manager. The Shift Lead will not be allowed to hire, fire, or recommend discipline.

"On-duty" is defined as within the Site Manager's normal duty hours and available by cell phone or other means of communication. On duty does not include vacation time, or any other leave of absence or out of the local area (100-mile radius) for other reasons.

17.9 ALTERNATE SITE MANAGER

The Site Manager may designate an Alternate Site Manager. The Alternate Site Manager is defined as an employee who assist Management in scheduling work, responsible for instructing and aiding a group of employees and may be required to certify training tasks. Assist Site Manager in maintaining a smooth flow of work and maintains records. Reports to Site Manager the reason for failure to maintain flow of work. May be called on to replace Site Manager temporarily in case of absence. A differential of one dollar twenty-five cents (\$1.25) per hour will be paid to the Alternate Site Manager for all hours worked. No employee will be assigned to Alternate Site Manager against their will. The Alternate Site Manager will not be allowed to hire, fire, or effectively recommend discipline

17.10 PAY FOR HOURS WORKED IN OTHER CLASSIFICATIONS

When an employee is assigned to perform the work of a classification with a higher rate of pay the employee shall be paid at the higher rate of pay for all hours worked in the classification with the higher rate of pay. When an employee is assigned to perform the work of a lower classification the employee shall continue to receive their present rate of pay for all hours worked.

When an employee is assigned to perform overtime work in a classification with a higher rate of pay, the employee shall be paid at the higher rate of pay and applicable overtime premium for all overtime hours worked in the higher classification. When an employee is assigned to perform the work of a lower classification on overtime, the employee shall continue to receive their present rate of pay at applicable overtime premium for all hours worked.

17.11 BASE/GOVERNMENT DIRECTED CLOSURES

Should the base/government elect to temporarily close the facility and/or direct that employees not report to work (i.e. due to severe weather imminent or occurring), then those employees shall receive eight (8) hours pay at their daytime rate for each normal work day that the facility is closed. These hours shall not be charged against the employees' vacation or PTO time.

ARTICLE 18 - BARGAINING UNIT WORK

18.1 BARGAINING UNIT WORK

Supervisors and employees not covered by this Agreement shall not perform the work performed by employees in the bargaining unit, except in cases of emergency; in order to maintain coverage for mission requirements during employee shift changes; or for periods of short duration not to exceed one hour.

When a Bargaining unit employee is not available to perform work for periods in excess of one (1) hour due to conflicting duty assignments and a supervisor or employee not covered by this Agreement performs that work, then the bargaining unit employee with conflicting duty assignment will be paid at the higher Job Description pay rate performed by the non-Bargaining unit member during this time period. Once the work is completed by the Non-bargaining unit member the Bargaining unit members pay will revert to his/her normal pay.

During the absence of the Site Manager the Alternate Site Manager will assign employees duty assignments and instruct employees as to how to perform the work properly.

The term "emergency" is defined to mean an unforeseen combination of circumstances which calls for immediate action. Exceptions set forth in this section shall not be applied in a manner that will cause a bargaining unit employee will be deprived of the opportunity to perform work if the employee is available and willing to perform the work. It is understood that the Site Manager may perform work from time to time for a minimal amount of time in order to maintain the qualifications required to perform his duties.

There shall be no subcontracting of work currently performed by employees of the bargaining unit, nor shall any work performed by subcontractors result in the layoff of employees in the bargaining unit. It is understood that an “emergency” situation could arise requiring immediate action. Should an “emergency” arise that would result in subcontractors performing bargaining unit work of short duration, the Company shall immediately notify the Union and the parties shall work toward finding a way to perform the work that will result in minimal negative impact to bargaining unit employees. No bargaining unit employee shall be laid off as a result of “emergency” subcontracting work.

ARTICLE 19 - DRUG ABUSE AND ALCOHOL MISUSE PREVENTION

19.1 DRUG-FREE AND ALCOHOL-FREE WORKPLACE

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees.

19.2 VIOLATION OF THIS POLICY IS JUST CAUSE FOR TERMINATION

The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or “mood altering” substances during work hours (including meal and rest periods), on Company premises, in Company vehicles, or in personal vehicles while conducting Company business is prohibited (unopened alcoholic beverage containers not included). Violation of this section of the Agreement is just and sufficient cause for termination. Employees taking controlled and/or mood altering substances, with or without a prescription will not be allowed to drive or perform any tasks on the contract as they may be a hazard to themselves and others

19.3 TESTING

Employees may be scheduled for random alcohol and drug testing as directed or required.

