

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SCIENCE AND TECHNOLOGY CORPORATION**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 1**

**AT**

**ABERDEEN PROVING GROUND, MD**

**EFFECTIVE**

**September 25, 2020 through September 25, 2024**

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## AGREEMENT

THIS AGREEMENT is made and entered into this day of, 9/25/2020 by and between Science and Technology Corporation, hereinafter referred to as the Company, and DISTRICT LODGE NO. 1, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, hereinafter referred to as the Union, with the purpose of identifying the parties to the Agreement and defines their respective roles and responsibilities and to state the policies and procedures that will hereinafter govern the working relationships between the parties. This agreement becomes effective on 9/25/2020 and shall continue in full force until midnight 9/25/2024. Therefore, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

### ARTICLE 1 - RECOGNITION

#### Section 1

The Company hereby recognizes the Union as the exclusive representative of all employees in the unit for the purposes of collective bargaining with respect to rates of pay, wages, and other conditions of employment.

#### Section 2

The Bargaining Unit covered by this Agreement is defined as and shall include and be limited to all full-time fabrication and Paint Shop employees employed by the Company at Aberdeen Proving Ground, MD on contract W91CRB-17-D-0005. The Bargaining Unit member's positions are identified in Appendix C. The Bargaining Unit shall not include all other employees, including confidential employees, office clerical employees, and supervisors as defined in the National Labor Relations Act.

### ARTICLE 2 – UNION MEMBERSHIP

#### Section 1

It is agreed that as a condition of employment, all employees in the Bargaining Unit, upon completion of thirty (30) calendar days of employment, shall become members of the Union. Those employees who are members of the Union in good standing on the date of the ratification of this Agreement shall remain members on the date of ratification of this Agreement and those who have completed their probationary period shall become members in good standing on or before the 30th day following the ratification of this Agreement.

#### Section 2

Employees who fail to maintain their membership status in good standing shall not be retained. No employees shall be terminated under this Article, however, unless he/she has failed to maintain their membership status in good standing within five days after written notice from the Union of such delinquency and the Company is advised of such failure in a written request for his/her discharge by the Union. The Union agrees to release and hold the Company harmless from any and all claim

brought against it as a result of the termination of an employee at the Union's request pursuant to this Article.

### Section 3

During the life of this Agreement and 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 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" form furnished by the Union.

### Section 4

The Company will deduct current fees and dues as designated by the Union in an amount equally drawn from employees' paychecks. The Union will advise the Company, in writing, the amount of union membership dues. Payments to the Union are subordinate to all other required (federal, state, court-ordered, medical, dental, pension) deductions. If sufficient money is not available from the individual employee, 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 employee. The amounts collected by the Company shall be transmitted as directed by the Union before the end of the month in which the fees and dues are collected.

### Section 5

The Company assumes no liability concerning the 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 of this Article.

### Section 6

- 6.1 The Company will deduct Pension Fund contributions pursuant to the authorized amount in Appendix B - Pension Deduction per Hour Table for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement. The Company will deduct the contributable amount each pay period from Health and Welfare Fringe at an hourly rate of contribution as given in the "Pension Deduction per Hour Table" for Labor Categories represented by this CBA. Deductions shall be remitted with the roster of employees and amount of employee contribution to the IAM National Pension Fund 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. Deviations to the remittance date may be deemed necessary based on the instructions supplied by the IAM National Pension Fund for the remittance method chosen by the Company. Employees' Pension Fund contributions are subordinated to tax deductions and all other Company deductions (e.g., Medical, Dental, Vision).
- 6.2 The hourly rate contributed shall not exceed a maximum of forty (40) hours per work week.

- 6.3 The Company shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid leave or paid holidays.
- 6.4 The Company shall also make contributions whenever an employee receives vacation pay at termination, or vacation pay in lieu of time off.
- 6.5 Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.
- 6.6 The IAM Lodge and the Company adopt and agree to be bound by, and hereby assent to the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 6.7 The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- 6.8 This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement, or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

### ARTICLE 3 – RESERVATION OF MANAGEMENT

#### Section 1

The Company retains all of the rights and functions of management except to the extent they are expressly and specifically modified or limited by the written, specific provisions of this Agreement. The rights retained by the Company include, but are not limited to: the right to determine the direction of the workforce, the products to be manufactured, the location of work, the schedules of production, the schedules of hours and shifts, and the methods, processes and means of manufacturing; the right to hire, promote, demote and transfer employees; the right to establish reasonable policies and rules of conduct in addition to any rules contained in this Agreement; the right to discharge or discipline for just cause; the right to determine, establish, change and modify production and quality standards; the right to determine the number of personnel, methods, means and facilities by which operations are conducted; the right to determine and control the amount of overtime; the right to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; and the right to determine what work, if any, that shall be performed by contractors, except as may be limited by this Agreement. The Company explicitly retains any and all rights which are not covered by this Agreement.

## Section 2

The Company retains the right to make and/or revise reasonable rules and regulations as it may deem best for the purposes of maintaining order, safety, and for effective operation of the Company. The Company shall advise the Union of any new rules or regulations specific to the Bargaining Unit in writing 5 days before the effective date of the change. The Union may challenge the reasonableness of any new rule or regulation specific to the Bargaining Unit made after the effective date of this Agreement or modifications to existing rules contained in this Agreement after notification in accordance with the time requirements and procedures of the grievance procedure.

## Section 3

The Company performs work as directed under contract to the U.S. Government, using the government facilities and equipment, and must abide by the terms and conditions of the contract. The Company is limited to the work hours and locations for performance as directed by the U.S. Government. Nothing in this agreement will usurp the contractual agreement.

## Section 4

Prior to assigning employees to new work assignments, management will obtain information relating to point of contact, work number, and will make best efforts to obtain specific direction from the customer as to the work to be performed.

Management will agree to conduct daily meetings with employees without attendance by government personnel.

## ARTICLE 4 – NO STRIKE OR LOCKOUT

### Section 1

The Union will not cause, or permit its Bargaining Unit employees to cause, nor will any employee in the Bargaining Unit take part in, any walkout, sit-down, or slow-down in any plant of the Company, its parent, divisions or affiliates or any curtailment of work or restriction of production or interference with production of the Company, its parent, divisions or affiliates. The Union will not cause, or permit Bargaining Unit employees to cause, nor will any employee of the Bargaining Unit take part in any: strike, work stoppage, slowdown, walkout, sick-out, mass absenteeism, boycott, secondary boycott; other interference with or curtailment of production of any kind, including sympathy strikes, or of any of the operations of the Company; or picket any of the locations of the Company during the term of this Agreement. Representatives of the Union, including the plant representatives, shall have the duty of affirmative leadership to prevent violations of this Article. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operations of the Company, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any employee who violates this Article may be immediately discharged. Breaches or alleged breaches of its Agreement by the Company shall be pursued by the Union through the grievance process and

shall not be grounds for the Union or Bargaining Unit employees to violate their obligations under this Article 4.

