

COLLECTIVE BARGAINING AGREEMENT

Between

Call Henry Inc.

And the

**International Brotherhood of
Electrical Workers, AFL-CIO
Local Union 413**

**From 1 October 2019 to 30 June 2024
Launch Operations Support Contract (LOSC)**

TABLE OF CONTENTS

	PAGE NO.
ARTICLE 1 SCOPE	1
ARTICLE 2 UNION MEMBERSHIP	2
ARTICLE 3 MANAGEMENT	5
ARTICLE 4 HOURS	6
ARTICLE 5 HOLIDAYS	13
ARTICLE 6 GRIEVANCE PROCEDURE	14
ARTICLE 7 SENIORITY	16
ARTICLE 8 ABSENCES	21
ARTICLE 9 SICK LEAVE	24
ARTICLE 10 UNION REPRESENTATION	25
ARTICLE 11 SECURITY	26
ARTICLE 12 WAGES	27
ARTICLE 13 VACATIONS	31
ARTICLE 14 TRAVEL AND TEMPORARY TRANSFER ALLOWANCES	34
ARTICLE 15 MISCELLANEOUS PROVISIONS	36
ARTICLE 16 NON-DISCRIMINATION	38
ARTICLE 17 GROUP INSURANCE	39
ARTICLE 18 PENSION PLAN	41
ARTICLE 19 NO STRIKE – NO LOCKOUT	42
ARTICLE 20 TRAINING PROGRAM	43
ARTICLE 21 ENTIRE AGREEMENT	45
ARTICLE 22 DURATION OF AGREEMENT	46
AGREEMENT SIGNATURE PAGE	47
APPENDIX A WAGE INCREASES	
APPENDIX B WAGE RATE TABLES	
APPENDIX C GROUP INSURANCE DESCRIPTIONS	
APPENDIX D JOB DESCRIPTIONS	

AGREEMENT

This Agreement is made and entered into by and between **Call Henry Inc.** (hereinafter referred to as the “Company”) and the **International Brotherhood of Electrical Workers, AFL-CIO, Local Union 413**, (hereinafter referred to as the "Union" unless otherwise indicated).

ARTICLE 1
SCOPE

This Agreement applies to all installation, operation, maintenance, engineering technician, and warehousing in support of real property, equipment and facilities associated with Launch Operations Support Contract (LOSC) at Vandenberg Air Force Base, California under contract FA4610-18-C-0005(or successor contracts).

ARTICLE 2

UNION MEMBERSHIP

Section 1, Employee Types Defined. Employee types are defined as follows:

- (a) Regular Full-Time Employees – Permanent Employees working a minimum of 32 hours per week, on a scheduled regular basis.
- (b) Temporary Employees – Personnel working a scheduled workweek a minimum of 32 hours per week, who are employed on a short-term basis to support fluctuations in workload. Temporary employees shall not normally work more than 520 hours, at which time they shall be deemed Regular Full Time Employees.
- (c) Part-Time (Occasional or On-Call) Employees – Personnel working on an unscheduled, occasional or on-call basis to support specific mission-critical, launch or operational requirements.
- (d) Summer Interns – Employees supporting temporary assignments during summer months will not be required to join the union regardless of total hours worked or job classification.

Section 2, Coverage. All Regular Full-Time, Temporary and Part-Time employees covered by this Agreement must join the Union or become a financial core member within seven (7) days following the thirtieth (30th) day of employment by the Company (with the exception of Summer Interns).

Section 3, Notification. In the event the Union notifies the Company in writing that an employee has failed to meet the requirements of Section 2 above, the Company shall within one week after such written notification remove such an employee from the job classification specified in this Agreement.

Section 4, Deduction of Dues. Any employee who wishes to have the employer deduct the amount of monthly dues from his pay for transmittal to the Union shall execute an authorization card to be furnished by the Union in the form prescribed. Such authorization shall automatically cancel any prior deduction authorization executed by such employees. The amounts of monthly Union dues and/or payments toward initiation fees will be certified to the employer in writing from time to time by the Financial Secretary of the Local Union. A certification from said Financial Secretary, which changes the amount of said dues, shall become effective no sooner than the first (1st) day of the pay period following a period of thirty (30) days from the date the employer received such certification, provided the employee executes a new authorization for withholding.

One half the current month's dues will be deducted from the wages paid in the first two pay periods of the month, for the full amount of such dues, provided the authorization is received by the employer at least one (1) week in advance of the scheduled deduction period and provided there is sufficient pay available to cover the same for the full amount authorized after all other deductions required by law or authorized by the employee have been made. If the scheduled

deduction for the Union representation dues cannot be made that pay period, the full amount of the deduction will be made from the employee's pay in the next succeeding pay period in the current month in which there is sufficient pay. Deductions will not be made in respect to any prior month's dues except when the employer unintentionally failed to make the deduction in any such month.

Within the pay period following the month in which the deduction has been made, the employer shall deliver to the Union Financial Secretary a check for the amount due, drawn in favor of the Local Union. The employer shall furnish, with the dues check, a list showing the names of employees from whose pay regular deductions have been made, a deduction has been made for the prior month, or no deduction has been made because of cancellation of authorization, revocation of authorization or insufficient earnings in the pay period or new hires.

Part-Time workers are not required to pay dues in months where they are not employed.

Authorizations for deductions of dues which are executed in the form prescribed on or after the effected date of this Agreement may be revoked by employee by a written notice to the employer and the Local Union by registered U.S. Mail, return receipt requested, not less than ten (10) days prior to the expiration of each one (1) year period of authorization. Such revocation shall be effective with respect to the deduction, which would otherwise have been made immediately after such revocation. A newly executed authorization signed by the employee shall be required, if he desires to replace an authorization which deductions have terminated in accordance with the provisions hereof.

It is agreed that a written assignment of the following form (or in a form substantially the same as the following form) will be acceptable for the purpose of this Agreement.

Section 5, Hold Harmless. The Union agrees to save the Company harmless from any action or actions commenced by an employee against the Company for any claim arising out of such deductions, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as above provided. Unintentional errors made by the Company in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

PAYROLL DEDUCTION AUTHORITY

NAME _____ PAYROLL NO. _____

I hereby authorize and direct the Call Henry Inc.to deduct from my pay, Union membership initiation fee, and dues in the amounts fixed in accordance with By-Laws of Local Union 413 and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining Agreement between the employer and the Union.

This Authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of said Agreement, whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one (1) year unless revoked by written notice to the employer and the Union not less than ten (10) days prior to the expiration of each one (1) year period, or of the applicable bargaining Agreement between the employer and the Union, whichever occurs sooner.

Local Union _____ Signature _____

Notes for Union _____ Date Signed _____

Type of Membership _____

ARTICLE 3

MANAGEMENT

The management of the business and direction of the working force, including but not limited to the right to plan, direct and control operations; to schedule and assign work to employees; subcontract and sublet work; to maintain the efficiency of employees; to establish and require employees to observe Company rules and regulations; to hire, layoff, transfer, promote, or relieve employees from duties and to maintain order and to suspend, demote, discipline, and discharge employees for just cause, are the exclusive rights of the Company.

It is agreed that Local Union 413 may process any grievance resulting from the administration of this clause by the Company through the regular grievance procedure, and such grievance or grievances shall be settled upon the merits of the particular grievance.

ARTICLE 4

HOURS

Section 1, Work Week.

- (a) A normal five (5) day workweek shall consist of five (5) consecutive days of eight (8) hours each Monday through Friday and two (2) consecutive days off.
- (b) A normal four (4) day workweek shall consist of four (4) consecutive days of ten (10) hours each Monday through Thursday or Tuesday through Friday and three (3) consecutive days off.
- (c) A normal nine (9) eighty (80) work schedule shall consist of a recurring two-week (2 week) schedule consisting of four (4) consecutive days of nine (9) hours each day Monday through Thursday and one eight-hour day on Friday and two (2) consecutive days off for the first week. The second week shall consist of four (4) consecutive days of nine (9) hours each Monday through Thursday and three (3) consecutive days off.
- (d) Personnel assigned to launch support schedules will automatically revert to a five (5) day eight (8) hour work week starting the first day of the pay week that launch support shifts are scheduled.
- (e) The beginning day of schedules list in paragraphs (a, b) shall be designated by the Company. The Company and the Union may agree to a different pattern of days off.
- (f) The Company shall give a minimum of four (4) working days' notice, to an employee before changing an employee's normal workweek. The employee shall be paid one and one half (1 ½) times their normal rate of pay for the first day when not given four (4) days' notice, provided the employer has had said schedule for four (4) working days prior to giving notice. The employer will notify the employee within one working day of any change to the original launch support schedule.

Section 2, Workday.

- (a) The regular workday shall consist of the first (1st) regularly scheduled eight hours worked in a twenty-four (24) hour period {00:00 to 24:00}, for a five (5) day workweek, or ten (10) hours worked in a twenty-four (24) hour period {00:00 to 24:00} for a four (4) day workweek.
- (b) The starting and stopping times for shifts will be designated by the Company. The Union will be notified concerning changes in normal shift hours prior to such change.
- (c) The place of starting the day's work for all groups shall be at a location designated by the Company. The Company reserves the right to reassign employees to a

different reporting location as job requirements dictate and agrees to give four (4) working days' notice whenever possible.

- (d) Employees shall not be required to transport Company tools or material in their privately owned vehicles. The transportation of material and tools other than assigned hand tools shall be considered as time worked.