Employees will also be tested for alcohol and drug use upon reasonable probable cause, and work-related accidents. Testing will be in accordance with DOT standards.

19.4 VIOLATION OF POLICY

The Company considers any violation of drug use, possession, distribution, or sale of drugs, drug paraphernalia a serious matter that will result in the immediate termination of the employee regardless if it is identified on Company premises, through random sampling on or off work. The Company also considers any violation of alcohol on Company premises a serious issue that will warrant immediate termination of the employee.

19.5 PRE-EMPLOYMENT TESTING

Pre-employment drug testing is a condition of employment.

19.6 NOTIFICATIONS OF MEDICINES USED

Employees being drug tested shall be permitted to complete a medical/patient over-the-counter and prescription medicine form to inform the laboratory personnel of possible false positive sources prior to providing a sample.

19.7 REANALYSIS

Employees will have the right to request, within seventy-two (72) hours of notification to the employee, reanalysis of the sample if a positive sample is found. If a negative sample is found in the reanalysis, the test will be canceled and the employee will be returned to the random sample pool.

19.8 SPLIT SAMPLE

To remedy urinalysis deficiencies a confirmation test will be performed on the "split sample" of the original sample of anyone testing positive on an initial test. Final sampling will be by one of the most accurate methods presently available.

ARTICLE 20 – SAVINGS

20.1 The Company's Master Savings Plan (401K) shall be made available to those eligible employees covered by this agreement in accordance with the provisions of the plan:

- a. Employees may elect to participate in the plan immediately upon hire and will become eligible for matching and discretionary profit sharing upon completion of their ninety (90) day probationary period.
- b. Employees may contribute the maximum amount allowable under the law. The Employer will match fifty percent (50%) of the employee's contribution up to a maximum of 6% of the employee's compensation (i.e. the maximum Employer match is 3% of the employee's compensation).

20.2 The 401K program will be administered in accordance with the 401K Plan Summary.

20.3 Any future improvements to the plan will be conveyed to the employees. The Union will be notified of such changes.

ARTICLE 21 - TRAVEL AND TRANSPORTATION

21.1 EMPLOYEE EXPENSES

Anytime employees are required to travel to perform work for the Company they shall be reimbursed for expenses or the Company shall furnish suitable transportation. Employee expenses for authorized travel will be reimbursed at the rate prescribed as maximum civilian per diem rates published in the current Federal Travel Regulations for DOD Civilian Personnel.

Mode of travel and area with adequate accommodations will be determined prior to departure and tickets furnished and/or mileage reimbursed as specified by the regulation. Should the government furnish quarters and/or meals, the per diem will be adjusted in accordance with the Federal Travel Regulations. Detailed receipts or other documentation are not required to support employee claims for the authorized fixed amount of standard cost per day per diem. Employees traveling to high cost areas will have the choice of selecting either the standard cost per diem rate or the high cost per diem rate, and must make the selection in writing. Employees electing the high cost per diem rate are required to furnish all food, transportation and lodging receipts. The Company shall reimburse the employee for all expenses for which receipts are submitted and such payment shall be made not less than five work days after the employee submits his receipts to the Company.

21.2 TRANSPORTATION POV

Employees who are sent away from their perspective bargaining units to perform work for the Company will be furnished suitable transportation or reimbursed expenses for travel. Employees authorized to use their personal cars will be paid in accordance with the Federal Travel Regulations, as amended. If an employee requests to use his personal vehicle and is permitted to do so, he will be reimbursed mileage as allowed by the Federal Travel Regulation plus eight (8) hours pay for each day of travel, unless the employee is required to drive more than eight (8) hours each day, in which case he shall be paid for all hours driven at the applicable rate of pay for such combined travel/work. Employees will be paid regular time for regular hours, and overtime for overtime hours, for all time while working. Employees shall be allowed 8 hours each day while traveling in commercial aircraft; provided that, if the travel takes less than 8 hours and the employee reports to work upon arriving no overtime will be paid until after 8 hours of combined work/travel in a work day. When an employee is in travel status and is being transported by military transportation, whether vehicle or aircraft, he will be paid for all time spent in travel. Time for meals will be deducted provided the aircraft lands or vehicle stops and time is actually taken for the meal. Employees required to travel by private auto will be paid for all travel time required. The Company will designate the departure time for all travel by POV.