### Section 2

The Company reserves the right to discipline, up to and including discharge, any employee, including Union representatives, taking part in any violation of this Article. The Company also reserves the right to hire replacement workers to meet its production needs, to seek damages, and to request injunctive relief from a court of competent jurisdiction for violations of this Article. The Company agrees that it will not file any action for damages against the Union for breach of this Article provided that the Union has not authorized a strike or other violation of this Article which is the subject of such action and further provided that this waiver shall not be effective if the Union shall have been notified of the existence of a strike and shall have refused to take reasonable steps to prevent or cure the violation of this Article.

### Section 3

The Company will not cause a lockout during the term of this Agreement provided the Union, its representatives, and members comply with their obligations under this Article.

## ARTICLE 5 – EQUAL APPLICATION OF AGREEMENT

### Section 1

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied fairly and equitably to all employees without regard to sex, race, color, age, religious creed, national origin, disability or any other basis prescribed by federal or state law.

Any employee, who claims that in violation of the above principle, he/she has been denied rights guaranteed by this Agreement, has the right to complain pursuant to the grievance procedure contained in Article 7. The grievance shall state the basis (race, sex, etc.) of the claim of discrimination and, except as limited or modified by this Article, shall proceed through the regular grievance process.

Notwithstanding anything contained in the Agreement to the contrary, any grievance appealed to the second step of the grievance procedure shall be accompanied by a written statement setting forth the specific facts with any supporting statements or documentation that is relied upon in making the allegations of discrimination.

The Union agrees to encourage its members to utilize the grievance procedure rather than outside agencies.

### Section 2

The Company will not discriminate against any employee because such employee is a member, steward, officer, agent or other representative of the Union. The Company and the Union agree that

there will be no discrimination against any employee for any reason of activity either for or against the Union to the extent protected by applicable law.

## ARTICLE 6 - REPRESENTATION

### Section 1

For the purposes of plant representation, the Company agrees to recognize plant representatives consisting of four (4) employees who shall function as the plant bargaining committee and shop stewards and four (4) alternates who have been duly elected by the Bargaining Unit or appointed by the Union (hereinafter "Representatives"). The alternate Representatives shall only function in the absence of one of the primary Representatives. Plant Representatives shall perform all the necessary function of the Union as provided herein.

### Section 2

If additional permanent shifts are established, with ten (10) or more employees assigned to the shift, one (1) representative and one (1) alternate shall be elected or appointed for each shift.

### Section 3

No employee will be recognized as a Representative of the Union until the Program Manager is notified in writing by the Union of the employee's election or appointment. The written communication concerning the first appointed or elected Representatives under this Agreement shall be directed to the Program Manager within five (5) working days of the effective date of this Agreement. Changes in the Representatives will also be made in writing and delivered to the Program Manager before the Company will recognize such representatives.

### Section 4

Representatives shall be permitted a necessary and reasonable amount of time to leave their work stations during regular work hours for the purpose of representation. Such time shall only be utilized for the purpose of representing employees in the pursuit of a grievance under the terms of the grievance procedure or representation on disciplinary proceedings and shall not be utilized to solicit grievances or to conduct union business. Such representation shall only be conducted during regular shift hours and not extend into overtime periods.

Representatives seeking to leave their work areas for the purpose of representation shall first report to their Supervisor, identifying the nature of their union representation and obtain permission to leave their job. Representatives shall also identify the nature of their union representation, seek and obtain permission from the Supervisor before entering a work area. Such permission shall not be unreasonably withheld; provided, however, that the Supervisor may determine if production needs require that the activity be conducted at a more convenient time.

Representatives shall represent only the employees on their shift, except in cases where the designated Representative and alternate for the shift is absent from his/her shift. Management will not deny an employee's request for a Union steward at a meeting between management and the employee.



## Section 5

All necessary appearances of Representatives before governmental agencies, arbitrators of boards for the purpose of settlement of disputes between the Company and the Union shall be without pay. Except with the prior approval of the Program Manager, there shall be no more than one Representative of the Union at any such proceeding unless additional Representatives will appear as necessary witnesses. The Union shall give a minimum of three (3) days' notice when Representatives will appear as a witness and specify who and what part the Representatives will take in the proceeding.

## Section 6

When partial workforces are scheduled for overtime (daily, Saturday, Sunday or Holidays) the Representative assigned to the affected shift shall be scheduled for the overtime, provided he or she can, in the Company's sole judgment, perform one of the jobs scheduled. In such cases:

- a) The Representatives shall only be eligible to work overtime associated with his or her starting time and shift.
- b) The Representative shall not be eligible to work more hours than employees on his or her shift.
- c) If the primary Representative cannot perform one of the jobs scheduled, the alternate Representative may be assigned the overtime.
- d) If the Representative and alternate shall be entitled to work under this Agreement and both decline or are unable to work an overtime shift as provided in this Section 6, then the employees on the overtime shift shall be without representation and this shall not be deemed to limit the Company's right to discipline or take such other action due to the lack of available union representation.

## Section 7

The Union shall conduct no union meetings during working time or on Company assigned property. The Union will also not solicit membership or conduct other non-Company business, including the distribution of literature, during working time or in working areas, without prior approval of the Program Manager. The Company agrees to include Union literature in orientation packages provided to new hires. Any non-employee Union representative seeking access to Company assigned areas shall first contact and obtain approval of the Program Manager or the Supervisor in charge at the time.

## Section 8

The Representatives shall head the seniority list while serving in their representative capacities, after which they shall resume their regular seniority standing. Seniority given to the Representatives for the purpose of representation shall not be used for the purpose of bidding for posted jobs or for promotion of any kind; only actual seniority of the employees shall apply in those situations.

In case of a reduction in the workforce, layoffs of the Representatives shall be accomplished according to Section 1 of Article 11 of this Agreement.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### Section 1 - The Grievance Procedure

It is the mutual desire of the parties hereto that complaints should be adjusted as quickly as possible. Should any differences arise between the Company and the Union as to the application or interpretation of this Agreement, such grievances shall be pursued and adjusted strictly according to this Article 7 and the following steps in the order named.