Section 3a, Overtime& Premium Pay. (For Fixed Price Non-Reimbursable Work)

- (a) On a five (5) day workweek one and one-half (1 ½) times the base hourly rate shall be paid for the first four (4) hours worked in excess of eight (8) hours in any one day and for the first twelve (12) hours work performed on the sixth (6th) consecutive day worked in the assigned work week. Twice (2x) the base hourly rate shall be paid for all hours worked in excess of twelve (12) hours in any one day or sixty (60) hours in any one assigned work week and for work performed on the seventh (7th) consecutive day worked in the assigned workweek.
- (b) On a four (4) day workweek one and one-half (1 ½) times the base hourly rate shall be paid for the first two (2) hours worked in excess of ten (10) hours in any one day and for the first twelve (12) hours work performed on the fifth (5th) and sixth (6th) consecutive day worked in the assigned workweek not to exceed sixty (60) hours. Twice (2x) the base hourly rate shall be paid for all hours worked in excess of twelve (12) in any one day or sixty (60) hours in any one assigned workweek and for work performed on the seventh (7th) consecutive day.
- (c) Overtime shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime. Pyramiding is defined as the doubling of any overtime rate. Paid absences will be considered as time worked in computing overtime hours. Overtime will not be scheduled to make up for paid absences.
- (d) In case an individual is required to support continuous through the midnight hour, the hours worked after midnight will be included in the previous day's hours for overtime calculation, but recorded as the actual time.
- (e) Crew Rest shall be the eight (8) hours at the end of scheduled overtime. If any Crew Rest time extends into a normal work day the worker shall be paid for those hours at the normal rate of pay.
- (f) One and one half (1 ½) time (premium pay) shall be paid for hours before the start of the employee's normal shift. The employees shall be entitled to work their normally scheduled shift and will not be sent home to avoid the payment of premium pay.
- (g) Scheduled Overtime: When scheduled for work outside the employee's regularly scheduled shift, excluding pre and post shift continuation overtime, the employee shall be paid a minimum of four (4) hours at the applicable overtime rate.
- (h) Pre/Post shift Overtime:

Pre-shift: If an employee has reported on site to their normally appointed reporting location early for work and is requested to begin work earlier than their normally scheduled start time, they shall be paid the nearest full hour at the applicable overtime rate over the actual time worked (e.g., an employee asked to begin work at 6:45am with a normal start time of 7:00am shall be paid a full hour at the applicable overtime rate).

Post-shift: If an employee is requested by management, not proposed by the employee, within ½ hour prior to their regularly scheduled shift end to continue work they shall be paid the nearest full hour at the applicable overtime rate over the actual time worked.

Section 3b, Overtime & Premium Pay. (For Reimbursable Task Assignment Work Only)

- (a) On a five (5) day workweek one and one-half (1 ½) times the base hourly rate shall be paid for the first four (4) hours worked in excess of eight (8) hours in any one day and for the first twelve (12) hours work performed on Saturday. Twice (2x) the base hourly rate shall be paid for all hours worked in excess of twelve (12) hours in any one day or sixty (60) hours in any one assigned work week and for work performed on Sunday.
- (b) On a four (4) day workweek one and one-half (1 ½) times the base hourly rate shall be paid for the first two (2) hours worked in excess of ten (10) hours in any one day and for the first twelve (12) hours work performed on Saturday, and on Friday when the normal work week is Monday through Thursday and on Monday if the normal work week is Tuesday through Friday. Twice (2x) the base hourly rate shall be paid for all hours worked in excess of twelve (12) in any one day or sixty (60) hours in any one assigned workweek and for work performed on Sunday.
- (c) Overtime shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime. Pyramiding is defined as the doubling of any overtime rate. Paid absences will be considered as time worked in computing overtime hours. Overtime will not be scheduled to make up for paid absences.
- (d) In case an individual is required to support continuous through the midnight hour, the hours worked after midnight will be included in the previous day's hours for overtime calculation, but recorded as the actual time.
- (e) Crew Rest shall be the eight (8) hours at the end of scheduled overtime. If any Crew Rest time extends into a normal work day the worker shall be paid for those hours at the normal rate of pay.
- (f) One and one half (1 ½) time (premium pay) shall be paid for hours before the start of the employee's normal shift. The employees shall be entitled to work their normally scheduled shift and will not be sent home to avoid the payment of premium pay.

- (g) **Scheduled Overtime:** When scheduled for work outside of the employee's regularly scheduled shift, excluding pre and post shift continuation overtime, the employee shall be paid a minimum of four (4) hours at the applicable overtime rate
- (h) **Pre/Post shift Overtime:**
 Pre-shift: If an employee has reported on site to their normally appointed reporting location early for work and is requested to begin work earlier than their normally scheduled start time, they shall be paid the nearest full hour at the applicable overtime rate over the actual time worked (e.g., an employee asked to begin work at 6:45am with a normal start time of 7:00am shall be paid a full hour at the applicable overtime rate).
 Post-shift: If an employee is requested by management, not proposed by the employee, within ½ hour prior to their regularly scheduled shift end to continue work they shall be paid the nearest full hour at the applicable overtime rate over the actual time worked.
- (i) Effective July 1, 2020, when working in support of a contractually funded Task Assignment, employees will be paid a premium of two dollars and fifty cents (\$2.50) per hour above their applicable wage at the time of job performance. In the event where work is performed on a task that is not a contractually funded Task Assignment at time of performance but later becomes one, that work will not be considered part of the Task Assignment premium pay.

Section 4, Lunch Periods.

- (a) Non-Continuous Support. The Company agrees to schedule its shifts commencing between 6:00 a.m. and 2:59 p.m. so that an unpaid break for lunch, not to exceed one (1) hour, shall occur at or near the middle of each eight (8) hour shift.
- (b) Continuous Support. The Company agrees to schedule its shifts commencing between 6:00 a.m. and 2:59 p.m. so that a paid break for lunch of twenty (20) minutes shall occur during each eight (8) hour shift at the employee's assigned work location.
- (c) Night Shifts. The Company agrees to schedule its shifts so that a paid break for lunch of twenty (20) minutes shall occur during each eight (8) hour shift at the employee's assigned work location for shifts commencing between the hours of 3:00 p.m. and 5:59 a.m.
- (d) Overtime Support. In overtime situations involving overtime in excess of two (2) hours beyond the employee's shift, the employee shall be provided a twenty (20) minute paid lunch break. An additional twenty (20) minute paid lunch break shall be allowed every four (4) hours thereafter.

Section 5, Person-In-Charge. When two (2) or more employees covered by the Agreement are working together on a project, the Company may assign an in-charge-person as the technical lead for the project. The person selected shall normally be the most technically qualified person to lead the project. A project is a non-recurring task or series of tasks that will normally require more than three working days to complete. Projects are separately funded or authorized by the

Government as either a Task Assignment or Work Request. The duties and responsibilities shall be defined as follows:

In addition to performing the duties of his regular Job Group, Family, Classification, the “in-charge-person” shall be responsible for interpreting job requirements/specifications, laying out work to the members of his group, maintaining control of technical data associated with assigned tasks, assisting coordination of work activities with other Company and/or customer personnel and reporting on work progress, delays and completions as necessary and approval of time sheets. The “in-charge-person” shall not participate in disciplinary action against another employee.

The responsibilities and duties only cover the hours, which the employee is working on a project and for which “in-charge” responsibilities have been assigned.

When an employee covered by this Agreement is requested to and performs the duties of an “in-charge-person”, he shall not be construed to be a supervisor. The person “in-charge” shall be paid a premium over and above his regular rate of pay as follows: one dollar and ten cents (\$1.10) per hour.

An “in-charge-person” who has been working as such continuously for two (2) weeks preceding a Company-observed holiday shall receive the “in-charge” premium for such day.

Employees shall not be discriminated against for refusing “in-charge” duties.

Section 6a. Operations Lead The Company may assign an Operations Lead as the lead for an area or facility.

In addition to performing the duties of his regular Job Group, Family, Classification, the “Operations Lead” shall be responsible for obtaining assigned work from the Work Control Center, laying out work to the members of his group, maintaining control of technical data associated with assigned tasks, assisting coordination of work activities with other Company and/or customer personnel and reporting on work progress, delays and completions as necessary and approval of time sheets. The “Operations Lead” shall not participate in disciplinary action against another employee.

The person performing as an “Operations Lead” shall be paid a premium of three dollars(\$3.00) per hour over the highest paid member working in the area or facility he or she is responsible. For example; if the highest paid person assigned to the Operations Lead is a “Pipefitter” at \$ 20.00 per hour, then the Operations Lead pay is established at \$23.00per hour regardless of the Lead’s personal Family or Group.

Section 6b. General Foreman. The company may assign a General Foreman as the technician in charge over one or more shops performing multi-crafted operations, maintenance, repair, and facility alterationfunctions.

In addition to the duties outlined in Article 4 Section 6a for Operations Lead, the General Foreman shall be responsible for job planning, coordinating, scheduling, executing, supervising, customer and stake-holder interface, material and service procurement coordination, and various technician supervisory roles.

The person performing as a General Foreman shall be paid a premium of six dollars (\$6.00) per hour over the highest paid non-lead member working under his or her supervision regardless of the General Foreman's personal Family or Group.

Section 7, Shift Premium. The Company shall pay a shift premium allowance in accordance with the following provisions:

- (a) Shift Premium Period. Shift premium shall be paid for hours worked between 16:30 and 06:00 with an accumulated time of four hours or more.
- (b) Shift Premium. Those employees eligible for shift premium in accordance with (a) shall be paid such premium as shown below. No compounding of shift premium shall be made when paid during overtime hours.