21.3 OTHER TRANSPORTATION

Transportation furnished to and from work locations or other locations requiring transportation will be in vehicles furnished to the Company by the military for that purpose. Employees will not be required to ride on open vehicles during inclement weather.

ARTICLE 22 - JOB CLASSIFICATIONS/JOB DESCRIPTIONS

22.1 JOB CLASSIFICATIONS

During the term of this Agreement, the following job classifications are established:

Range Control Officer/Air Traffic Control Station (RCO/ATCS)
Computer Operator, Level II/Range Operator (COII)
Heavy Equipment Mechanic
Electronics Technician II
Herbicide/Pesticide Applicator

22.2 JOB DESCRIPTIONS

The Job Descriptions shall be provided to the Union Chief Steward or Business Representative upon request. The Job Descriptions for the Job Classifications listed in Section 22.1 will remain in effect with no changes in the material content of the Job Descriptions, except for changes mutually agreed to by the parties through negotiations. Neither party to this Agreement can be compelled to negotiate job descriptions or changes to existing job descriptions during the term of this Agreement.

22.3 NO EFFECT ON PERSONNEL IN CLASSIFICATIONS

Any changes to the material content of the current existing job descriptions shall have no adverse effect on personnel currently holding any classifications to which changes in the job descriptions may apply. Any changes in qualifications, experience, or job descriptions shall not be used to demote, transfer or discipline employees currently holding said classifications.

ARTICLE 23 - NEW CLASSIFICATIONS

23.1 NEW JOB CLASSIFICATIONS

In the event a new in-unit job classification is established by the Company, the Company shall write a job description for the new classification, and establish a preliminary wage rate for the new classification. The Company will immediately furnish the Union with a written copy of the new job classification title, the new job description, and the wage rate established for the classification bearing the date the notice was delivered to the Union. The Union will acknowledge receipt of the notice by signing and dating the document.

The Union will then have thirty (30) calendar days in which to take exception to the

job description and wage rate, in the event the Union does not agree with them. If the Union does not agree, the Union shall advise the Company in writing that it does not agree on a document signed and dated by Chief Steward or his designated representative, or the job classification shall become a part of the existing Agreement.

23.2 UNION MAY FILE POLICY GRIEVANCE

The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within fifteen (15) calendar days, or within such additional time as may be mutually agreed upon by the parties to this Agreement, the Union may then file a grievance in the same manner as a policy grievance. If the Company and the Union cannot reach agreement, the parties will execute a document in writing stating that the parties were unable to reach agreement and Program Manager and Chief Steward will sign and date the document. The Union will have ten (10) days from the date the parties acknowledged, in writing, that no agreement was reached to file the written policy grievance. Nothing herein will prevent the Company from implementing the new job description prior to the arbitrator's decision; however, the Company shall not have the right to revise any job descriptions for the purpose of undermining the negotiated wage rates for work currently performed by employees in the bargaining unit. If the new job description includes the transfer of portions of a job from an existing classification, the transfer of work shall not take place and the arbitrator shall have the authority stop the transfer of work from an existing classification to a new classification. If the wage rate for new work is at issue, the arbitrator shall have the authority to establish a new wage rate for the new classification and make the wage rate retroactive.

23.3 JURISDICTION OF ARBITRATOR

If the grievance is thereafter processed in accordance with the terms and conditions of Article 8, the arbitrator shall have the authority to determine the job description and wage rate.

23.4 NEW JOB CLASSIFICATIONS TO BE POSTED

New job classifications shall be posted on Company bulletin boards for ten calendar days and Section 4.12 and 4.13 shall apply in filling the new job classifications.

ARTICLE 24 - NEW TECHNOLOGY

24.1 COMPANY AND UNION GOALS

The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and, thereby provide economically secure jobs for its employees. The Company will make training available to its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.

24.2 TECHNOLOGY BRIEFINGS

In order that employees can better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union Grievance Committee, the Company will, not less than semi-annually provide a briefing to the Union Grievance Committee of the company's plans for the introduction of new technology which may affect the employees.