**Step 1** It is understood that an employee shall not be considered to have a grievance until he or she has first given his or her immediate supervisor an opportunity to address the complaint. The representative of the Union shall present the grievance to the employee's Supervisor for consideration. If a resolution is not reached to the employee's satisfaction or if the Supervisor fails to respond within two (2) working days after being presented with a grievance, the Representative shall reduce the grievance to writing on a form agreed to by the Company and the Union, stating with specificity the nature of the grievance, identifying the specific provisions of this Agreement alleged to have been violated, and the remedy sought.

The grievance shall be submitted in written form, to the employee's supervisor with a copy to the Program Manager. The Program Manager will sign the Union's copy of the grievance and acknowledge receipt of said grievance. The grievance shall be signed by both the employee and the Representative, when possible. No grievance shall be considered, and the grievance or complaint of the employee and/or Union will be deemed waived, where the circumstances giving rise to the complaint or grievance occurred more than five (5) working days before the written grievance was filed.

The Program Manager or other designated management representative will respond on behalf of the Company within five (5) working days from the date he/she receives the grievance. Failure of the Company to respond within five (5) working days of Program Manager's acknowledgement of receipt shall be treated as a denial of the grievance.

**Step 2** Any grievance which is not resolved in Step 1 to the Union's satisfaction shall be submitted to Step 2 by serving written notice to the Program Manager within five (5) working days after the receipt of the Company's written disposition or expiration of the Company's time to respond as provided in Step 1. The Program Manager and his designated representative(s) shall meet with the Representative in an effort to reach satisfactory settlement. Such meeting will be arranged within ten (10) working days after the request for referral to Step 2 by the Union. If a settlement is not reached at this Step 2 meeting, the Program Manager will provide a written confirmation of same at the time of or within five (5) working days of such Step 2 meeting. Failure of the Company to provide such written confirmation shall be treated as a denial of the grievance.

**Step 3** Any grievance which is not resolved in Step 2 to the Union's satisfaction shall be submitted to Step 3 by serving written notice to the Company Chief Operating Officer (COO), with a copy provided to the Program Manager, within five (5) working days after receipt of the Company's written disposition or expiration of the Company's time to respond as provided in Step 2. A meeting will be arranged between the Regional Representative of the Union or his or her designated representative, the Program Manager, and the COO or his or her designated representative to discuss the grievance. Such meeting shall be attempted to be arranged within ten (10) working days. If the matter is not resolved at the Step 3 meeting itself, the COO or his or her designated representative will provide a written confirmation of the Company's position at the time of or within ten (10) working days of the meeting. Failure of the Company to respond within ten (10) working days shall be treated as a continued denial of the grievance.

**Step 4** Any grievance which is not resolved in Step 3 to the Union's satisfaction may be submitted to arbitration by serving written notice to the COO, with a copy to the Program Manager, within five (5) working days or receipt of the Company's written disposition or expiration of the Company's time to respond as provided for in Step 3. The notice requesting arbitration must identify the provisions of the Agreement allegedly violated and must set forth sufficient facts and circumstances to provide the Company with reasonable notice of the nature of the grievance.

If the matter is to be arbitrated, the Union shall submit a request for a panel of arbitrators to the Federal Mediation and Conciliation Service within fifteen (15) working days of its appeal to arbitration and the parties shall then select an arbitrator in accordance with the procedures of the Federal Mediation and Conciliation Service. The Arbitration proceedings shall be governed in accordance with Section 2 of this Article 7.

## Section 2 - Arbitration of Grievances

- a) Any grievance not resolved or waived during the grievance procedure in Section 1 which is appealed to arbitration, shall proceed in accordance with the following:
  1. The parties shall conduct the arbitration in accordance with the Federal Mediation and Conciliation Service Rules. The parties may first attempt to agree on an arbitrator. If unable to agree, the Union shall request a panel of arbitrators from the Company and the selection shall be made by striking names, alternatively until one name remains.
  2. The cost and expenses of the arbitration, including by way of example, the arbitrator's fees, shall be shared equally. Other costs shall be the responsibility of the party seeking additional services.
- b) Decisions of the Arbitrator consistent with this Article shall be final and binding on both parties.
- c) The parties may mutually agree to hold a pre-arbitration meeting to clarify their respective positions and attempt to resolve the grievance prior to arbitration.

- d) Grievances within the meaning of the Grievance Procedure and this arbitration clause shall consist of disputes about the interpretation, application or administration of particular clauses of this Agreement or alleged violations of the Agreement.
- e) The Arbitrator shall have authority only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance.
  - 1. The Arbitrator shall have no power to alter, amend, add to, or subtract from or to modify any of the terms of this Agreement.
  - 2. The Arbitrator may not waive or extend the time periods for appeal or referral to appeal to the next step of the grievance process as required by Section 1.
  - 3. The Arbitrator shall have no jurisdiction over matters of interpretation of insurance policies or pension or 401(k) requirements or matters of environment, health and safety not specifically related to a provision of this agreement.
  - 4. Notwithstanding any rules to the contrary, the parties shall bear their own fees and costs and the arbitrator will not be permitted to render an award of fees to either party.

### Section 3 General Provisions

Notwithstanding anything contained herein to the contrary, the following shall apply to all grievances and procedures under this Article 7:

- a. No actions of the Company prior to the effective date of this Agreement shall be considered the subject of a grievance.
- b. Grievances not appealed by the Union to the next step within the time limits provided in Section 1 shall be considered as having been adjusted to the satisfaction of the employee and the Union on the basis of the disposition last made by the Company, shall not be eligible for further appeal and the Company shall not be required to participate in the grievance process or arbitrate untimely claims.
- c. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation or income received from any source, including by way of example, but not by way of limitation, unemployment compensation or compensation for personal services. It shall be the employee/Union's burden to prove back wages in any arbitration proceeding under this Article 7.
- d. Employees may be awarded back pay from no earlier than the date the grievance is filed, except that such awards may be retroactive for thirty (30) days prior to the date the grievance was first submitted in cases involving errors in pay in the case of automatic increases or trainee increases. The payment of any settlement, adjustment, or award regarding pay issues shall be reflected on

the employee's regular payroll check stub. Exception to this provision is as noted in subsection "c" above.

- e. The Company shall not be responsible for claims of back wages for periods of delay in pursuing the employee's grievance by the Union after the date the arbitrator is selected in accordance with Section 1 of this Article.
- f. The grievance procedure outlined herein can be availed of by the Company by filing such grievances in writing with the Union. In the event a grievance is filed by the Company, the right to arbitrate is also available.
- g. An agreement reached between the Company and the Union at any stage of the grievance procedure is binding on all workers affected by the subject of or issue or issues raised in the grievance and the settlement cannot be challenged or re-asserted in a separate grievance by an individual employee. However, nothing in this section shall stop or otherwise prohibit the parties from mutually agreeing that a specific settlement will not be precedential in the future.
- h. A record of the disposition of all grievances shall be kept by the Company and furnished to the Union upon request.