Shift Premium: One dollar and twenty-five cents (\$1.50) per hour.

Section 8, Scheduling Shift Work.

- (a) Shift schedules shall be set up for one (1) workweek at a time when ten (10) and four (4) shifting is in effect.
- (b) The start and stop time each day shall be set forth on the workweek schedule for each employee's normal shift.
- (c) It will be the policy of the Company to not reassign workers to a different normal shift within one (1) week after their assignment to a shift unless the requirements of operations so dictate. Employees will be notified as soon as possible before assignment to a different shift (i.e., change of normal shift assignment). The employee shall be paid one and one half (1 ½) times their normal rate of pay for the first day when not given four (4) days notice, provided the employer has had said schedule for four (4) working days prior to giving notice. The employer will notify the employee within one working day of any change to the original launch support schedule.
- (d) Scheduling of Saturdays, Sundays and Holidays as normal work days will be held to an absolute minimum consistent with operational requirements.
- (e) A minimum of eight (8) hours will be allowed between regularly scheduled shifts.

Section 9, Call Out Pay. On an emergency call out, an employee shall receive applicable overtime pay on a portal-to-portal basis from anywhere in Santa Barbara County. When an employee is called to work before or called back after having been released from his assigned shift, travel time from, and return to the employee's home shall be considered as work time, a minimum of four (4) hours pay, at the applicable overtime rate, shall apply. The employee on the call out may notify the Duty Officer if in their estimation it is unsafe to be alone on the callout. The Duty officer will be responsible for approving and dispatching the second employee.

If the call out is on a Holiday, the employee will be paid a minimum of four (4) hours at twice their hourly rate.

Section 10, Turnaround Time. Turnaround is the period of time between the completion of the employee's assigned scheduled shift or scheduled overtime assignment and the commencement of the employee's next assigned scheduled shift or scheduled overtime assignment. If such turn-around period is two (2) hours or less, the employee will not be released from work, but will be permitted to continue working until the start of the next work assignment. In the event that such employee is released from work during this two (2) hour period, he will be compensated for the turn-around period at the applicable overtime rate, up to but not to exceed a maximum of two (2) hours.

Section 11, Scheduled Overtime Cancellation. In the event that an employee reports to the job site for scheduled work on an overtime assignment noted above and finds the assignment is cancelled, he will be compensated with four (4) hours pay at the applicable overtime rate.

Section 12, Abuse. Any abuse of the administration of this Article shall be subject to the grievance procedure.

ARTICLE 5

HOLIDAYS

Section 1, Holidays. The Company shall recognize the following holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Pre/Post Christmas Day
Floating Birthday	

When a holiday falls on Sunday, the following Monday will be observed as a holiday. When a holiday falls on Saturday, the prior Friday will be observed as the holiday. Personal holidays must be approved and scheduled in advance (in writing whenever possible). The Pre/Post Christmas Day Holiday will take place on the scheduled shift prior to or following the Christmas Holiday (observed). It will remain within management's discretion to staff appropriate proportions of personnel and trades pre and post-Christmas Day (observed) to ensure adequate contract support. In the event management does not determine a specific need, staffing levels will be kept at minimums based on the employee's time of submitted request (first come, first served), followed by seniority.

Floating Birthday Holiday: The company shall provide an additional day of paid leave annually for each employee's birthday to be utilized within his or her birth month following existing company leave request procedures.

Section 2, Holiday Pay. Employees will be paid eight (8) hours pay at their regular hourly rate of pay plus any applicable shift premium.

Section 3, Eligibility. An employee who is employed on the LOSC contract prior to a named holiday and is on sick leave or vacation in a week in which that named holiday occurs, is entitled to the holiday benefit.

Section 4, Holidays Worked. In addition to the holiday pay provided in Section 2, two (2) times the regular straight time rate of pay shall be paid for all work performed on the holidays designated in Section 1.

Section 5, Observance of Holidays. Those employees whose normal days off are scheduled between Monday and Friday, shall observe holidays which fall on their scheduled day off on the date of the actual holiday. The day off shall be observed on another day during the same calendar week which is mutually agreed to by the company and the employee."

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1, Complaints. In the event that any employee or employees have a complaint, they shall have the right to verbally present the complaint, directly or through their steward, to their immediate supervisor.

If the complaint cannot be settled within ten (10) working days, and involves a matter subject to grievance procedures, it may be reduced to writing and processed in accordance with the grievance procedure hereinafter described.

Section 2, Time Limits. It is agreed that harmonious relations between the parties require the prompt handling and disposition of grievances. A written grievance must be filed within thirty (30) working days after the event occurs which gave rise to the grievance, or it will not be considered in the grievance procedure unless an extension of time has been negotiated between the Company and the Union.

Saturdays, Sundays, and holidays shall not be counted in computing the due date for any decision or appeal therefrom. Time limits for grievance meetings at any step may be extended by mutual agreement of both parties.

Section 3, Grievance Defined. A grievance is defined as a dispute between the Company and an employee or employees, involving the application or meaning of any provision of this Agreement, which is reduced to writing and filed for processing through the grievance procedure. All written grievances shall be presented on a form acceptable to the Union and the Company. The written grievance shall state the Article of the Agreement violated, the complaint and remedy sought; and this, together with any accompanying statement, shall be dated and signed by the steward presenting the grievance.

Section 4, Grievance Procedure.

- (a) First Step. Shall be between the supervisor and the steward. The first step meeting will be held within five (5) working days after the grievance is presented to the aggrieved employee's supervisor. A written reply will be given to the steward by the supervisor within five (5) working days after the meeting. The Union will notify the Company in writing within five (5) working days after receipt of the Company's reply indicating their acceptance of the Company's reply or appeal to the next step of this grievance procedure.
- (b) Second Step. Shall be between the second level supervisor and the Chief Steward for the Union. A meeting will be held within five (5) working days after receipt of the written appeal to second step. A written reply will be given to the Union within five (5) working days after the meeting. The Union will notify the Company in writing within five (5) working days after receipt of the Company's reply indicating their acceptance of the Company's reply or appeal to the next step of this grievance procedure.

- (c) Third Step. Shall be between the Company's Project Manager and the Union Business Manager. A meeting will be held within ten (10) days after receipt of the written appeal to third step. A written reply will be given to the Union within ten (10) working days after the meeting. The Union will notify the Company in writing within thirty (30) working days after receipt of the Company's reply indicating their acceptance of the Company's reply or that it intends to submit the matter to arbitration. All third step decisions will become final and binding on all parties concerned unless the matter is submitted to arbitration.
- (d) If any time limit is exceeded, then the party that exceeded the time limit will concede the grievance.

Section 5, Precedents. A final decision made with respect to any grievances in the first and second steps shall apply to that grievance only and shall not become a binding precedent in the case of interpretation of the Agreement. All settlements must be consistent with the terms and conditions of this Agreement.

Section 6, Arbitration. Any grievance, which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure herein outlined, may be submitted to arbitration within thirty (30) working days of the receipt of the third step reply. The Company and the Union shall endeavor to agree upon an arbitrator; but if they are not able to agree within ten (10) working days following the request for arbitration, either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may request one (1) additional panel, one time only. Upon receipt of the panel names, the Union and the Company shall have five (5) days to meet and alternately cross off an equal number of names from such a panel list; the remaining name shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the Company, the Union and any employee or employees involved. The arbitrator shall have authority only to settle grievances arising pursuant to the terms of this Agreement and may interpret and apply the provisions of this Agreement only to the facts of the particular grievance involved. He shall have no power or authority to add to, detract from, or in any way alter or modify the provisions of this Agreement, nor shall the same question or issue be subject to arbitration more than once.

The Company and the Union shall share the arbitrator's fee and arbitration procedure expenses equally. The Union assumes the responsibility for paying employees for the time during which the Union may call them as a witness in arbitration hearings.

ARTICLE 7

SENIORITY

Section 1, Effective Date of Union Seniority. For the purpose of this agreement, Union Seniority shall be as follows:

- (a) Regular Full-Time Employees – the effective date of Union seniority for all full-time employees covered by this initial agreement is LOSC Date of Hire.
- (b) Temporary Employees – shall accrue no seniority until converted to Regular Full-Time employees in accordance with Article 2, Section 1; at which time their union seniority shall revert to LOSC Date of Hire
- (c) Part-time Employees are not eligible to accrue union seniority.

Section 2, Transfers. Employee members of the bargaining unit shall have their total seniority with the Company transferred when they are transferred from one seniority location to another, regardless of the previous job families or different seniority locations where the employee may have worked. Seniority, as used through this Article, refers to Union seniority unless otherwise stated.

Section 3, Provisions. The following seniority provisions shall apply at the seniority location on which the job is being performed. Seniority locations are defined as separate government bases or subdivisions thereof, that may be determined by the company and agreed to by the Union in the form of a supplemental seniority agreement applicable at the subdivided base.

- (a) Layoff. Employees shall be laid off in accordance with their total Union seniority by seniority locations and by job family, providing the remaining employees at that seniority location are capable of efficiently performing the remaining work. In cases of layoff involving employees with seniority rights, the Company will notify the employee and the Union as promptly as possible and give, two (2) weeks' notice to the employee. In the event two (2) weeks' notice is not given, the employee will receive two (2) weeks' pay (not to exceed 80 hours straight time pay). Employees may only exercise their seniority rights at their own seniority location.
- (b) No employee may transfer or be transferred into any job group while that job group is on layoff status.
- (c) Transfer to Avoid Layoff. An employee who has at least six (6) months service with the company in a job family in his group or another group other than his current job family may exercise seniority rights in that job family at a classification level equal to what he would have received had he not left that job family, provided:
 - 1. He has more total seniority in the other job family than the least senior employee in that job family.
 - 2. He can satisfactorily perform the work of the employee replaced in the other job family within five (5) working days.

