

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**ABACUS TECHNOLOGY CORP.**

**And**

**DISTRICT LODGE 1, Local 2424 INTERNATIONAL ASSOCIATION**

**OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**

**Term of Agreement**

**July 01, 2021**

**To**

**June 30, 2025**

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## **AGREEMENT**

This Agreement is made and entered into as of July 01, 2021 by and between Abacus Technology Corp. hereinafter referred to as "Company" and International Association of Machinists and Aerospace Worker's, AFL-CIO, District Lodge 1, Local Lodge 2424, hereinafter called the "Union." The terms or conditions or covenants contained herein represent the complete agreement between the Company and the Union and replaces all other agreements and practices.

### **ARTICLE I - RECOGNITION AND JURISDICTION**

#### **Section 1. Union Recognition**

The Company recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees at Aberdeen Proving Ground and Edgewood Arsenal, MD.

During the term of this Agreement should the Company be awarded a new scope of work on this contract which includes bargaining unit employees, such bargaining unit employees shall be covered by the wages and benefits in the prevailing wage determination upon which the Company bid the new scope for the contract, until this Agreement is renegotiated.

#### **Section 2. Management Rights**

The management of the business of the Employer and the direction of its personnel, including, but not limited to, the rights, authorities and prerogatives of management are vested exclusively with and may be implemented by the Employer, such as, but not limited to the right to hire and to determine the number to hire, to determine the qualifications required of employees, evaluate, transfer, promote, demote, suspend, schedule, discipline or discharge employees (for just cause), to make work assignments related to work and overtime, to determine a job is no longer required, to administer training, to maintain discipline order and efficiency of the operations, to establish, determine and enforce reasonable standards of production, to make and enforce reasonable work rules, to create, amend or revise policies, rules, regulations and practices, and to introduce new methods, material, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities are rights vested exclusively in the Employer. In the event the Company receives a directive from the COR or Government contacting office, and this directive is in conflict with the CBA, the Company will notify the Union prior to implementing any changes for the purposes of notification, not negotiations. The Company may take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees. Furthermore, it is understood that the Company's rights of management are limited only insofar as the language of this Agreement and applicable laws expressly limits them. Copies of written work rules will be provided to the Union upon request. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to

exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Collective Bargaining Agreement.

### **Section 3. Non-Bargaining Unit Personnel Performing Bargaining Unit Work**

Non-bargaining unit employees will not perform the work of the occupational classifications covered by this Agreement except specifically for purposes of training, systems evaluation, system validation certification, or emergency conditions as necessary to meet critical, mission support requirements.

## **ARTICLE II-DURATION**

This Agreement shall be effective July 01, 2021, and shall be in full force and effect until midnight June 30, 2025, and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new agreement at least sixty (60) days prior to the date of the expiration of this Agreement of any renewal thereof.

### **Section 1. Successor Contractors**

This Agreement shall be binding upon any successor contractors for all the work being performed by the Company which includes the bargaining unit employees at Aberdeen Proving Ground, MD.

## **ARTICLE III - NON-DISCRIMINATION AND COERCION**

Neither the Company nor any of its supervisors or other agents or representative, shall discriminate against any employee because such employee is a member, Steward, Officer, or other agent or representative of the Union.

Neither the Union nor any representative shall intimidate or coerce any employee nor solicit members or funds in the work areas during working hours nor conduct other Union activity during working hours, except as provided for by this Agreement and specifically for reasonable access for new member orientation, sign up and access associated with the grievance process. Similarly, the Company shall refrain from any intimidation or coercion of its employees covered by this Agreement.

The Company and the Union agree that to the extent prohibited by applicable law, the provisions of this Agreement shall not be used, applied or interpreted to be discriminatory against any employee on account of race, color, sex, creed, age, national origin, gender, marital status, political or religious affiliations or beliefs and any other applicable federal or state regulations as may become effective during the term of this Agreement.

Neither the Company nor Union shall discriminate against any employee because of physical or mental handicap nor because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which is the employee qualified. The Company and the Union agree that there will be no discrimination against any employee for any reason for activity either for or against the Union, to the extent protected by applicable

law. The Company and Union agree to comply with all applicable provisions of the Americans with Disabilities Act.