#### Section 4

Upon request, employees have the right to representation by the Union in all proceedings involving discipline, except in those circumstances where the Representative declines to work an overtime shift as set forth in Section 6 of Article 6. In matters involving suspension or discharge, the Representative on that shift shall be notified by the Company of the disciplinary action in advance of the action being taken or at the time the action is taken if advance notice is not possible.

### ARTICLE 8 – PAID LEAVE

#### Section 1 – Personal Leave Plan (“PLP”)

The PLP period is granted based upon the day submitted. Seniority will be considered if two (2) or more requests are submitted for the same period on the same day and there is a limit on the amount of personnel who can be gone at the same time. PLP earned in a year is vested at the end of the year on the employee's annual anniversary date each year. PLP must be requested in advance through the employee's supervisor or working lead. Holidays occurring during a PLP period will not be counted as PLP time. Part time employees will accrue PLP time on a pro rata basis based upon hours worked in the previous years.

##### A. PLP Accumulation:

- 1. Employees who will have attained the Company adjusted service date, recognizing prior service on the “Machining, Welding, Painting, and Fabrication Service Contract” and its predecessors, specified in the table below during their PLP year shall be entitled to the corresponding PLP allocation on their anniversary date.

Leave Schedule:

1-2 YEARS	80 HOURS
3-5 YEARS	120 HOURS
6-10 YEARS	160 HOURS
11 -14 YEARS	200 HOURS
15 AND OVER	220 HOURS

- B. An employee can carry over two (2) times his or her annual allocation of PLP. Any PLP over the allowable carry over amount will be paid out at the current rate of pay within two pay periods of the employee's anniversary date.
- C. PLP pay shall be at the employee's regular hourly rate for each hour of approved PLP.
- D. PLP hours will count toward time worked when used except for calculation of overtime premium.
- E. Employees who discontinue service with the Company for any reason shall be paid out at the employee's regular hourly rate for any unused but vested PLP.
- F. Use of PLP must be approved in advance by a Company supervisor or manager.
- G. If an employee dies while on the payroll of the Company, all unused PLP will be paid out at the employee's current hourly rate.
- H. Each employee who is eligible for paid PLP may, at his option, elect to take PLP in one half (1/2) hour (30 minute) increments as long as this is approved by the employee's supervisor.
- I. The PLP year shall be defined as the period of employee's yearly anniversary date. For example, employees will receive 80 hours on their first anniversary, 80 hours on their second anniversary, 120 hours on their third anniversary, etc.

Section 2 – Base Closure Leave

1. Employees covered under this Agreement will be provided 38 hours per year on February 1<sup>st</sup> of each year to use in the event employees lose time as a result of base closures. Newly hired employees will be granted a pro rata portion of this leave upon hire calculated based on complete months remaining between the employee's date of hire and the following February 1. Base closures shall include:

- a. Weather related closures (including late starts and early departures)
  - b. Base closures due to government shutdowns such as sequestration
  - c. Additional closures beyond what the government has notified the Company of in the Statement of Work governing the Company contract operations at Aberdeen
  - d. Base closures will include 59s.
2. The Statement of Work indicates that the government may continue to observe reduced operations in the three periods listed below and reserves the right to reduce its operations for additional periods.
  - a. The week of Independence Day (7/4)
  - b. The week of Thanksgiving Day
  - c. The week that falls between Christmas (12/25) and New Year's Day (1/1).
3. Any unused balance of base closure hours will roll over to the next year.
4. Upon an employee's termination, there will be no cash out of any unused base closure hours.
5. After the balance of these 38 hours is exhausted, employees can use either LWOP or PLP to cover the remaining base closure time.
6. Base closure leave will count as time worked for purposes of the accrual of benefits up to 2,080 hours per year. Base closure leave will not be considered time worked for purposes of calculating overtime.
7. If an employee is required to work during a base closure, the employee may elect to charge both the hours worked and the base closure hours. However, these hours will not be considered overtime unless the hours worked for the week exceeds 40 hours. Conversely, the employee may elect to retain the base closure hours for later use.

### Section 3 – Sick Leave

Employees are eligible for paid sick leave benefits according to the requirements of Executive Order 13706. Employees will accrue sick leave at a rate of 1 hour for every 30 hours worked, up to 56 hours per accrual year. If an employee regularly works fewer than 40 hours per week, the employee will accrue paid sick leave based on the employee's typical number of hours worked each week. Paid sick leave will count as time worked for purposes of the accrual of benefits, up to 2,080 hours per year, but sick leave will not be considered time worked for the purposes of calculating overtime.

For purposes of this Agreement, "accrual year" is the 12-month period beginning on the effective date of this Agreement.

Employees may use accrued sick leave for the following reasons:

- An employee's own physical or mental illness, injury, or medical condition;
- When an employee needs to obtain diagnosis, care, or preventative care from a health care provider;
- To care for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has an illness, injury, medical condition, or who needs to obtain diagnosis, care, or preventative care; or
- For domestic violence, assault, or stalking situations resulting in illness, injury, or a medical condition or the need to obtain diagnosis, care, or preventative care, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault, or stalking situations.

Paid sick leave will be provided on verbal or written request to the employee's supervisor. If the need for paid sick leave is foreseeable, the request shall be made seven (7) days, or otherwise as early as possible, in advance of the leave. If the need for paid sick leave is not foreseeable, the employee must provide notice as soon as practicable.

Employees may determine how much paid sick leave he or she needs to use. However, employees must take paid sick leave in minimum increments of one (1) hour. If all paid sick leave has been used, employees may use any available leave from other paid leave policies provided by the Company.

Employees taking paid sick leave may be required to provide reasonable certification to support the need for such leave for absences of three (3) or more consecutive full workdays.

Employees will accrue up to 56 hours each year. Employees may carry over accrued, unused paid sick leave from one year to the next, but the Company will limit the amount of paid sick leave employees have accrued to 56 hours at any point in time. The Company will not cash out accrued, unused paid sick leave at the time of a job separation. However, if an employee leaves the Company and comes back to work within 12 months after a job separation, the employee's accrued, unused paid sick leave will be reinstated.

## ARTICLE 9 – SENIORITY PROVISIONS

### Section 1

A seniority list shall be posted for a minimum period of thirty (30) days following written notice of ratification of this Agreement. At the termination of the thirty (30) day period, such list shall become final except in the case of any employee who has disputed his/her seniority date, in which case a seniority date shall be subject to adjustment if it is established to be inaccurate. If the Company and the Union cannot agree on the adjustment, the employee and the Union must proceed under the Grievance Procedure.