Section 4, Seniority Groups.

- (a) The following are the separate job groups and their job families

Group “A”

Electrical, Maintenance and Repair Group

- Operations Lead
- Maintenance Electrician Journeyman
- Maintenance Electrician Apprentice 1 (Yr-1)
- Maintenance Electrician Apprentice 2 (Yr-2)
- Maintenance Electrician Apprentice 3 (Yr-3)
- Maintenance Electrician Apprentice 4 (Yr-4)
- Fire Alarm System Technician Journeyman
- Fire Alarm System Technician Apprentice 1 (Yr-1)
- Fire Alarm System Technician Apprentice 2 (Yr-2)
- Fire Alarm System Technician Apprentice 3 (Yr-3)
- Fire Alarm System Technician Apprentice 4 (Yr-4)

Group “B”

Mechanical, Maintenance and Repair Group

- Operations Lead
- HVAC Mechanic Journeyman
- HVAC Mechanic Apprentice 1 (Yr-1)
- HVAC Mechanic Apprentice 2 (Yr-2)
- HVAC Mechanic Apprentice 3 (Yr-3)
- HVAC Mechanic Apprentice 4 (Yr-4)
- Plumber, Maintenance Journeyman
- Plumber, Maintenance Apprentice 1 (Yr-1)
- Plumber, Maintenance Apprentice 2 (Yr-2)
- Plumber, Maintenance Apprentice 3 (Yr-3)
- Plumber, Maintenance Apprentice 4 (Yr-4)
- Welder, Maintenance Journeyman
- Welder, Maintenance Apprentice 1 (Yr-1)
- Welder, Maintenance Apprentice 2 (Yr-2)
- Welder, Maintenance Apprentice 3 (Yr-3)
- Welder, Maintenance Apprentice 4 (Yr-4)

Group “C”

Equipment Maintenance and Repair Group

- Operations Lead
- Crane/Hoist Maintenance Mechanic Journeyman
- Crane/Hoist Maintenance Mechanic Apprentice 1 (Yr-1)
- Crane/Hoist Maintenance Mechanic Apprentice 2 (Yr-2)
- Crane/Hoist Maintenance Mechanic Apprentice 3 (Yr-3)
- Crane/Hoist Maintenance Mechanic Apprentice 4 (Yr-4)
- Machinery Maintenance Mechanic Journeyman

- Machinery MaintenanceMechanic Apprentice 1 (Yr-1)
- Machinery Maintenance Mechanic Apprentice 2 (Yr-2)
- Machinery MaintenanceMechanic Apprentice 3 (Yr-3)
- Machinery MaintenanceMechanic Apprentice 4 (Yr-4)
- Structural Mechanic Journeyman
- Structural MechanicApprentice 1 (Yr-1)
- Structural MechanicApprentice 2 (Yr-2)
- Structural MechanicApprentice 3 (Yr-3)
- Structural MechanicApprentice 4 (Yr-4)

Group “D”

General, Maintenance and Repair Group

- Operations Lead
- Facility MaintenanceJourneyman
- Facility MaintenanceApprentice 1 (Yr-1)
- Facility MaintenanceApprentice 2 (Yr-2)
- Facility MaintenanceApprentice 3 (Yr-3)
- Facility MaintenanceApprentice 4 (Yr-4)Maintenance Helper

Group “E”

Plant and System Operation Group

- Operations Lead
- Stationary Engineer Journeyman
- Stationary Engineer Apprentice 1 (Yr-1)
- Stationary Engineer Apprentice 2 (Yr-2)
- Stationary Engineer Apprentice 3 (Yr-3)
- Stationary Engineer Apprentice 4 (Yr-4)
- Boiler Tender Journeyman
- Boiler Tender Apprentice 1 (Yr-1)
- Boiler Tender Apprentice 2 (Yr-2)
- Boiler Tender Apprentice 3 (Yr-3)
- Boiler Tender Apprentice 4 (Yr-4)

Group “F”

Materials and Warehousing Group

- Supply Technician
- Material Expeditor/Warehouse Journeyman
- Material Expeditor/Warehouse Apprentice 1 (Yr-1)
- Material Expeditor/Warehouse Apprentice 2 (Yr-2)
- Material Expeditor/Warehouse Apprentice 3 (Yr-3)
- Material Expeditor/Warehouse Apprentice 4 (Yr-4)
- Storekeeper A
- Storekeeper B
- Storekeeper C
- Material Handling Laborer

- Group "G"
- Support Personnel Group
- CMMS Work Control Clerk A
 - CMMS Work Control Clerk B
 - General Office Clerk
 - Secretary, A
 - Secretary, B

Section 5, Job Families.

- (a) Each employee shall have his regular job family and group designated in the seniority file and basic seniority rights in the job family and group. However, it is agreed by the parties that in accordance with the requirements for efficient and productive performance of the work, employees may be assigned permanent duties in more than one job family, provided:
1. Assignments are to the classification levels in other job families of his group that are equal to or lower rated than his regular classification.
 2. The employee shall continue to receive his regular rate of pay while performing other duties.
 3. Employees who are permanently assigned duties in more than one job family shall have seniority rights in all such job families.
 4. An employee who permanently transfers into a job family in his group or another group as a result of a promotion or a transfer request shall not have seniority rights in that job family until he has continuously served a cumulative and documented time in that job family for at least six (6) months. The employee shall have seniority rights in the previous job family while he is accruing the required six (6) months service in the new job family.
- It is further understood that employees who are assigned permanent duties in more than one job family shall have seniority rights in all such job families after serving in that capacity for cumulative time of at least six (6) months.
- (b) Employees may, as required, temporarily perform related incidental duties of equal or lower rated classifications of job families in their group or other groups, provided the employee shall continue to receive this regular rate of pay.
- (c) Employees may be temporarily transferred to other job groups, provided there is lack of work in his group, or a special skill which is needed, is not available within the group.

The Union will be notified prior to any transfers between groups, which are not related to the employee's job skills.

Section 6, Recall Rights.

- (a) Employees on layoff shall have recall rights equal to their length of service up to a period not to exceed twelve (12) months, providing they are physically able to efficiently perform the work available upon their return. Previous employees currently laid off through 1 Oct 2014 will be grandfathered at (24) months.
- (b) Employees shall be recalled at their seniority location in accordance with their seniority and job family at time of layoff, the last laid off being the first recalled. Recalled employees and employees who have transferred to avoid layoff shall return to their job family and classification level held prior to layoff. Employees must answer recall within seventy-two (72) hours of receiving the Company's notice.
- (c) The Company shall be the sole judge whether employees shall be laid off or discharged during the first ninety (90) days of their employment with the Company, during which period the employee shall be considered as probationary.
- (d) Service with the Company does not accumulate while an employee is on a layoff.
- (e) Employees on a leave of absence shall accumulate Union Seniority.

Section 7, Vacancies. When a vacancy exists on any CBA position or in the formation of any new CBA positions, preference in filling such vacancy shall be granted on a seniority basis, provided the employee is qualified to perform the work and when consistent with effective operations. It shall be the responsibility of the Company to inform the Union and the employees that a job opening exists, through a job posting.

Section 8, Transfer Between Groups. When an employee agrees to transfer between groups defined in Section 3 of this Article as a result of a vacancy, employees who are not currently qualified shall be given a ninety (90) day on-the-job qualification period. Employees who are not disqualified within the ninety (90) day period shall, upon being qualified, receive the appropriate rate of pay for such job family and classification. Employees may be qualified prior to the end of the qualification period and will receive the appropriate rate of pay. The Company shall be the sole judge in determining whether an employee is qualified. Should an employee be disqualified, he shall have the right to return to his previous job family and classification.

Section 9, Seniority Privileges for the Business Manager. As long as there is work available which the Business Manager is capable of performing, he shall hold seniority over all employees in his respective occupational classifications. This section shall apply only in case of layoffs.

- (a) In the event the Business Manager is not employed by the Company, Seniority privileges outlined in Section 9 above shall apply to the Chief Steward.

Section 10, Seniority List. The Company will maintain on file a listing of seniority for all employees covered by this Agreement. This list will be revised semi-annually and a copy provided to the Union.

ARTICLE 8

ABSENCES

Section 1, Reporting Requirements. The following reporting procedures shall be used in the event an employee is absent:

- (a) An employee who is absent on a regularly scheduled day shift shall notify their immediate lead/supervisor not later than one (1) hour after his scheduled start time on the first (1st) day of absence at the company designated call in number, unless circumstances beyond the control of the employee prevent such notification.

An employee who is absent on a regularly scheduled shift commencing between the hours of 3:00 p.m. and 5:59 a.m. or an assignment requiring operational support shall notify the Duty Officer at (805) 315-5336 not later than two (2) hours before his scheduled start time on his first (1st) day of absence.

- 1. State the reason for his absence and his anticipated date of return to work.
 - 2. In the event the employee is unable to return to work on the anticipated date, he shall provide notification as stipulated in (a) and (b) above.
 - 3. Except for extenuating circumstances, failure to follow the above procedure will result in non-payment of the employee for the day(s) of illness claimed, and may result in disciplinary action.
- (b) Employees who are absent over two (2) consecutive days without notification and approval of the Company may be terminated unless extenuating circumstances warrant a waiver of this provision. Any waiver is at the sole discretion of the Company.