## **ARTICLE IV -UNION MEMBERSHIP**

### **Section 1. Members**

All present employees in the bargaining unit shall become members of the Union within thirty (30) day's after the effective date of this Agreement. Those employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All new employees shall become members of the Union within thirty-one (31) days following their date of hire.

### **Section 2. Membership Requirements**

Employees shall maintain Union membership status in good standing. All employees shall be considered to be in good standing within the provisions of this section if he or she tenders the Union's periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership in the Union. The Union will notify each new employee of the existence of this contract and the requirement that all new employees within the bargaining unit must upon completion of thirty-one (31) days following their date of hire with the Employer become members of the Union in good standing. The Employer further agrees to discharge any employee who fails to comply with the Union's security provision within five (5) days of receipt of a written request to that effect from the Union. The Union agrees to release and hold the Company harmless from any and all claims brought against it as a result of the termination of an employee at the Unions request pursuant to this Article.

### **Section 3. Dues Check-Off**

During the life of this Agreement pursuant to the terms of the form of "Authorization of Check-Off of Dues" provided to the Company by the Union, the Company agrees to deduct Union fees and dues allowed hereunder all and any additional fees or dues authorized by the employee from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" furnished by the Union. The collection of union fees and dues is subordinate to all other collections and deductions (i.e., taxes, garnishments, court ordered deductions, etc.).

### **Section 4. Company Deductions**

The Company will deduct current fees and dues pursuant to the authorization for each month with equal deductions from the pay of employees for the first two paychecks in each calendar month. Deductions provided in Section 1 shall be remitted with the roster of employees with deductions to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. Employee's Union payments are subordinated to all other required (federal, state, court-ordered, medical, dental, pension) deduction. If sufficient money is not available, the Company is not responsible for the collection and submission of that employee's payment to the Union. In this case, the Union will collect its dues directly from the individual concerned.

### **Section 5. Dues Deduction Liability**

The Company assumes no liability concerning the deduction, allocation and distribution of fees and dues and the Union hereby agrees to and shall indemnify and save the Company harmless against and from any and all claims, demands, suits or other forms of liability or expenses in connection therewith whatsoever that may arise out of or by reason of any action taken by the Company in complying with the provisions in this Article.

### **Section 6. Machinist National Political Action Fund (MNPF)**

The Company will deduct MNPF contributions pursuant to the employee-authorized amount for each month with equal deductions from the pay of employees for the first two paychecks in each calendar month. Deductions shall be remitted with the roster of employees and amount of employee contribution to the Financial Secretary of the Union no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. Employee's MNPF contributions are subordinated to all other required (Federal, State, Court-Ordered, Medical, Dental, Pension) deductions.

### **Section 7. IAM Pension Fund**

The Company will deduct Pension Fund contributions pursuant to the employee-authorized amount for each month with equal deductions for the fringe pay of employees for the first two paychecks in each calendar month. Deductions shall be remitted with the roster of employees and amount of employee contribution to the Financial Secretary of the Union no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction was made and shall include deductions made in the previous month. Employee's Pension Fund contributions are subordinated to tax deductions and all other Company deductions (e.g., Medical, Dental, Vision).

## **ARTICLE V - SHOP COMMITTEE AND STEWARDS**

The Business Representative, Chief Stewards for each work area and a Steward for each major work area per shift shall make up the Shop Committee and shall be designated by the Union. The work area is considered to be North and South Aberdeen Proving Ground, MD. The Union shall provide the Company with an up-to-date list of such representatives. Stewards shall be responsible for any grievances and shall discuss such grievances as may arise in accordance with the Grievance and Arbitration Procedure in this Agreement. The Business Representative and a Steward will participate in accordance with the Grievance Procedure and in meetings between the Union and the Company when required. The Business Representative shall have reasonable access to the Company work location and shall observe all applicable safety and security regulations. The Company will be responsible for the pay for negotiation and all grievance investigations to include unfair labor practices and arbitrations.

## **ARTICLE VI- SENORITY**

### **Section 1. Seniority**

The Company shall compute seniority in terms of years, months and days based upon the employee's continuous employment since the employee's last date of hire. The Company agrees to recognize the seniority date of the previous contractor. In case of employees with the same starting seniority date, the employees will be listed alphabetically.