### Section 2

The Company will supply an updated plant seniority list every six (6) months to the Union.



### Section 3

In the case of two or more employees hired the same day, their seniority shall be governed alphabetically according to the original last name under which they were hired.

### Section 4

New employees of the Company shall be considered probationary employees until they have completed ninety (90) calendar days of service, excluding layoffs and shutdowns. During this probationary period, employees are employed at will and the Company shall have the sole right to discharge, discipline or lay off employees for any reason without regard to the provisions of this Agreement. If the employee is a probationary employee as defined herein, they shall not be entitled to representation by the Union nor have other rights or benefits provided for by this Agreement.

Excused absences shall be added to calendar days of employment to extend the probationary period.

There shall be no responsibility by the Company to hire, recall or otherwise re-employ probationary employees that are laid off or discharged during their probationary period.

### Section 5

When an employee completes the probationary period, he or she shall have his/her name placed on the seniority list as of his or her original date of hire.

## ARTICLE 10 – LOSS OF SENIORITY

### Section 1

An employee shall lose his or her seniority and his or her employment with the Company will be automatically terminated if any of the following occurs:

1. The employee voluntarily quits.
2. The employee accepts other full time employment.
3. The employee is discharged for just cause as provided for in this Agreement.
4. The employee is absent from work for three (3) consecutive work days without prior approval or notice and does not present evidence satisfactory to the Company showing that, for reasons beyond his or her control, he or she was unable to report the absence (the burden of such proof shall be upon the employee). Notice of an absence does not excuse the absence for purposes of the attendance policy or other provisions of this Agreement.
5. If, after a layoff, the employee fails to return to work within 3 days of notice to return to work or at the time specified in the notice, whichever is later, unless a reason is given satisfactory to the Company as to why the employee was unable to report. As provided herein, notice shall be by certified mail or hand delivery to the employee's last known address or any other means reasonably calculated to give actual notice to the employee,

which may include, but is not limited to, a telephone call. If certified mail is used to give notice as provided herein, the date of notice for purposes of this provision shall be the date of mailing. It is the employee's responsibility to notify the Company of any change in address.

6. The employee is laid off, has an approved leave of absence (except military leaves of absence), or is otherwise absent from work for a continuous period of one (1) year or for a period equal to the time worked by the employee since acquiring seniority to the time of such absence, leave or layoff, whichever is shorter. However, nothing in this section shall prohibit the company from providing leave beyond one (1) year at its discretion when necessary to do so as a reasonable accommodation under the Americans with Disabilities Act.
7. The employee accepts full or part time employment elsewhere while on a leave of absence without the consent of the Company.
8. The employee fails to comply with the employee's obligations concerning leaves of absence as set forth in Article 13, including, but not limited to, failing to report for work on the first day following the expiration of a leave of absence without a reason for the absence that is acceptable to the Company in its sole discretion.
9. The employee is working for another employer, whether part time or full time, while absent from his or her regularly scheduled shift without consent from the Company.
10. The employee retires.
11. The employee falsified or omitted pertinent information on his/her application for employment, and/or continued employment, physical examination form, or other documents prepared, signed or submitted by the employee to the Company at any time during the course of his or her employment.
12. A settlement with the employee has been made for total disability.
13. The employee gives false reasons or submits false documentation in requesting or in connection with a leave of absence.
14. If at any time an employee loses, or fails to attain a security clearance, certification, or license required to hold his/her current job classification, this will be grounds for discharge. If the Company deems it necessary, the Company can grant a grace period to obtain said security clearance, certification, or license required to hold his/her current job classification. If an employee loses his/her security clearance, and later it is determined to be at no fault of the employee, the employee will be rehired by the Company subject to any bumping rights.

## Section 2

Employees must notify the Company of any change of address at the time of or in advance of the change, but in no event later than three (3) working days of such change, either by registered mail or in person to the Program Manager. The employee shall request a receipt from the Company as evidence

that such notice has been given. Employees shall be responsible for any notices sent to the last known address in the Company records as if the address was current.

## ARTICLE 11 – LAYOFF AND RECALL

### Section 1 - Indefinite Layoff

When there is an Indefinite Layoff, which is defined as a decrease in force anticipated to be longer than five (5) working days, the Union will be notified not less than 48 hours in advance, whenever possible, of the effective date of the layoff. To the extent possible, the Company will also advise the Union of the circumstances causing the layoffs and the probable duration of the layoff. The government directs reductions in the workforce. The Company will follow the government's instructions regarding layoffs, but will lay off employees in the following manner.

When there is an indefinite layoff, employees shall be laid off or displace other employees within the plant in the following manner, subject to the retained employee's ability to perform the available work:

- a) All probationary employees shall be laid off first.
- b) Seniority employees shall have the option, by Job Classification, Department, shift, or being laid off in order of seniority. If there are an insufficient number of volunteers, employees shall be laid off, by Job Classification, Department, and shift in reverse order of seniority.
- c) Displaced employees within a particular Job Classification or on a particular shift may displace the lowest seniority employee on other shifts in the same Job Classification. If there are no lower seniority employees in the displaced employee's Job Classification, the employee may displace to a lower Job Classification provided he/she has seniority over the lower Job Classification employee. If an employee is placed in a different Job Classification and is determined by the Company subsequently not to have the ability to perform the job, the Company may lay off the employee and recall the most senior qualified employee in that Job Classification to the position. Any employee seeking to displace a lower seniority employee must do so by notifying the PM, in writing on a form to be supplied by the Company, within 24 hours of the notice of layoff.
- d) The Representative on each shift shall not be laid off or displaced irrespective of his or her seniority, except if an entire shift is laid off, the Representative for that shift shall also be laid off unless his or her seniority otherwise allows him/her to remain or displace another employee in accordance with this Article 11.

## Section 2 - Recall

When there is an increase in the workforce, displaced employees with the highest seniority by Job Classification shall be recalled to the open position(s) within their Job Classification.

## Section 3 - Temporary Adjustments

A temporary adjustment means a reduction in the workforce, anticipated by the Company to last five (5) working days or less, necessitated by occurrences, which require partial or full curtailment of operations, due to customer driven requirements or similar circumstances. Such occurrences are usually for limited duration and are caused, for example by customer shut downs, defective material, parts or material shortages, breakdown of equipment, labor strikes or work stoppages, fires, floods, or power failures. Temporary adjustments of the workforce may be made for a period up to five (5) working days with consideration given to the seniority of qualified employees. If the temporary adjustment extends beyond five (5) working days, the Company will notify the Union and readjust the work force to the extent necessary to comply with the layoff procedures in Section 1 of this Article 11.