Section 2, Leaves of Absence.

- (a) Unpaid leaves of absence for personal reasons will be granted at the Company's discretion.
- (b) An approved copy of the formal leave of absence will be furnished to the employee. A leave of absence may be extended upon the approval of the management of the particular work location.
- (c) It is understood that an employee returning from a leave of absence, may at the Company's discretion, be required to take a physical examination at the Company's expense before being eligible to return to work. When the employee returns to work following a leave of absence, he will be re-employed at his seniority location in the position held immediately preceding the leave with appropriate seniority rights, provided such position or a position generally similar is available and the employee can perform the duties.
- (d) Failure to report at the expiration date of an authorized leave of absence will result in termination of employment unless the Company extends the employee's leave of absence.

- (e) No employee shall be permitted to work for another employer while on any leave of absence unless approved by the Company. Such employment by another employer, except for union business, will be grounds for termination.
- (f) Employees must use all accrued sick leave and vacation leave prior to the start of any leave of absence without pay.

Section 3, Military Duty. Any employee ordered to military duty shall be granted a leave of absence, without pay, for such period of time as he may be required for such duty. Upon his return from such service, if he is eligible for re-employment under the terms of the universal Military Training and Selective Service Act, he shall be credited for all purposes, for all time spent in such military service. If such leave is for a period exceeding two (2) months, his current vacation shall be prorated, with credit for any portion of the current vacation year during which he was on the employer's active payroll. For all other purposes under this Agreement, his period of service with the Armed Forces shall be included in determining his seniority as required by law.

Section 4, Military Training. Any employee who is a member of a military reserve component and has mandatory training obligation shall be granted a maximum of fifteen (15) calendar days leave each calendar year when ordered to short tours of active duty for such purposes. In such event, the employer will pay to such employee the difference, if any, between his military pay and base pay, which he would have received if he had continued within the service of the employer for such period not to exceed fifteen (15) days.

Section 5, Educational Leave of Absence. Employees who have completed six (6) months of satisfactory service may be eligible for an educational leave of absence without pay, not to exceed one (1) year, to permit the employee to further his education. Such education must be of definite value to the employee in connection with his job assignments within the Company.

Section 6, Union Leave of Absence.

- (a) For the conduct of Union business only and upon written request of the Union, any employee holding office in the Local Union shall be granted a leave of absence without pay for a period not to exceed six (6) months. Any such leave may be extended for an additional six (6) months by mutual agreement. In computing such employee's seniority for total service credit, such leaves of absence shall be credited as time worked.
- (b) Any employee selected for a position with the Union which takes him away from his work with the Company for a period greater than six (6) months shall, upon written request from the Union, receive a leave of absence for the period of his services with the union, but in no event in excess of an additional forty-eight (48) months. Upon his return, the employee shall be reemployed at the same seniority location and in the position he held prior to beginning his leave of absence or to a position generally similar to that in which the employee was employed at such time, with full seniority status, provided such location and position are available. The employee must apply for reinstatement within thirty (30) days after leaving the employ of the Union. The Company has thirty (30) days after application to reinstate the employee.

Section 7, Medical Leave of Absence. The Company's doctor must approve leave of absence for medical reasons, or sufficient proof acceptable to the Company must be obtained from the

employee's attending physician. Medical leave will not be granted for periods exceeding the length of Company service, not to exceed twelve (12) months.

Section 8, Death in the Immediate Family. An employee who loses time from work because of a death in the immediate family shall be entitled to three (3) days paid bereavement leave of absence at straight time pay. Beginning 1 July 2020, this benefit will increase to five (5) days paid bereavement leave of absence at straight time pay. Up to two (2) additional days paid leave may be granted when round-trip travel in excess of 250 miles is required. Immediate family shall be defined as follows: Spouse, children, step-children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, step-parents, spouse's step-parents, and domestic partners.

The employee shall be required to furnish proof acceptable to the Company, upon request, that such death has occurred and he was in attendance at the place of interment. However, in no event will payment be authorized beyond three (3) days after interment.

Section 9, Jury Duty. An employee who has completed his probationary period who fails to work his regularly scheduled hours because of a summons for jury duty or a subpoena to appear as a witness, but not as a plaintiff or defendant, in a court of law, shall be paid for such absence not to exceed their scheduled work day for a maximum of forty (40) hours per week at his basic straight-time hourly rate less jury duty pay. The employee must give at least forty-eight (48) hours' notice to his supervisor, whenever possible, of required jury duty or witness service. Payment is limited to five (5) days in any week.

To be eligible for payment, the employee must submit a written statement from the appropriate public official listing the dates served.

Any employee working any shift other than the day shift, and who has been called to appear in court, will be considered to be working the day shift for the duration of his appearance.

ARTICLE 9

SICK LEAVE

Section 1, Paid Sick Leave. Employees who have thirty (30) days company service credit shall be entitled to payment for absence due to personal illnesses or injuries.

- (a) Beginning with the employee's date of hire until the following January 31, the employee will accrue basic sick leave at the rate of 6.67 hours per month up to a maximum of eighty (80) hours, which may be used as it accrues during this period.
- (b) The employee will be eligible to accumulate up to a maximum of three hundred sixty (360) hours. These benefits are available once the employee has used up his allowance in his basic sick leave account.
- (c) Sick leave will be paid for part-day absences in increments of one-half (1/2) hours or as precisely as possible, provided the employee has physically reported to work.

Section 2, Purpose of Sick Leave. The Company and the Union agree that the purpose of sick leave pay is to compensate an employee due to absence resulting from illness, injury and medical/dental visits. Normally, the Company will not require an employee to present a doctor's certificate attesting to the illness or injury to qualify for sick leave pay; however, the Company at any time may require an employee to present a doctor's certificate to the Company prior to payment of sick leave pay. Employees returning from an extended sick leave, more than 5 days will present a doctor's certificate to the Company.

Section 3, Reporting Requirements. The reporting procedure defined in Article 8, Section 1, shall apply to this Article.

ARTICLE 10

UNION REPRESENTATION

Section 1. The number of stewards to be recognized by the Company will be determined by mutual agreement of the parties. Before a change in the number of stewards previously agreed upon can occur, a meeting between the Program Manager and the Union Business Manager or their designee will be held. No unilateral change may be made to the number of stewards to be so recognized. The stewards shall be employees of the Company and shall be appointed by the Union. The Union will provide the Company with a list in writing of the names of the accredited stewards and their assigned areas of responsibility on a current basis.

Section 2. The Company recognizes that adequate and proper Union representation is essential to proper administration of the terms of this Agreement. As such, duly appointed stewards, the Chief Steward or the Business Manager shall be allowed a reasonable amount of time to conduct Union business during working hours. Reasonable amount of time shall be defined by the Company's Senior Representative or his designee, as the needs of the steward's, Chief Steward's or Business Manager's work assignments may dictate.

Section 3. The privilege of a steward, Chief Steward or Business Manager to leave his work during working hours will be granted, provided it does not exceed a reasonable time. The time will be devoted to the prompt adjustment of grievances. The steward, Chief Steward or Business Manager will continue to work at his assigned job at all times except when relieved to leave his work to adjust grievances. However, relief will be provided as promptly as possible, and the steward, Chief Steward or Business Manager entering an area must notify the supervisor of the area that he desires to discuss a grievance with an employee. The steward, Chief Steward or Business Manager will be permitted to discuss a grievance with such employee upon proper relief being furnished to replace the employee. Such relief will be furnished as promptly as possible.

Section 4. All Union business, other than the handling of grievances or the administration of this Agreement, to the extent provided herein, shall be conducted by the steward and/or Local Union officers other than during normal working hours. A steward shall confine his Union activities to the handling of oral and written grievances referred to him by employees within areas assigned to him, as steward, during his regularly scheduled work hours.

ARTICLE 11

SECURITY

Section 1. Clearances

It is understood by and between the parties hereto that, as a mandatory condition for permanent employment, each employee must be granted Air Force authorization for unescorted entry into the facilities plus a Secret Security Clearance. To obtain these, the following will apply:

A. Each employee shall be subject to investigation for the unescorted entry authorization and the security clearance under regulations prescribed by the Department of Defense or other agencies of the United States Government that pertain to work on government facilities.

B. If a request for a Secret Clearance is denied an employee shall be subject to immediate termination, unless the Government is dilatory in granting the approval in which case, unless the Government instructs the Company to the contrary, the employee will not be terminated until the government makes its decision.

C. If, after the receipt of a security clearance denial, an employee diligently pursues an appeal to the Department of Defense or any other Governmental Agency for revocation within thirty (30) days of the denial and upon review the security clearance is granted, the employee shall be reinstated without loss of seniority in the same classification and rate of pay including any raises that may have been granted.

D. An Employee must provide his application for submittal within 30 days of employment. Extensions will only be granted with the mutual consent of the Company and the Union, when extenuating circumstances can be documented. Once the application is submitted (and the Employee continues to cooperate with the investigation), the Company may elect to terminate any employee failing to receive either a Full or Interim Clearance given that a reasonable time period has been provided (at least 9 months) and if the employee appears to be at fault for the delay or denial.

Section 2. Liability

A. It is understood that there shall be no liability on the part of the Company, Union or any of the Company's employees for any termination growing out of the denial of a security clearance and/or unescorted entry authorization by the United States Government. Nothing in this Agreement, however, shall preclude employees from following any legal remedy he/she may have against any other person or organization by virtue of the termination of employment under Article XV, Section 1 above.