During these briefings, the company will inform the Union Grievance Committee of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any intended training programs associated with those impacts. Included will be briefings on the implementation of computer-based systems that will result in the displacement of employees. The Union, and its representatives, will protect the confidentiality of company sensitive and proprietary information disclosed in the briefings.

24.3 TRAINING TO QUALIFY

The Company will make training available to qualify employees to perform the new or changed work resulting from new technology introduction; such training programs will include the Union grievance Committee's appropriate recommendations. The Company shall first train senior employees in the classification affected by new technology.

- (a) The Company promotes and encourages education and training as a means of increasing employee productivity and expanding career potential. The Company will reimburse an employee one hundred (100%) percent of the paid tuition fee for each successfully completed job related course if such employee has received written approval for the course.

24.4 CHANGES IN WORK

When existing job duties are affected by the new technology the Company will advise the Grievance Committee of the necessary changes to be made; the proposed job description, and the appropriate new classification. If the Company and the union cannot agree on the Company's proposed job description or classification the dispute shall be settled in accordance with Articles 8 and 22.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.1 HEALTH AND WELFARE BENEFIT RATE

The Company will pay each employee in cash the amount specified below per hour paid for the purchase of Health and Welfare Benefits. Health and Welfare benefits shall be listed as such on employee pay statements.

H&W	H&W	H&W	H&W
2023	01/01/2024	01/01/2025	01/01/2026
\$8.00	\$8.25	\$8.35	\$8.45

25.2 HEALTH AND WELFARE BENEFIT COVERAGE

Section 1. Health and Welfare Benefit Coverage. Employees may utilize the Health and Welfare Benefits to enroll in a Company provided “bronze level” health plan as described in the affordable Care Act of 2010, or to take as taxable pay if the employee has medical coverage from another source, for example a spouse’s employer or Tricare. An employee choosing “no coverage” can spend the Health and Welfare Benefits on other benefits or take the Health and Welfare Benefit dollars as taxable additions to pay over the course of the year. An employee choosing “no coverage” will have to certify each year that the employee has voluntarily made this election. *An employee accepting the Company Plan shall pay the cost of the benefit from the H & W moneys paid to him as provided in Section 25.1 of this Agreement with the difference remaining with the employee.*

Section 2. During the term of this agreement the Union may present to the Company an alternative for consideration concerning employee health and welfare benefits which is cost neutral. The Company and the Union will meet to discuss possible alternatives to the current employee health and welfare benefits and will amend the contract if the costs are neutral and the majority of the employees approve the change.

Section 3. In the event that the Patient Protection and Affordable Care Act of 2010 (PPACA) causes unanticipated issues concerning the cost of health and welfare benefits or health insurance related issues, at any time prior to August 20, 2023, either party may reopen this Agreement upon sixty (60) days written notice for the exclusive purpose of negotiating changes to health and welfare benefits, the Company’s applicable health insurance plan, all economic provisions of the Agreement, or other issues specifically related to the PPACA.

25.3 PENSION

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement to a maximum of forty (40) hours per week for each employee as follows:

\$2.10 per hour effective 1 January 2024
\$2.15 per hour effective 1 January 2025
\$2.20 per hour effective 1 January 2026

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations, or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable upon the completion of the employee's probationary period, but no later than ninety (90) calendar days after date of hire

D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

25.4 EMPLOYEE MEDICAL PREMIUMS

The parties agree that the Health and Welfare Benefit amounts in 25.1 are intended to cover the cost of basic medical coverage. provided through company plans established for bargaining unit employees. In the event that the cost of the plan offered to bargaining unit employees exceeds that of the monthly amount of Health and Welfare benefits paid based on a 40-hour work week, the company will pay the difference in the premium amount for those individuals who elect coverage. For example, effective 10/01/04 the amount of health and welfare benefit payment which would be made to an employee for a month (app. 160 hours) would be \$539.20. In the event the monthly cost for the plan offered by the company exceeds the \$539.20 for the period 10/01/04 through 09/30/05, the company will pay the difference for each employee who elects coverage.

For any employee who elects to keep coverage held at the time of ratification which is different than that offered to bargaining unit employees, the amount of increase paid by the company will be limited to the equivalent of the increase paid by the company on the plan offered to bargaining unit members.