## Section 4 - Temporary Transfers

The Company shall have the right to transfer any employee on a temporary basis from Job Classification to Job Classification or shift to shift to meet production requirements. The Company will make every effort to transfer the lowest seniority employee who can perform the required work in the judgment of management. A temporary transfer to another shift shall not last more than 5 working days without the consent of the employee.

Employees temporarily transferred to a lower-rated Job Classification will receive their normal rate of pay. Employees temporarily transferred to a higher-rated Job Classification for more than two (2) hours will receive the rate of the Job Classification. Employees temporarily transferred to another shift shall receive any applicable shift premium.

## ARTICLE 12 – CALL IN PAY/REPORTING PAY

An employee called back to work after completing his regular shift and then leaving the premises of the Company shall receive a minimum of three (3) hours compensation computed at one and one-half (1 – 1/2) times his or her regular rate of pay.

An employee who reports for work at his or her regular starting time, or at any other time at the request of the Company and work is not available, will receive two (2) hours pay at the appropriate rate. In circumstances beyond the Company's control, such as a power failure or acts of nature or conditions beyond the Company's control which make it necessary to curtail operations (provided in this case the Company has attempted to contact the employee by telephone at least one hour before the shift start time), the Company shall not be obligated to provide work or reporting pay.

## ARTICLE 13 – JOB POSTINGS

### Section 1

When permanent job vacancies occur or new jobs are created that fall within the Bargaining Unit as defined by this Agreement, and the Company deems it necessary in its sole discretion to fill such new jobs or job vacancies, these positions will be filled in accordance with the provisions of this Article. A "permanent job vacancy" or "new job" shall mean an opening within a particular classification that the Company expects to continue for a minimum of 120 consecutive working days. These openings shall be advertised to and made available to employees with a minimum of six (6) months seniority by posting such openings in accordance with the following procedure.

### Section 2

The Company will post written notice of the permanent job vacancy or new job on the Company bulletin board designated for such notices to employees. The notice will state the Job Classification, shift and minimum pay rate of the position and shall be posted for a minimum of three (3) working days.

### Section 3

Active employees with a minimum of six (6) months seniority who are in a lower pay rated Job Classification may bid on posted jobs. The posted job shall be awarded by the Company on the basis of the following factors:

- a) seniority;
- b) job knowledge;
- c) skill and ability; and
- d) work record (job performance).

Seniority shall prevail in the awarding of the posted job provided, in the judgment of management, that all other factors are equal.

### Section 4

The employee selected to fill the posted job will be given a reasonable period, not to exceed ten (10) days worked, in which to learn and satisfactorily perform the job in the judgment of management. If, following this trial period, the employee fails or is unable to satisfactorily perform the job or fails to make satisfactory progress during the trial period, he or she shall be returned to his/her former job. In certain, more highly skilled positions, the Company may extend the training period, in its sole discretion. If an employee is removed from the bid job, such employee will be returned to the last job the employee held if there is someone with less seniority in that Job Classification. If an opening is not available, then the employee will be allowed to bump into other lower classified jobs consistent with the right to bump as contained in Article 11. If there are no positions to bump into, the employee will be laid off.

## Section 5

When an employee who bids for a posted job is selected for the job, and successfully retains the job, the Company will not be required to consider his/her application for another posted job until six (6) months have elapsed from the time he or she was selected for the new job. When an employee who bids for a posted job is selected for the job, but does not successfully retain the job, the employee shall not be eligible to bid for another job opening in that position or classification for a period of six (6) months.

## Section 6

Temporary Employees – In circumstances when the Company deems the need to utilize temporary employees for a specific project expected to last 119 days or less, those temporary employees will be required to join the Union and will pay union dues for the entire time period they are employed for that specific project. Temporary employees will not participate in the IAMNPF. The Company will inform the Union when the use of these temporary employees is planned prior to hiring or transferring employees in for the temporary work assignment. The Company will inform the Union of the expected start and end date of the temporary employees. In the event that the duration of the temporary work assignment will be extended the Company will notify the Union.

In such cases where temporary employees work for 6 months continuously such employees will be eligible for benefits and be required to join the Union. Additionally, the Company will back date the employees' PLP accrual rates to their original hire date.

In the event the Company brings a current employee from an offsite location, temporarily, this employee will pay Union Dues but will not be required to join the Union. Said employee will not participate in the IAMNPF, and this employee will not have any rights under Article 7 Grievance Procedures. In these cases the Company will inform the Union, and this is only a temporary assignment meant to assist the Company in filling job vacancies.

## ARTICLE 14 – LEAVES OF ABSENCE

A leave of absence is a temporary suspension of employment initiated at the request of any employee and approved by the PM, in his discretion. Except as otherwise stated in this Agreement, an approved leave of absence will not result in a loss of seniority if the leave of absence does not exceed the period set forth herein.

### Section 1 - Unpaid Medical Leave

When an employee has exhausted all PLP and is not eligible for any other type of leave under this article or pursuant to federal or state law, the employee may request an unpaid leave of absence due to a medical condition. The decision to grant such a leave of absence is solely within the discretion of the Company, and the denial of an employee's request for unpaid medical leave is not subject to the Grievance Procedure in Article 7. A medical leave of absence is not to exceed

twelve (12) weeks in any 12 month period. Employees who are granted medical leave are not entitled to compensation or benefits from the Company during the leave.

Medical leaves of absence are granted only in up to 30 day increments. Extensions must be requested in writing with additional updated medical documentation if the leave extends beyond the initial 30 day period or any additional 30 day period, as the case may be. At the Company's discretion, leave may be extended for additional periods thereafter.

Each request for a medical leave of absence must be submitted in writing to and approved by the PM. The request must be submitted within three (3) days of the commencement of the illness or injury, must be signed by the treating physician and must state the nature, scope, and expected duration of the illness or disability. A copy of the request shall be provided by the employee to his/her supervisor. Each request for a leave of absence shall be considered individually. When requesting unpaid medical leave, the return to work date must be determined at that time and be stated in the approval. Unless otherwise provided in this Article or in this Agreement or as required by law, no compensation or benefits will be provided by the Company during any leave of absence and vacation time does not accrue during a leave of absence.

Any employee requesting to return to work following a medical leave of absence must provide the Program Manager with a written medical doctor's statement, indicating that such employee is able to return to work and to resume all job related tasks and functions. Such employee may also be required to submit to and pass a physical examination by a physician selected by the Company and/or its insurance carrier at any time during or following a medical leave of absence. An employee who fails or is unable to return to work at the end of his or her approved leave, refuses medical examination and/or fails or refuses to provide the acceptable medical certification or documentation required will be denied reinstatement and considered to have voluntarily quit. The employee will be terminated and all the Company provided benefits discontinued. Should there be a dispute between the employee's doctor and the Company doctor as to the employees' ability to return to work, the two (2) doctors shall select an independent physician who shall examine the employee at the Company's expense and make a determination as to the employee's ability to return to work. The independent doctor's determination shall be final and binding on all parties.