B. It is further understood, that if upon investigation the Company determines that the action taken for denial of unescorted entry authorization is considered unfair under the circumstances, the Company will assist the employee and the Union in presenting the best possible case to have the employee's unescorted entry authorization reinstated and restoration of lost pay.

Section 3. Employee's Right

This clause shall not, in any way, diminish employees' rights to pursue their rights under the terms of this Agreement.

ARTICLE 12

WAGES

Section 1, Coverage.

- (a) Employees covered by this Agreement shall be paid wage rates specified in Appendices A and C.

Section 2, Administration.

- (a) The Company shall maintain a rate structure and administer job families and classifications set forth in Section 1 (a) of this Article. The Company at its own discretion may pay wages in excess of wage rates specified in Section 1 (a) and may advance employees more rapidly within their classification than is provided for in wage rate ranges specified herein. (For example, an employee may be advanced from the HVAC Apprentice – 1st Year level to the Apprentice – 2nd Year level based on his ability to perform the functions of the job family and classification.)

The Company will furnish up-to-date job descriptions for job families and classifications as set forth in Section 1 (a) of this Article. Such job descriptions shall describe the general duties, responsibilities, education and/or experience, and skills required.

The Company shall have the right to establish new or changed job families and classifications and assign rate structures for such job families and classifications. The Union will be notified of the establishment of the new or changed job family and classification, review the applicable rate structure, and request negotiations with the Company if required. In the event that the parties are unable to agree on a rate structure within thirty (30) days, either party may refer the matter to arbitration in accordance with the applicable provisions of the Agreement. The authority of the arbitrator shall be limited to determining the rate structure for the new or changed positions. Any change in the established rate structure as a result of arbitration shall be retroactive to the date the company placed the rate structure into effect.

In the case of new or changed job families and classifications which must be put into effect prior to completion of review by the Union in order to meet customer requirements, the Company shall have the right to implement the new or changed position and pay rate. However, upon review and/or negotiations as required, the Company will make any change in the established rate structure retroactive to the date the Company placed the rate structure into effect.

Proposed job descriptions for new or changed job families and classifications shall be submitted to the Union for review.

- (b) Employees progressing through the trainee classifications set forth in Section 1 (a) of this Article shall progress automatically to the bottom of the next level after completion of the trainee classification.

- (c) Before employees are hired from the outside to fill senior classification vacancies, the Company must attempt/demonstrate effort made to promote from within the bargaining unit if available employees have the skill and ability necessary to perform the duties of the senior classification.

Section 3, Pay Period. Employees will be paid every two weeks. The pay period may be changed upon mutual agreement between the Company and the Union.

Section 4, Promotions. The intent of this procedure is to afford bargaining unit employees promotional opportunities to job openings occurring in the bargaining unit. Job openings shall first be offered by seniority to employees on layoff status who have recall rights in accordance with Article 7, Seniority. Open jobs not filled by the foregoing shall be posted. Before employees are hired from the outside, the Company will endeavor to promote from within the bargaining unit if available employees have the skill and ability necessary to perform the duties of the open job.

- (a) Procedure for Posting Bargaining Unit Job Openings. When an opening occurs for any job covered by this Agreement, the opening and any subsequent openings that result from transfers shall be filled in accordance with the following procedure:

1. The Human Resources Department will post and distribute announcement of bargaining unit job openings. Posted job announcements shall contain information as to posting date, job title, job level, department and division, a brief description of the job, statement of necessary and/or required skills and abilities, and suspense date.
2. Job openings will be posted for five (5) days excluding Saturdays, Sundays and holidays. An employee must have at least six (6) months continuous service before being eligible to apply for a posted job opening.
3. In order to be eligible for promotions, employees must have the skill and ability to be proficient in the performance of the work as determined by the Company. Eligible employees who feel they possess the qualifications to meet the posted job requirements may apply by designating their interest to their supervisor on the required form. The Company will not be required to consider any requests under this procedure after the posting period has expired. This period may be extended due to unusual circumstances.

- (b) Selection and Approval Process.

1. Within two (2) weeks after the suspense date of the job opening, the Human Resources will arrange interviews for the applicants with the Promotion Review Committee.
2. The Promotion Review Committee shall review all requests for promotional consideration. The Committee shall consist of the Human Resources Manager or representative, the employee's supervisor and/or department manager, and/or the supervisor and department manager having the job opening. All employees applying for promotional consideration will have an opportunity to interview with the Committee. If an employee does not wish to take part in the interview process, a decision will be made based on the existing information.
3. Promotional consideration will be based on the employee's knowledge; skill and ability to perform the job; experience and training in the field of the job opening; satisfactory

- job performance. Preference will be given to those qualified employees within the department where the opening exists. Where qualifications are considered equal, the senior applicant will be given preference. Tests may be used to assist in the determination of qualifications.
4. Within two (2) weeks after the Promotion Review Committee has reviewed all promotional requests, the Human Resources Department will notify each applicant in writing of the Committee's decision. The H.R. Department will coordinate placement of the employees selected for promotion with the appropriate supervisor or manager.
 5. An employee who is selected to fill a job opening may be disqualified from the new job if the employee's performance is unsatisfactory during the first ninety (90) day period. Should an employee be disqualified, he shall have the right to return to his previous classification and job level and will not be eligible to apply for the same job opening for six (6) months. In the event an employee, of his own volition, indicates that he does not want the job, he shall be placed in an open job for which he qualifies.
 6. Nothing in the procedure in any way abridges the provision of this Agreement which states employees must have the skill and ability necessary to do the work, as determined by the Company, and that the Company will make the final determination relative to promotion.

(c) Promotion In-Place. Employees who have reached the top of the range for their job classification may, at the discretion of the Company, be considered for promotion to the next higher classification level in accordance with preceding paragraphs (a) and (b). If promoted in place, the new rate will be the lowest rate of the new classification.

Section 5, Severance Pay.

- (a) Employees with three (3) years, but less than five (5) years of Company service credit, shall be entitled to one (1) week's severance pay.
- (b) Employees with five (5) years, but less than ten (10) years of Company service credit, shall be entitled to two (2) week's severance pay.
- (c) Employees with ten (10) years, but less than fifteen (15) years of Company service credit, shall be entitled to three (3) week's severance pay.
- (d) Employees with fifteen (15) years, or more of Company service credit shall be entitled to four (4) week's severance pay.
- (e) Severance pay shall be paid only in instances where an employee has been laid off due to lack of work. Severance pay shall not be paid if a successor contract is awarded to another company.
- (f) Employees shall not be eligible for severance pay when layoff is due to fire, flood, explosion, bombing, earthquakes, acts of God, strikes, or from work stoppages resulting in the inability to maintain normal operations.
- (g) An employee who refuses to exercise his rights of displacement under the seniority clause of this Agreement shall not be eligible for severance pay.
- (h) An employee who has received severance pay at the time of his layoff and who is reinstated in less than the number of weeks covered by severance pay shall have the amount of overpayment deducted from his subsequent earnings.

- (i) A reinstated employee who has received severance pay from a previous layoff must have twelve (12) months service from his reinstatement date to again be eligible for severance pay. Future severance pay will be calculated from the date of last reinstatement or rehire date.
- (j) Temporary and Part-time employees shall not be eligible for severance pay.

ARTICLE 13

VACATIONS

Section 1, Eligibility. In order to be eligible for vacation benefits, employees must qualify as regular, full-time employees. Temporary employees who are converted to permanent employees will use their original start date as their effective date of hire. Employment for a probationary period is not required in order to receive vacation benefits.

Section 2, Benefits and Definitions. An employee shall begin to accrue vacation benefits on the date of hire and will continue to accrue such benefits for all hours worked and/or periods employed, unless otherwise limited by the provisions of this Article. An employee's vacation benefits will vest immediately as they accrue. As hours are worked and employment continues, each eligible employee shall become entitled to all vacation benefits accrued as they are accrued on a bi-weekly basis effective October 1, 2014.

- (a) **Vacation (Benefit) Year.** The contract year in which vacation is earned.
- (b) **Months Worked.** Thirty (30) day periods during which time an employee was on the job performing assigned duties and responsibilities (i.e., February 2 to March 2).
- (c) **Vacation Period.** That period of time the employee is absent from work and on vacation.

Section 3, Accrual Rate. The rate at which vacation benefits shall accrue is determined by the length of service on the (LOSC), as specified below.

- (a) Based upon his or her anniversary date of hire, each regular full-time employee who has less than five (5) years LOSC service* credit shall accrue, for each month worked, five-sixths (5/6) of a day of vacation up to a maximum of ten (10) days (80 hours) per year.
- (b) Based upon his or her anniversary date of hire, each regular full-time employee who has five (5) but less than ten (10) years of LOSC service credit shall accrue, for each month worked, one and one-fourth (1-1/4) days of vacation up to a maximum of fifteen (15) days (120 hours) per year.
- (c) Based upon his or her anniversary date of hire, each regular full-time employee who has ten (10) but less than twenty (20) years of LOSC service credit shall accrue, for each month worked, one and two-thirds (1-2/3) days of vacation up to a maximum of twenty (20) days (160 hours) per year.
- (d) Based upon his or her anniversary date of hire, each regular full-time employee who has twenty (20) or more years of LOSC service credit shall accrue, for each month worked, two and one twelfth (2-1/12) days of vacation up to a maximum of twenty-five (25) days (200 hours) per year.
- (e) The increased rates of accrual of vacation upon the attainment of the length of LOSC service noted above shall commence on the respective anniversary dates of hire (i.e., 5th or 10th), but will continue to be reflected and credited on a contract year basis.