### **Section 2. Probation Period**

An employee shall be on probation for his/her first sixty (60) days of employment during which time:

- (1) The employee is subject to discharge and such discharge shall not be subject to the grievance or arbitration procedure specified in this agreement
- (2) The seniority provisions of the agreement shall not be applicable to the employee.
- (3) Excused absences shall be added to calendar days of employment to extend the probationary period.
- (4) If an employee completes his/her probationary period without having obtained the necessary security or other clearance or without having obtained the certification of licensure required for the position for which the employee was hired and subsequently fails to obtain said clearance, certification or licensure, it shall be grounds for discharge and such discharge shall not be subject to the grievance or arbitration procedure.

### **Section 3. Job Vacancies**

All vacancies for full-time and regular part-time job categories represented by this agreement will be posted by the Company as soon as practical and will remain on the bulletin board for five (5) working days. All employees considering themselves qualified to fill such vacancies who wish to apply for vacancies as listed above must submit a bid form to the Local HR representative, during the time the announcement is posted, All vacancies for posted jobs shall be governed by qualifications (as defined by the Government contract and any relevant job requirements), physical fitness, experience, skill ability and efficiency, but if all are relatively equal, the most senior person bidding on the job shall be awarded the vacant job. Any employee moved to a job that has been posted, as a vacancy shall be on probation for that job for the thirty (30) days.

The Company agrees that beginning April 1, 2021 through the 1<sup>st</sup> year of the contract performance, the individual(s) named in Attachment 1 will be considered for open positions in which he possesses requisite qualifications prior to considering external candidates for open positions within the bargaining unit.

### **Section 4. Reduction in Force**

In the event of any reduction in force or layoff, employees will be laid off in reverse order of seniority within a specific job classification. An employee who is laid off from a classification shall have the right to bump a less senior employee in a classification previously held, from a higher level position to a lower position in the same chain of classification provided the employee meets all job requirements, and is eligible and

qualified to perform the available job. Any personnel laid-off will retain their right to return to work for a period of one (1) year. Exception to this provision shall be made when the service provided to APG-NEC on this contract will be affected by application of this seniority provision and shall not be applied to those assigned to active TDY.

### **Section 5. Recall**

Employees will be called back to work starting with the most senior person within the classification who is eligible and qualified to perform the available job to be filled. Company seniority shall be defined as the total length of service for which the employee has been given credit since his last date of hire. Management reserves their right to promote from within to fill a vacancy with an eligible and qualified current employee and offer the vacated position to be filled by a person described in Section 4 above.

### **Section 6. Loss of Seniority**

Seniority shall be lost by any employee who:

- (a) Resigns;
- (b) Is discharged for just cause;
- (c) Does not report back to work from a layoff within five (5) working days after being notified to report for work (such notification to be by certified mail directed to the employee's last known address as it appears on the Company record). The Union Steward will be given a copy of the recall letter;
- (d) Is permanently laid-off for a period of time greater than one (1) year;
- (e) Does not return to work for the first work shift at the end of an approved leave of absence or;
- (f) Retires.

### **Section 7. Military Service**

Where an employee returns from duty with (i.e. after being drafted or recalled) the Armed Service of the United States Government, such employee's seniority will be granted by such legislation in effect at the time.

### **Section 8. Promotions to Non-Bargaining Positions**

Employees who were previously covered by this CBA and accept promotion out of the Bargaining Unit have the right for up to six (6) months from the date of promotion to decline the promotion and be re-instated back to a previous position held without loss of seniority. To be promoted out of the Unit, it must be to a position not covered by this Agreement. If misconduct occurred the reinstatement must be mutually agreed to between the Union and the Company,

### **Section 9. Seniority List**

The Company will distribute to the Union Representative, at the beginning of each quarter, a seniority list of employees employed by the Company,



**ARTICLE VII- HOURS OF WORK AND OVERTIME**

IN THE CONTRACT WE ARE REQUIRED TO PROVIDE SERVICES FROM 0700 TO 1700 MONDAY THROUGH FRIDAY. WE ARE WORKING WITH THE SITE MANAGER TO PROPOSE A WORK SCHEDULE TO SATISFY THIS REQUIREMENT.