## Section 2 - Return to Work Following Leave

If an employee does not return to work by the end date of any type of leave provided under this Article, the employee's employment with the Company will be terminated and the employee will be considered a voluntary quit. However, employees who are unable to return to work on the stipulated date due to a documented medical emergency, during which they are incapacitated and unable to provide the Company with notice of the need to extend his or her leave, or if the law requires the Company to allow a longer period for the employee to apply for an extension of his or her leave, the employee may be granted a grace period, for the duration of the documented medical emergency or for period required by law, as the case may be. Employees who return to work after a leave of absence will return to the same Job Classification and shift. The Company is entitled to then displace the lowest seniority employee in the Job Classification and shift that is affected by the employee's return to work.

### Section 3 - Other Employment during Leave

Employees may not engage in other employment while on leave unless prior written approval has been granted by the Program Manager.

### Section 4 - Benefits during Leave

No benefits will be provided by the Company during a leave of absence except as required by law. Employee required payments or co-payments will remain the responsibility of the employee during any leave of absence. If employees fail to make any required premium payments when due, the Company may elect, at its option, to pay the premiums on behalf of the employee. In such event, the employee shall be obligated to reimburse the Company upon his or her return to work or at the time the leave period was due to expire if the employee fails to return to work.

### Section 5 – Other Types of Leave

#### 1. Jury Duty

- (A) When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to serve as a witness in a case in a court of law to which he is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, he shall be paid for those hours for which he is absent from work for such reason during his normal 9-hour work day or normal 5-day work week. In order to receive pay under this section, the employee must deliver to the Company the summons calling him for such duty within three (3) working days after it is received.
- (B) Pay for such work time lost shall be computed at the employee's rate of pay at the time of such absence. In no case will payment be made for jury duty or service as a witness performed on the sixth or seventh day of an employee's standard work week or for hours in excess of the employee's normal 9-hour work day.
- (C) An employee must promptly notify his Supervisor / Manager of any notice the employee receives to report for jury duty or as a witness and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, or as a witness. Certification from the court clerk must be obtained and turned into the payroll section for all dates the employee is required to appear.
- (D) In no event shall payment under this article be paid during any Leave of Absence, layoff, or absence due to a sickness or any injury covered under the Company's Short-term Disability plan or Worker's Compensation provisions.
- (E) Jury duty leave will count as time worked for purposes of the accrual of benefits, up to a maximum of 2,080 hours each year. Jury duty leave will not be considered time worked for the purposes of calculating overtime.



## 2. Bereavement Leave

All employees shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

(A) Three workdays in the event of the death of the employee's father, mother, spouse, sister, brother, children, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, and legal guardian. "Children" includes a foster child who dies while placed in the employee's home by a State Agency.

(B) If an employee must attend services which include travel of 1 to 200 miles, or less than 1 mile, (3) days shall be granted.

(C) If an employee must attend services which include travel greater than 201 miles and up; one (1) additional day or total of (4) days shall be granted.

A need for a bereavement leave must be reported immediately to the employee's Supervisor or the Program Manager within 24 hours of the date of death. The leave must be requested in writing. Additional leave necessary to complete family arrangements may be granted but must be approved in advance by the Program Manager. PLP time may be used for in lieu of funeral leave if available.

Bereavement leave will count as time worked for purposes of the accrual of benefits up to a maximum of 2,080 hours each year. Bereavement leave will not be considered time worked for purposes of calculating overtime.

## 3. Military Leave of Absence

Employees participating in military reserve duty, or activated to regular active military service, will be granted a Military Leave in compliance with applicable federal, state and local laws, upon receipt of a written request from the employee. The Company pays all full-time employees who are called to Military Reserve Duty two (2) weeks' pay within a calendar year, any additional leave required will be nonpaid by the Company. Requests for such leave should be made a minimum of thirty (30) days prior to the date when the employee must report for the scheduled Military Leave, unless government requirements make such notice impossible. Military leaves will be governed by the Federal Uniform Services Employment and Re-Employment Rights Act of 1994 ('USERRA').

4. FMLA Leave

Family Medical and Leave Act will be handled in accordance with the law.

5. Leave for Full-Time Union Office

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. These assignments will be for a one (1) year minimum.

ARTICLE 15 – WORK PLACE INJURIES

Whenever an employee is injured while on duty, he or she shall immediately report said injury to his/her Supervisor. If the employee is injured on the job and the injury does not become apparent until after the employee has left work, the employee must notify the Program Manager of the injury as soon as possible. Any injuries that require only in-the-work-place attention will be given first aid. Where an injury requires a doctor's care or out-of-plant attention and the injury does not allow the employee to drive, he or she shall be furnished transportation and escorted to such outside facility. If, after treatment at such facility, the attending doctor or registered nurse finds the employee unable to work and complete the shift upon which he or she was injured, the employee shall not be returned to work and shall be paid his/her regular hourly rate up to the time the employee is released from the clinic, or the end of their shift whichever is later. If the employee cannot report for the next regularly scheduled shift, the employee shall notify the Company as soon as possible.

If the employee is returned to work, the employee shall be paid his/her regular hourly rate for the time lost on the regular shift by reason of injury and the resultant medical treatment. Any employee returning to work from a work related injury and who is required to take a physical exam during regular work hours will be paid for the time spent in the exam. Any employee injured in the plant shall be subject to a drug and alcohol screening test as provided for in Article 16 of this Agreement.

ARTICLE 16 – SUBSTANCE ABUSE POLICY

Section 1 - Joint Policy Statement

The Company and the Union have continually strived to provide all employees with a work environment that is safe and conducive to superior work standards and productivity. Additionally, the Company and the Union have a responsibility to its customers and the public to ensure that their safety and trust in the Company and its employees is protected. Therefore, the following is strictly prohibited and violations of this policy will result in discipline up to and including discharge.

Employees should also avoid the use of prescribed or over-the-counter drugs that may adversely affect performance while at work. In the event it is absolutely necessary that an employee use prescribed or over-the-counter drugs which may adversely affect performance while at work, such usage must be reported by the employee to his or her Supervisor immediately upon reporting for duty with written authorization from the employee's treating physician authorizing the employee to work while using the prescription drugs.