- (f) Part-time employees will be prorated based upon receipt of two weeks per year.

* NOTE: For vacation accrual calculation, employees are credited for the continuous length of service under predecessor LOSC contracts.

Section 4, General Provisions

- (a) Vacation entitlement and/or pay vests on a pro-rata basis as work is performed. Thus, employees who terminate seven (7) months into the year, for example, are entitled to 7/12 of their annual vacation allotment, and so on.
- (b) In case of an employee's death, any vacation credits accrued on the last day of active employment will be paid to the employee's estate.
- (c) Employees may be allowed to take reasonable amounts of leave without pay (LWOP) at the discretion of the project manager after all sick and vacation leave is exhausted. And is also dependent upon operational requirements and department workloads.
- (d) When an employee is granted a leave of absence without pay:
 - 1. If the unpaid LOA is for less than thirty (30) days, accrued vacation credit, if any, will not be paid prior to the date of departure. No further accrual will take place until the employee returns from the LOA.
 - 2. If the unpaid LOA is for thirty (30) days or longer, no further accrual will take place until the employee returns from the LOA.
- (e) An employee granted a military leave of absence over thirty (30) days, if requested, will be paid accrued vacation prior to beginning the official LOA. No further accrual will take place during the LOA.

Section 5, Vacation Pay

- (a) An employee's pay for vacation is computed using the base pay of the employee as of the payroll period immediately prior to the start of the vacation period. Any vacation that is "carried over" as described in Section 6 below shall be paid using the employee's pay rate that was in effect during the year in which the vacation is taken.
- (b) Employees who have worked as an "In-Charge-Person" for at least a ninety (90) calendar day period immediately preceding their vacation period shall receive compensation, as appropriate, as part of their vacation pay.
- (c) Employees who have worked a forty-five (45) calendar day period immediately preceding their vacation on a permanently assigned night shift, shall receive shift premium payments as part of their vacation pay.
- (d) An employee who leaves the Company will receive pay for all vacation credit accrued.

- (e) Employees who are separated because of layoff due to lack of work will be paid for all earned vacation. No accrual of benefits will take place during layoff.

Section 6, End of Year Vacation Balances. Pursuant to the provisions above, vacation should ordinarily be taken when earned, during the year following its accrual. However, an employee may carry over a maximum of eighty (80) hours of earned vacation to the following vacation year. When such vacation carry-over is taken, such hours(s) will be paid at the employee's current rate of pay. All vacation hours must be used prior to the end of each LOSC contract.

Earned vacation may be carried over at year-end only if business reasons or company requirements interfered with an employee taking such vacation time off. This provision will not be abused, however, and only that portion of an employees' earned vacation, which could not reasonably be taken during the year will be permitted to be carried over as described above. In all cases, the responsible Department Manager must verify in writing to the Program Manager, or appropriate supervision must confirm in writing, that operational requirements did in fact prevent the utilization of such vacation benefits. Reasonableness should guide the application of this provision and company needs should be carefully weighed to determine whether they actually apply, and to what extent. Company needs could reasonably take the form of operational requirements, necessary staffing levels, fluctuations in work requirements, extenuating circumstances, conflicts with specific business events/meetings/schedules, etc., to name just a few.

Any such excess that is properly authorized and is carried over to the following year must be taken at the employee's earliest convenience and will be paid at the employee's current rate of pay. Payment in lieu of taking vacation, which is carried over, is permissible at the employee's request.

ARTICLE 14
TRAVEL AND TEMPORARY TRANSFER ALLOWANCES

Section 1, Transfers. Employees may be temporarily transferred by the Company to another location, either to perform work or to attend school. When an employee is temporarily transferred to a location in excess of one hundred (100) miles from his permanent work location, the following allowances will be applicable:

- (a) Travel Time. Time schedules by the Company for travel via common carrier by the shortest practical route between the applicable transportation centers of the work locations to and from which the employee is transferred shall be paid for between 8:00 a.m. and 5:00 p.m., and when sleeping accommodations are not provided, between 11:00 p.m. and 7:00 a.m., except when the provisions of Paragraph (b) apply.
- (b) Mileage Allowance. If an employee is permitted by the Company to use his automobile as a means of transportation to the destination work location, the Company will schedule day and hour of departure, minimum number of miles to be traveled per day, and shall pay travel time incurred in such use over the route agreed upon by the employee and his supervisor at the time of transfer, between 8:00 a.m. and 5:00 p.m. In such case the employee shall be reimbursed for mileage incurred to the destination and return at the standard mileage rate specified by the Joint Travel Regulations.

An additional mileage allowance at the Federal allowable rate (following the JTR) per mile shall be reimbursed when an employee tows (with prior Company approval) an automobile trailer to be used for living accommodations at the destination work location. If a carrier is used to haul the trailer, an employee will be reimbursed for actual cost, provided he secures prior approval of his superior on the basis of three (3) submitted bids to the supervisor.

- (c) Transportation Allowance. The following transportation allowances shall be paid to the employee to the extent applicable in traveling within the time scheduled for travel:
 - 1. Common carrier fare by the shortest practical route between the transportation centers of the work locations to and from which the employee is temporarily transferred.
 - 2. The Company shall determine the method of transportation to be used.
- (d) Per Diem. Per Diem will be paid in accordance with the Joint Travel Regulations.
- (e) Lodging Allowance. A lodging allowance for lodging en route when a stopover is required and during the duration of the temporary transfer will be provided by the employer. The allowance will be for lodging reasonably incurred and receipted in accordance with the Joint Travel Regulation; and, whenever possible, lodging shall be selected by the Company.
- (f) Miscellaneous Expenses. In addition to parking, garage, ferry, and toll expenses, taxi charges will be reimbursed as incurred.

- (g) Military Quarters and Messing Facilities. Where military quarters and messing facilities are available, the employee shall receive the cost of such quarters and meals plus \$6.00 per day for incidental expenses.
- (h) Travel Advance. A travel advance in an amount sufficient to cover all contemplated expenses shall be provided to the employee prior to departure. Employees shall be required to provide receipts and reconciliation for all expenses incurred in accordance with Company policy.

Section 2, Additional Benefits. The above shall be considered standard minimum relocation benefits for temporary transfers. However, this shall not preclude the Company and the individual employees from negotiating for additional relocation benefits. The Company will notify the Union of any transfers, and the employee may request Union representation be present during any discussions.

Section 3, Use of Personal Automobile.

- (a) No employee shall be required to use his personal automobile on Company business without his consent, nor shall personal automobiles be used for such purposes unless authorized by management. When an employee consents to use his personal automobile on Company business, he shall be paid the rate specified by the Joint Travel Regulations for all cost incurred in the use of said automobile. The above allowance includes the cost of personal liability insurance to the extent required by the State of California and the government. The Company will, however, provide additional coverage with respect to liability to other employees who may be passengers except that such insurance coverage shall apply only after the employee's own personal insurance has been applied.
- (b) Employees driving their personal automobiles who are assigned to report to future work locations at Vandenberg AFB in excess of thirty (30) miles round trip by the most direct route from Thirteenth and New Mexico will be compensated at the rate specified in the Joint Travel Regulations for all miles traveled in excess of thirty (30) miles.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 1, Safety. It is agreed by both parties that too great an emphasis cannot be placed upon the need for safe working conditions. The employer agrees to make all reasonable provisions for safety and health of employees during hours of their employment. Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action, including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes an individual to a clear and present danger to life and limb if immediate notification is given to his supervisor. No set of safety regulations, however, can comprehensively cover all possible unsafe working practices. The Union, therefore, undertakes to promote, in every way possible, the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employee.

Any employee desiring to make a recommendation regarding safety may do so by notifying his immediate supervisor and obtaining and completing a form from one of the Shop Stewards. The Chief Shop Steward shall review the recommendation with the employer's designated Safety Representative who shall note the date received and they shall make an investigation of the safety situation involved within three (3) working days from date received, unless the recommendation is concerning a clear and present danger to life and limb, in which case an immediate investigation shall take place.

Section 2, Bulletin Board. Notices not harmful to the parties of this Agreement may be posted by the Union on a bulletin board furnished by the Company at each base of operation.

Section 3, Change of Address. The employees shall notify the Company of their proper post office address. All laid off employees on the seniority list shall also notify the Company of their post office address. The Company shall be entitled to rely upon its record.

Section 4, Tools. The Company will furnish the tools required to perform work assigned to employees. Employees shall be responsible for the placing of such tools in the employee's assigned vehicle, or gang box provided at the site.

Section 5, Valid Driver's License. Where a valid California Driver's License or valid Government Driver's License is required in the performance of the job, loss of such driving privileges may be grounds for termination or layoff if a non-driving position in which the employee is qualified to perform is not available. Employees will be required to join the Department of Motor Vehicles Employer Pull Notice (EPN) program effective 1 October 2014. Any driving violations that affect the employee's ability to drive company vehicles will be submitted by the EPN program to the employer.

Section 6, Educational Assistance. Employees with one year or more of service shall be eligible to participate in approved educational courses. Such courses will be applicable to the work currently being performed or to work that can reasonably be anticipated that an employee may be performing in the future.