**Section 1. Hours of Work - Hours of Normal Operation**

**A.** APG-NEC is currently operating under an alternative work schedule. The Company is required to provide services from 0700 Monday through 1700 Friday IAW the current contract.

**B.** The work schedule is 5 workdays of 10 hours each as depicted below:

	M	T	W	T	F	S	S
Employee Group A	10	10	10	10			
Employee Group B		10	10	10	10		

**C.** The established workweek is 0630 Monday to 1700 Friday. This schedule includes a 30-minute break for lunch. The schedule also includes a 10 minute break during the first half of the shift as well as a 10 minute break during the second half of the shift.

**D.** The Government determines the hours and days of operation. The Company shall set the hours of work and schedules consistent with the requirements of its contract with the Government. Should the Company determine that it must change the current work schedule the Company shall provide the Union with notice of such change.

**E.** The Company will provide for a 10 minute wash up prior to lunch and a 15 minute wash up at the end of the shift.

**Section 2. Overtime**

**A.** The Company shall have the right to schedule employees to work overtime as directed by the Government.

**B.** Overtime shall be considered all time worked in excess of forty (40) hours in any workweek based upon the workweek which is set forth in Section 1- Hours of work.

**C.** Pay for overtime hours shall be paid at the rate of time and one-half times the employee’s regular hourly rate of pay.

**D.** The structure of the existing contract does not require shift differential pay. In the event that the contract should be changed to require shift differential pay the Company shall negotiate with the Union to satisfy the requirement.

**E.** If an employee is directed by the Company to report to a designated location at a specified time prior or subsequent to his/her regular shift hours; such time shall be paid at

the appropriate rate.

**F.** If overtime is officially cancelled after the employee(s) has been called back to work after completing his/her normal shift reasonable effort will be made to inform the employee(s) of the cancellation before the employee(s) reports. If this effort is unsuccessful and the employee(s) report, the company may, at its discretion, substitute other work if possible. If other work is not, or cannot be substituted, the employee(s) shall be deemed to have worked two (2) hours, and will be paid at the appropriate rate, even if the employee(s) did not work the two (2) hours.

**G.** Holidays recognized by this CBA will be considered as hours worked in the computation of overtime.

#### H. Overtime Equalization

The policy for the distribution and equalization of overtime will be as follows:

1. Each work group (i.e.) Aberdeen Inside Plant Customer Service, Aberdeen Outside Plant, Aberdeen Inside Plant DCO, Edgewood Inside Plant Customer Service, Edgewood Inside Plant DCO) will have separate labor categories IAW Appendix A including CDL holders, both paid and unpaid, listed in order of seniority. All employees will start at zero hours at the onset of this agreement. Lead techs for the work group requiring overtime, unless on authorized leave, will be expected to perform in such capacity when after hour's overtime is required.
  - a. According to necessity of requirement, overtime will be first offered in order of seniority by labor category, and next to the person with the least number of cumulative overtime hours.
  - b. Cumulative hours will be calculated by the total of actual hours worked plus the number of refused hours.
2. In the event that a work group by labor category does not obtain the number of volunteers needed to work overtime, the other work groups can be polled for volunteers, using the procedure established above.
3. A cumulative overtime list will be updated by each work group lead and posted weekly on the bulletin board in each work group area.
4. Cumulative overtime hours will be kept each calendar year January through December and reset to zero January 1 of each year.
5. Employees absent from work for any authorized leave, i.e. vacation, authorized Union business or leave, etc., will not be charged hours while on such leave.

Team leaders from each work group, will be responsible for the forwarding all overtime hours worked or refused to the site location secretary. The site location secretary will be responsible for compiling a cumulative overtime list for the site manager

### **ARTICLE VIII - JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

A list of job classifications is set forth in Appendix A and includes the hourly rate for

those classifications. The Company agrees to provide the Union with copies of any job descriptions and with any changes which may be made from time to time. If the Company establishes a new job classification it shall provide the Union with a job description for that position and a proposed hourly rate, if the Union does not agree with the proposed rate, the Company agrees to bargain with the Union.

The Company will pay either Hazard Pay rate for those jobs described by APG Regulation that qualify for the Hazard Pay When approved by the Contracting Officer Representative (COR) in accordance to with ATC directive for Contractor Hazard Duty Pay.