Increases in premiums paid by the company in excess of the amount shown in 25.1 will only be paid on company sponsored plans. No increase will be made in cash amounts paid to the employees.

ARTICLE 26 - DURATION

26.1 DURATION OF AGREEMENT

This Agreement shall remain in effect until midnight on 19 August 2026 without reopening rights for any purpose by either party, except as otherwise specified in this Agreement, and shall automatically renew itself from year to year thereafter unless written notice of desire to amend, modify or terminate the Agreement is given by either party at least sixty (60) days prior to 19 August 2026, or at least sixty (60) days prior to any annual expiration date thereafter.

If such written notice of desire to amend, modify or terminate the Agreement is given, the parties may nevertheless mutually agree, in writing, to an extension of this Agreement for a specified length of time beyond the expiration date.

Within fifteen (15) days of receipt of any notice to amend, modify or terminate the Agreement, the Union and Company shall commence negotiations unless it is mutually agreed to extend the number of days beyond the fifteen (15) days specified in this Section.

26.2 SEPARABILITY

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

The Company and the Union, within thirty (30) of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree.

The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. The Union reserves its right to strike. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

26.3 MIDTERM MODIFICATIONS OF AGREEMENT

Modifications or amendments to the Agreement may only be made by the approval and written mutual consent of the Union's Full-time Representative and the Company's Designated Representative subject to the bargaining authority granted to them by their respective parties. Such modifications are strictly voluntary in nature and neither party shall be obligated to modify any portion or portions of this Agreement against its wishes. Said modifications or amendments to any section or sections of this agreement shall not constitute a reopening of the entire Agreement.

ARTICLE 27 - SEVERANCE PAY

SEVERANCE: Employees who are discharged from the Company for reason other than disciplinary will be paid two (2) week of the employee's regular pay as Severance Pay.

If Staffing changes are required due to a Contractual change, or a modification is made by the Customer, the Employer will not be obligated to pay Severance to Employee's affected. If the current Contractor determines arbitrarily to change the staffing on Contract, employees will be provided Severance per this Section.

In both instances identified above, the Company will provide a Severance Payout equivalent to two (2) weeks of the employee's regular pay.

ARTICLE 28 - SPECIAL DUTY DIFFERENTIAL

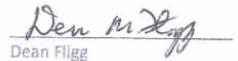
For those employees who require special State and/or local certifications for the performance of their additional duties e.g. Herbicide/Pesticide Applicator, said employees will be paid \$2.25 per hour for each hour that they are performing under those certifications.

In WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective officers and representatives thereunto duly authorized this 16th day of August 2023.

For the Company



David J. Brocheur
President/CEO Altus Technology



Dean Fligg
Site Manager



Rafia Ibrahim
Program Manager

For the Union



Pascal R. Nachimson
Directing Business Representative



Lawrence R. Lorden
Chief Steward

APPENDIX “A” - Economic

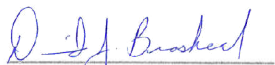
On January 1st of each year of the Agreement, the hourly wage rates listed in the table provided below shall be paid to employees in the bargaining unit.

	1 Jan 2024	1 Jan 2025	1 Jan 2026
Range Control Officer (RCO)	36.94	38.42	39.57
Computer Operator II (CO2)	28.62	29.76	30.65
Heavy Equipment Mechanic	32.30	33.59	34.60
Electronics Technician II	32.15	33.44	34.44
Herbicide/Pesticide Applicator	29.24	30.41	31.32
	6.50%	4.00%	3.00%

MEMORANDUM OF UNDERSTANDING

During the 2023 negotiations, the parties discussed the current practice of shift scheduling and the accrual of hours per week. Pursuant to said discussion the parties agree to continue such practice whereby employees bank one half (1/2) hour of night shift Monday thru Thursday and then report for the Friday shift two (2) hours later than the regularly scheduled start time.

For the Company



David J. Brashear
President/CEO Altus Technology

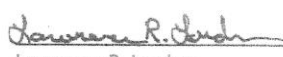


Dean Fligg
Site Manager

For the Union



Pascal R. Nachimson
Directing Business Representative
IAM&AW



Lawrence R. Lorden
Chief Steward