- (a) Employees with one (1) year or more of service shall be eligible to participate in approved courses provided by college, universities and correspondence schools. The Company will reimburse an eligible employee up to seventy-five percent of the cost of registration, tuition, books, and laboratory fees for job-related courses, which are satisfactorily completed to a grade C level.

An employee, receiving other educational aid for the same course, will not be eligible for Company tuition assistance unless the other educational assistance reimburses the employee for less than seventy-five percent of the eligible costs. In that case, the Company shall reimburse the employee the difference between the amount of the other assistance and seventy-five percent of the eligible costs.
- (b) Required English and technical or expository writing courses are normally considered job-related.
- (c) An employee may attend classes prior to the completion of one year's service, but reimbursement will not be made until the employee's first anniversary.
- (d) Prior to registration:
 - 1. All requests for educational assistance will be submitted on an Education Assistance Request to the employee's immediate Supervisor.
 - 2. The Company will determine whether the proposed course is job related or will allow the employee to obtain qualifications necessary for a position of greater responsibility within the Company for which the employee is being seriously considered.
 - 3. The Company will approve the request on the basis of the employee's performance and the Company's need for such qualified personnel, as well as cost considerations.

Section 7, Safety Footwear. The company will provide an allowance of \$150 annually for safety footwear.

Section 8, Uniforms. Employer provided work appropriate uniforms (consisting of shirt and pant) are required to be worn during all hours worked. The employer will also provide maintenance of supplied uniforms.

Section 9, Area Allowance. Employees permanently stationed at Pillar Point Air Force Station (PPAFS) not concurrently being reimbursed for any additional travel expenses while working at PPAFS shall be allowed seven dollars (\$7.00) per hour worked above their applicable wage at the time of job performance as an Area Allowance for highcost-of-living index.

ARTICLE 16
NONDISCRIMINATION

The Company and the Union agree that they shall abide by all nondiscrimination statutes and regulations, including but not limited to race, color, religion, sex, age, national origin, membership in any labor organization, handicapped status and veteran's re-employment rights, that have been determined to be lawful.

This equal opportunity and nondiscrimination policy applies to all employees and job applicants in connection with recruitment, hiring, promotion, transfer, demotion, treatment during employment and layoff or termination.

The use of the masculine gender in the language within this Agreement shall apply equally to both genders.

ARTICLE 17

GROUP INSURANCE

During the life of this Agreement, the Company shall provide a Group Insurance Program comparable in benefits and value to the program that is currently in place as of the date of the signing of this Agreement. See Appendix “C”.

The following benefits will be provided under the Group Insurance Program for employees, their spouses, and family members to age 18 (or 23 if enrolled full time in school). The LOSC contractors’ insurance premium contribution shall be in accordance with the following schedule.

- 1) Life Insurance policy of \$100,000 (beginning 1 January 2015) and Accidental Death and Dismemberment Insurance policy of \$50,000; Company pays 100% of Premium. Employees must pass any required physicals for increased coverage. If an employee does not pass, they will remain at the \$50,000 life insurance coverage level.
- 2) Long Term Disability Insurance; Company pays 100% of Premium.
- 3) Health Insurance –Point of Service (POS) or equivalent(current program in place at signing of agreement), including hospital, maternity, surgical, and medical benefits, and Major Medical
- 4) Dental Plan –Dental Preferred Option.
- 5) Vision Care – Vision Service Plan
- 6) Short Term Disability; employee elective, employee pays 100% of the premium.
- 7) AFLAC – access to coverage, as elected, including Section 125 flexible spending options; employee elective, employee pays 100% of the premium.

In three (3), four (4) and five (5) above

- For each employee the company pays 90% of the premium, the employee will pay 10% of the premium.
- For employees with dependents the company pays 80% of the dependents premium, the employee will pay 20% of the dependents premium.

The employee may opt out of any or all of three (3) through seven (7) above.

Part Time and temporary employees will be paid a benefit allowance of the current SCA benefit rate per hour for each hour worked in lieu of health and welfare benefits.

The Company shall endeavor to assure prompt payment of insurance claims within a forty-five day period after submission to the insurance carrier, or as soon as possible thereafter.

If payments are not received during this period, the Company will contact the insurance carrier for clarification of the delay and will then notify the employee of such delay and reason. Problems concerning insurance and claims processing should be reported to the Human Resources Manager or Representative.

ARTICLE 18
PENSION PLAN

The Company will provide \$2.25 per hour, to a maximum of 2080 hours per year, into a Company sponsored 401(k) plan for each CBA employee.

On October 1, 2019, the company contribution will increase ten cents (\$0.10) to two dollars and thirty-five cents (\$2.35) per hour.

On July 1, 2020, the company contribution will increase twenty cents (\$0.20) to two dollars and fifty-five cents (\$2.55) per hour.

On July 1, 2021, the company contribution will increase twenty cents (\$0.20) to two dollars and seventy-five cents (\$2.75) per hour.

On July 1, 2022, the company contribution will increase thirty cents (\$0.30) to three dollars and five cents (\$3.05) per hour.

On July 1, 2023, the company contribution will increase thirty cents (\$0.30) to three dollars and thirty-five cents (\$3.35) per hour.

The employee shall be fully vested in the 401(k) plan from date of hire.

ARTICLE 19
NO STRIKE – NO LOCKOUT

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

ARTICLE 20

TRAINING PROGRAM

Section 1, Training Committee. A Training Committee shall be formed for the purpose of pooling the resources of the company and Union to deal with changes in technology and develop a joint program to address future requirements.

The objective of the Committee shall be to quantify and formalize training requirements, establish training curriculum for current or related “emerging technologies”, and implement a comprehensive formal and on-the job training program.

The Training Committee shall be comprised of three (3) Union members appointed by the Union and three (3) Company representatives with full voting rights for the Union and Company. When required the Committee may invite participants from the Air Force to ascertain future needs and local colleges to identify available curriculum. The Committee shall meet quarterly or as needed. It is further agreed that at each quarterly meeting the committee will review the progress of each trainee in the program to determine that the trainee is meeting specific objectives of the program, and to recommend remedial training that may be required.

Section 2, Trainee Program Objectives. The company and the Union agree to initiate a trainee program within 12 months from approval of this contract. The purpose of the program is to introduce additional personnel who may lack the prerequisite experience, into the workforce for Job Group “A”, Electrical Maintenance and Repair.

Section 3, Trainee Minimum Experience and Education. Trainees will meet the following minimum education and experience requirements. High school diploma with, high school, trade school, armed services technician school or junior college courses in electronics or electromechanical components or systems. The Union or the company may nominate candidates for final selection by the Training Committee.

Section 4, Structure of the Training Program. The structure of the Training Program will be a combination of formal and on-the-job training with duration of no more than 24 months from entry into the program until the trainee is qualified as a Group “A”, Level “I” Electronics Technician, specializing in either maintenance or installation. The company will make the determination that the trainee meets the minimum requirements.

Section 5, Ratio of Trainees to Total Workforce. At no time shall maximum ratio of number of trainees to the total workforce classified in Group “A”, Electronics Technicians exceed ten (10) percent. Total number of candidates will be determined by the committee, based on employment requirements.

Section 6, Training Program Administration and Curriculum Development. Primary responsibility for development of the training curriculum and administration of the Training Program shall be the training committee or it’s appointed representative.

Section 7, Union Member Mentor Assignments. The Union agrees to the assignment of a Level “II” or “III” technician to serve as mentor to each trainee for the duration of the training program.

The responsibility of the mentor shall be to assist the trainee in the on-the-job training aspects of the program. The training committee shall select the mentors. Either the Union or the Company may nominate mentors.

Section 8, Company Payments Made for Trainees. The company will pay fifty (50) percent of the difference between the Trainee's pay and entry level rate for a Level "I" to cover the trainee's expenses for formal training provided by either the committee or a local college for specific classes identified in the approved Training Curriculum.

Section 9, In Place Promotion Upon Completion of Training. Within five (5) days after receipt of a certification that the employee has completed the required formal and on-the-job training, the employee will be promoted in place to a Level "I" technician.

Section 10, Formal and On-the Job Training for Upward Mobility. The company and Union further agree to implement an upward mobility program to (a) prepare personnel for promotion within each Group and (b) maintain the skills current with emerging technology.

ARTICLE 21

ENTIRE AGREEMENT

Section 1, Right of Modification by Mutual Agreement. This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment; however, this Agreement may be amended in writing by mutual agreement at any time.

Section 2, Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are as set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 3, Legality of Provisions. Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any federal or state law, or executive order of the President of the United States pursuant to law, or final adjudications of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be negotiated in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE 22
DURATION OF AGREEMENT

This Agreement shall be effective from 1 October 2019, and shall remain in full force and effect to and including 30 June 2024 and from year to year thereafter unless written notice be given by either party hereto on or before sixty (60) days prior to the 30th of June of any subsequent year, requesting that the Agreement be amended or cancelled.

If agreement on the amendments desired or the new contract is not reached on the expiration date of the Agreement, the Agreement shall terminate as to all its provisions and conditions.

Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 4 November 2019 by their duly authorized representatives.

**LOCAL UNION NO. 413
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

CALL HENRY, INCORPORATED

APPROVED BY:

APPROVED BY:



Appendix A

Rate Tables

All CBA employees will receive a 2.0% pay raise effective 1 October 2019.

All CBA employees will receive a 2.5% pay raise effective 1 July 2020.

All CBA employees will receive a 3.0% pay raise effective 1 July 2021.

All CBA employees will receive a 3.0% pay raise effective 1 July 2022.

All CBA employees will receive a 3.5% pay raise effective 1 July 2023.