## **ARTICLE IX - HOLIDAYS, VACATIONS, SICK LEAVE, AND LEAVES OF ABSENCE**

### **Section 1. Holidays**

Holidays will be according to Federal Holiday schedule. Federal Holidays in each calendar year are identified below. When such holidays fall on Saturday, the preceding Friday will be considered a holiday; however, if the preceding Friday is Regular Day Off under the alternative work schedule, the Thursday will be considered the holiday. When such holidays fall on a Sunday, the succeeding Monday is considered a holiday.

New Year's Day, January 1

Martin Luther King's Birthday, the third Monday in January

Washington's Birthday, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Christmas Day, December 25.

Pay provision regarding Base closure/evacuation due to a weather-related closure, Government Shutdown, or other Government action resulting in personnel being unable to access normal work locations, or an Executive Order granting additional time off to Government employees:

- a. When the Government COR authorizes reimbursement, employees unable to work on a regularly scheduled work day due to Government closure of Aberdeen Proving Ground facilities will be paid administrative leave pay for hours not worked.
- b. When the Government COR determines the basis for closure is not reimbursable, the Company will generally adopt a liberal leave policy where employees are allowed to use personal time including Vacation, Sick Leave, or Leave Without Pay for the period of closure.

Employees required to work on a holiday shall receive holiday pay plus one and one-half

times their regular hourly rate for time worked.

**Section 2. Vacations**

It is the established policy of the Company to grant annual vacations to all eligible employees as herein provided. Every opportunity will be made to accommodate the employee vacation schedules. Two (2) weeks' notice should be given whenever possible for vacation periods in excess of three (3) days. Vacation may be used in one (1) hour increments, for short-term absence with approval of the immediate supervisor. If conflicts in requested vacation periods arise the timeliness of the request will be the determining factor. Once a vacation request has been approved, it will not be rescinded by the Company within two (2) weeks of the vacation start date.

For the purpose of determining vacation entitlement, length of service shall be based upon total length of service at the facility with this Employer or its predecessor. Full-time employees who have completed more than one (1) year of service shall accrue annual vacation as follows:

From Beginning of	To Completion of	Vacation with Pay
2 <sup>nd</sup> year	3 <sup>rd</sup> year	2 weeks
4 <sup>th</sup> year	9 <sup>th</sup> year	3 weeks
10 <sup>th</sup> year	15 <sup>th</sup> year	4 weeks
16 <sup>th</sup> year	or more	5 weeks

When a holiday as defined in this Agreement falls within an employee's vacation, such holiday shall not be charged as vacation hours. Unused vacation credits will be paid for regardless of the nature of the termination. Part-time employees shall accrue annual vacation on a pro-rata basis of time worked during the preceding year of service.

Any holiday, which falls in an employee's vacation period, shall be paid for at the rate of eight (8) hours pay and the full-time employee shall receive an unpaid compensation day off.

The Company agrees to carry over accrued vacation time to the following year up to 200 hours of vacation and allow up to one week (40 hours) of unused vacation to be paid out twice a year (total of 80 hours/year). The company agrees to pay out any accrued or unused vacation time at the end of the contract.

**Section 3. Sick Leave**

To meet the APG standard 10 hour work day, the Company grants 7 days at 10 hours/day for a total of 70 hours per year. The Company agrees to carry over up to 200 hours of accrued sick time to the following year.

**Section 4. Leave of Absence**

The Company may grant personal leaves of absence without pay to employees who apply, with at least seven (7) days notice (bereavement and illness excepted), for good and sufficient reasons. Such leaves of absences in excess of thirty days will be considered

on a case-by-case basis to accommodate such unforeseen situations as extended illness or injury, etc.

While the Company may hire a temporary replacement for such long-term absences; the employee will be returned to his vacated position, if it is still authorized, with seniority, upon return from such approved leave of absence. Should extended illness, or injury, preclude a return to his original position or the position has been eliminated, the employee will be offered a position in accordance with his abilities (or limitations) and seniority.

Eligible employees may also exercise their rights to take leaves of absence under the provisions of Federal and/or Maryland's equivalent of the Family and Medical Leave Act (FMLA) of 1993.

Employees elected or appointed to a full-time position with the Union shall be granted a leave of absence of up to one year with no loss in seniority. Such leave may be extended at the employee's request for additional years; such leave will be considered to be annually renewable.

## **ARTICLE X - HEALTH AND WELFARE BENEFITS**

The Health and Welfare fringe Hourly Rate is set forth in Appendix A. Health and Welfare Rate will be applied to hours worked per week for maximum of 80 hours per pay period. The Company will pay a Health and Welfare cash amount based on Fringe Hourly Rate multiplied by the hours worked per week. The Health and Welfare Fringe cash amount will be paid as compensation with regular wages on a two-week pay period. All Holidays, Vacations hours, and Sick Leave hours are considered hours worked. The Health and Welfare Rate will be paid for these hours.

## **ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1. Informal Discussion**

An employee may attempt to settle complaints or disagreements with his supervisor or the manager before commencing with the grievance procedure contained in this Article.

### **Section 2. Grievance Procedure**

Should a complaint or grievance arise during the course of this Agreement, the following grievance procedure shall be used to resolve the issue.

**STEP ONE:** The grievant or Shop steward shall notify the grievant's ATS Ops Manager in writing setting forth the specific basis for the grievance or complaint within fifteen (15) working days of its occurrence. The ATS Ops Manager shall meet with the grievant and Shop Steward within five (5) working days after such written notification. The Company shall respond to the grievance in writing within (5) working days of the first meeting or it may choose not to respond to the grievance, in which case the grievance

automatically moves to STEP TWO.

**STEP TWO:** Should the grievance or complaint not be resolved in Step One, the Union shall notify the Site Manager in writing. Such written notice shall be given within ten (10) working days of the Company response or to the Step One meeting, The Company and the Business Representative or Committeeman shall meet within five (5) working days of such notification, The Company shall respond in writing to the grievance within five (5) working days of the Step Two meeting; or it may choose not to respond to the grievance, in which case the grievance automatically moves to STEP THREE.

**STEP THREE:** Should the grievance or complaint not be resolved in Step Two, the Union shall notify the Abacus Program Manager in writing. Such written notice shall be given within ten (10) working days of the Company response or to the Step Two meeting. Upon mutual agreement, the Abacus Program Manager and the Union Business Representative shall jointly request the services of the Federal Mediation and Conciliation Service. The Abacus Program Manager, appropriate Company Representative, Union Business Representative and appropriate Union Steward will meet with the selected FMCS mediator and will in good faith attempt to resolve the grievance. If either party of the mediator determines that agreement has not been obtained and will not be obtained the Grievance may be submitted to arbitration at the option of either party.

### **Section 3. Grievance Procedure Arbitration**

Any grievance not settled in accordance with the Grievance Procedure Article may be submitted to arbitration at the option of either party. In the event either party submits a grievance or dispute to arbitration, an Arbitrator shall be selected according to and governed by the following Procedure:

- 1) The representatives consisting of Union, the Company Program Manager and the appropriate Company representatives shall meet within ten (10) working days after either party notifies the other of its intent to arbitrate. The representatives shall then try to select an impartial arbitrator. If the parties should fail to mutually agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to provide a panel composed of an odd number of arbitrators from which they will select the arbitrator by each one alternately crossing off a name, and the arbitrator left shall be designated as Arbitrator. The decision of the Arbitrator shall be final and binding, upon the parties and shall be complied within five (5) working days after the decision has been reached, unless waived by mutual agreement.
- 2) The Arbitrator shall have the authority to grant damages and awards for specific grievances, violations or breaches of this Agreement and shall have no power to add to, subtract from, amend or otherwise modify the terms of this agreement.
- 3) The fee and expense of the Arbitrator shall be borne equally by the Union and the Company. The party incurring other expenses shall pay all other expenses.
- 4) The Company shall honor reasonable requests from the Union to release employee from work to testify as witnesses so long as it does not disrupt the

schedule of testing. If a stenographic record is made, either party may order a transcript thereof and the party ordering it shall pay for the full cost.

#### **Section 4. The Companies Procedure**

A complaint or grievance raised by the company shall proceed directly to **STEP TWO** of the grievance procedure. Such complaint or grievance shall be in writing and directed to the Business Representative.

### **ARTICLE XII - NO LOCKOUT/ NO STRIKE**

#### **Section 1. No Lockouts**

In consideration of this no-strike pledge by the Union, the Company shall not lock out employees during the duration of this Agreement.

#### **Section 2. No Strikes**

The Union in no way authorize, call, cause, assist, encourage, participate in, ratify, or sanction any strikes, sit down, slow down, picketing, boycott concerted cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. The Company shall have the right to discharge, suspend, or otherwise discipline any or all employees who cause or participate in any of the above-enumerated activities. In addition to any other liability, remedy or right provided by applicable law or statute, should the above-enumerated activities occur, the Union shall within six (6) hours of a request by the Company:

- (1) Advise the Company in writing that such action has not been called or sanctioned by the Union; and
- (2) Notify employees of its disapproval of such action and instruct such employees to cease such action and resume full work immediately. The Company shall have the right to distribute the written statement provided by the Union in any manner it deems fit.

### **ARTICLE XIII - SAFETY AND HEALTH**

#### **Section 1. Safety Program**

The Company agrees to follow all applicable safety and health regulations and make its best efforts to provide a safe and healthy workplace for its employees, insofar as practical, all matters of occupational safety and health are normally to be handle directly between the designated Union Safety Representative(s) or committee and the designated Management Safety Representatives. Discussions between these parties will be directed toward the rapid and efficient solution of safety and health problems. No employee shall be required to perform work that involves an imminent danger to his or any other employee's health or physical safety once a complaint has been lodged with the immediate supervisor. An employee's refusal to perform work that is in violation to established health and safety rules, or any local, state, or federal health and safety law shall not warrant disciplinary action.

## **Section 2. Safety Committee**

The Union shall provide a representative from each work area to the Company Health and Safety Committee. The purposes of the Committee includes: making recommendations as to the maintenance of appropriate health and safety practices; investigate incidents to determine their causes and assist in the correction of unsafe conditions, monitor compliance with safety regulations; and perform other tasks as may be referred from time to time. The Committee shall meet at least monthly, or as circumstances require. The Company shall provide administrative support for the committee. Time spent by members of the Union shall be considered paid work time. The Committee shall perform its tasks during normal work hours, to the extent possible.

## **Section 3. Injuries**

When an employee at work requires immediate medical attention by a medical practitioner or at a hospital as a result of an industrial injury/illness or exposure to hazardous agents in the work environment, a Company representative will accompany the employee to the treatment facility. If such employee is returned to the work site too late to use normal transportation home, the company will provide such transportation. The Company shall notify the Union Safety Committee Representative of all accidents that occur within 48 hours.

## **Section 4. Protective Equipment and Devices**

The Company will provide protective in conjunction with the government, protective equipment and devices approved as required by APG-NEC to preform required duties in hazardous locations. Safety boots/shoes, gloves for hazardous material, and protective clothing will be provided at the company's expense for personnel requiring such. Chemical protective clothing, protective mask with optional lenses will be provided as necessary by the government organization requiring services. Employees will use supplied safety equipment, personal protective equipment and devices as required by OSHA, applicable SOPs, and CST Army Regulation 385-2. Failure to wear/use protective equipment may cause removal from the job site and/or seizure of non-compliant equipment and devices.

## **ARTICLE XIV - BULLETIN BOARDS**

Departmental bulletin boards shall be provided for the exclusive use of the Union in accordance with Government regulations. Notices, such as announcements of Union meetings, elections and social affairs and other matters shall be posted.

## **ARTICLE XV- DRUG AND ALCOHOL POLICY**

The Company shall have the right to take whatever action necessary in order to comply with the Company Policy, federal and state laws or regulations including the Drug Free Workplace Act and applicable Department of Transportation regulations. The Company shall not require employees to pay for any random drug testing and time expended for drug testing will be considered paid work time. Employees will be given the opportunity



to have Union Representative present during testing.

## **ARTICLE XVI - POLYGRAPH POLICY**

The Company agrees that it shall not require, request, or suggest that an employee or applicant for employment take a polygraph or any other form of a lie detector test unless required under security provisions of the contract.

The State of Maryland, Lie Detector Tests regulation, Title 3, Subtitle 7, is incorporated herein.

## **ARTICLE XVII - ALTERATION OF AGREEMENT**

### **Section 1.**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be binding upon the parties hereto unless such agreement is made and extended in writing by the parties hereto. Only the Union Business Representative with the Negotiating Committee and a duly authorized Company Representative can enter into a binding alteration of the Agreement.

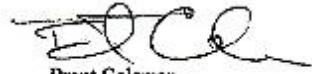
### **Section 2.**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future endorsement of all the terms and conditions herein.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, Abacus Technology Corp. Company Principal and District Lodge 1, LOCAL Lodge 2424, International Association of Machinists and Aerospace Worker AFL-CIO, has caused this agreement to be executed on their behalf.

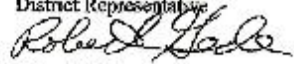
International Association of Machinists and Aerospace Workers, District 1, Local Lodge 2424, AFL/CIO. Union Principals:



Brent Coleman  
District Representative

6/24/21

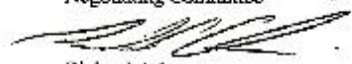
Date



Robert Gode  
Negotiating Committee

6/24/21

Date



Richard Ashmun  
Negotiating Committee

6/24/21

Date 6/24/21

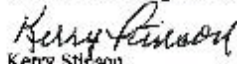
**Abacus Technology Corp. Company Principals:**

*michael wang*

Mike Wang  
Abacus IMCS Program Manager

6/25/21

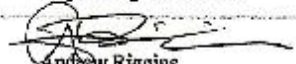
Date



Kerry Strison  
Negotiating Committee

6/25/21

Date



Andrew Riggins  
AIS Ops Manager

Date 6/24/21

**APPENDIX A –Salary, Health and Welfare Fringe, Shift Differential Pay Table**

Annually on July 1<sup>st</sup> of each year of the contract: (i) base wage rates will be increased by 2% and (ii) the H&W rate per hour will be increased by 5% as shown in the following rate table:

LABOR CATEGORY	Effective Dates				
	Current	7/1/2021	7/1/2022	7/1/2023	7/1/2024
General Clerk	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02
Secretary I	\$28.34	\$28.91	\$29.48	\$30.07	\$30.68
Drafter	\$41.31	\$42.14	\$42.98	\$43.84	\$44.72
Supply Technician	\$40.78	\$41.60	\$42.43	\$43.28	\$44.14
Telecom Mechanics I	\$38.52	\$39.29	\$40.08	\$40.88	\$41.70
Telecom Mechanics II	\$42.75	\$43.61	\$44.48	\$45.37	\$46.27
Electronic Tech III	\$43.34	\$44.21	\$45.09	\$45.99	\$46.91
Cable Splicer	\$44.18	\$45.06	\$45.96	\$46.88	\$47.82
Inst & Repair	\$35.83	\$36.55	\$37.28	\$38.02	\$38.78
Warehouse Specialist	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54
Health & Welfare (per hour)	\$8.50	\$8.93	\$9.37	\$9.84	\$10.33

The Company will also contribute \$55.00 per month towards employee’s health insurance.

4 slots to be paid .50 an hour in addition to their regular hourly rate for the operation of a Line Bucket Truck or a Line Digger Truck in which they must maintain a CDL.

The Company agrees to grant bargaining unit employees’ access to the Company 401(K) Plan.

The Company will offer bargaining unit employees Voluntary Short Term Disability (STD) and Voluntary Long Term Disability (LTD) through the Company’s insurance carrier.

Safety Boots. The Company agrees to reimburse employees for Company-approved safety shoes no more than once per calendar year. Company reimbursed safety shoes are to be used solely for official work-related purposes.

When an employee needs a new pair of safety boots, the employee will notify their supervisor or Site Manager. The supervisor or Site Manager will approve the employee's purchase of a new pair of safety boots. The company will reimburse each employee for safety boots as required IAW the chart below:

Outside Plant	\$135.00
Admin/Inside Plant/Supply	\$110.00

**Bereavement Leave.**

Spouse or Child - 5 Days

Parents, Siblings, Grandparents, Grandchildren, In-law – 3 Days

**Attachment 1**

It is understood that the below listed former SRI employee will get preferential hiring consideration for any open positions within the bargaining unit prior to considering any external candidate within the first year of contract performance beginning April 1, 2021.

1. Ethan Kateley
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