## Section 2 – Procedure

To ensure compliance with the Substance Abuse Policy, job applicants and employees will be tested for drugs and alcohol in accordance with the procedures outlined herein:

1. During the employment process, all applicants who have been extended job offers will be required to successfully pass the drug and alcohol screening test which is part of the medical examination given prior to the commencing work.
2. The Company shall have the right to drug test employees under the following circumstances:
  - a. When employee's supervisor has reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol. The employee's supervisor must notify the shop steward of the test and disclose the reason for testing.
  - b. When an employee is found in possession of suspected illicit drugs or alcohol.
  - c. Following an accident or incident, in the discretion of management, regardless of whether safety precautions were violated or unusually careless acts were performed.
  - d. Routinely as part of an annual physical examination with respect to licensed truck drivers and consistent with Department of Transportation regulations and requirements.
  - e. Reports by other employees that an individual or group has been using drugs or alcohol in violation of the Company's policy, but only after the Union has been notified of the report.
  - f. Employee admissions to management, co-workers, or third parties regarding drug or alcohol use.
  - g. As part of a routine drug or alcohol testing program instituted as the result of prior disciplinary proceedings against an employee related to the use of drugs or alcohol.
  - h. Following any on the job injury by an employee that requires a trip to the company clinic and/or missed time from work.
3. The employee will be told the underlying reasons for the request to submit to testing.

4. Any employee refusing or failing after a two (2) hour period to submit to testing will be terminated.
5. In the event that the test is positive, the employee will be automatically terminated.
6. Confidentiality – the identities of employees who are required to take a drug or alcohol test shall be limited to those persons having a need to know.
7. Any employee may be disciplined and/or discharged for:
  - a. Abuse of alcohol, illegal, legal, prescription or over-the counter drugs
  - b. The sale, purchase, transfer, use, or possession of illegal drugs or prescription drugs obtained illegally; and
  - c. Being in the possession of or under the influence of drugs or alcohol while on the job or on the Post property.

### Section 3 - Employee Assistance Program

Employees who recognize that they have a drug or alcohol problem are strongly urged to voluntarily seek assistance through the Employee Assistance Program to help overcome their substance abuse problem. Employees are encouraged to contact the PM or HR for more information. The Employee Assistance Program will not be an available option after an employee refuses testing, tests positive, or following an event which provides the Company with a right to test the employee.

Employees voluntarily seeking help will not be disciplined under this policy as long as they actively participate in a program. It is the intent of this policy to treat employees with drug or alcohol problems, not to discipline them.

## ARTICLE 17 – HEALTH AND SAFETY

### Section 1

The Company shall continue to make reasonable provisions for the safety and health of its employees in all assigned work areas during the hours of their employment in accordance with the requirements of federal and state laws. Employees must follow safe practices and obey safety rules including, but not limited to, the safety rules contained specifically in Section 3 of this Article 14. Protective devices and wearing apparel must be used by employees as instructed by management.

Employees shall not be entitled to work without required protective devices and wearing apparel. Protective devices, except safety shoes, shall be supplied by the Company. The Company will furnish each employee with an initial pair of non-prescription safety glasses. The Company will replace non-prescription safety glasses as needed. The Company will not replace prescription safety glasses or pay for such glasses except as set forth in Appendix A, Section 1.B.

## Section 2

If any employee feels that there is a potential safety problem in the work site, the employee should bring it to the attention of his or her Supervisor or the Program Manager. All accidents must be reported immediately to management, and proper reports made. It is the responsibility of everyone to report accidents and safety violations and promote safety programs. Any injury that occurs while on duty will cause the employee, or employees, to be subject to substance abuse screening in accordance with the Substance Abuse Policy contained in Article 16.

## Section 3

The following are safety rules and guidelines employees are required to follow to ensure a safe working environment. Any violation of these rules and guidelines will result in disciplinary action up to and including discharge, depending on the seriousness of the violation in the judgment of management:

1. All employees are expected to practice good housekeeping and maintain Company assigned areas.
2. Open-toed shoes or sandals and other improper clothing, including loose fitting garments such as long sleeves, long jackets, neckties, frayed clothing, long hair or certain jewelry, that contribute to the cause of an accident when worn around machines or moving parts are not permitted. Employees not properly attired, in the sole discretion of management, will be requested to punch out and, at the Company's option, may be directed to return home to change and then return to work, without pay for travel time.
3. Smoking is only authorized in specifically designated areas.
4. Food and drinks may not be consumed outside of the break or lunch room or taken to any work station or work area.
5. Employees shall not tamper with, by-pass or alter safety devices. All equipment and safety device failures or tampering must be reported to management. If you discover an unsafe condition, it must be reported to a supervisor immediately!
6. All protective safety equipment is to be used or worn as directed by management and/or as required by law.
7. All injuries are to be reported to a supervisor immediately and accident reports are to be completed and submitted containing the circumstances which led to the accident.
8. Employees shall not leave doors to cabinets or drawers to benches or desks open.
9. Only licensed lift truck drivers or operators shall operate a fork lift truck.

10. Employees shall not operate any machine without receiving proper training instruction.
11. All of the safety devices provided must be utilized when operating equipment or machinery and all safety rules or procedures followed.
12. Employees shall not operate tools or equipment unless they have been assigned to and are qualified to do so.
13. Only authorized maintenance workers shall undertake any work in connection with the building, machine or equipment maintenance or electrical problems.
14. Employees shall not use compressed air for any other purpose than that for which it was intended. Employees shall not remove safety nozzles.
15. Areas around fire valves, fire extinguishers, and electrical connections should be kept clear of all materials at all times. Employees should be familiar with the locations of fire extinguishers and other emergency equipment located at key places throughout the plant. The use of any extinguisher must be reported to a supervisor.
16. Employees must report anyone working carelessly or violating a plant safety rule to their supervisor or the Human Resources Department immediately.
17. Heavy or awkward loads should not be lifted without proper equipment or help. When using mechanical means for lifting or hoisting, never lift more than the capacity of the equipment and stand clear of the load.
18. There is to be no running throughout the work areas.
19. Parts and supplies should be stacked carefully and not so high as to cause a safety hazard or obstruct an employee's vision.
20. All exits and aisles should be kept clear at all times.
21. Any machinery or equipment that is not functioning properly, including any safety devices, should be reported to management.
22. Warning labels shall not be removed from machinery, equipment or containers.
23. Forklifts and other machinery and equipment should be operated safely at all times.

#### Section 4 - Safety Committee

A joint safety and health committee shall be established in the plant and shall include representatives from management and the Bargaining Unit. The two (2) Bargaining Unit members shall be selected by the Union. The Union shall appoint one of its members Union Safety

Chairperson. The Company will select a member of management. The safety and health committee members shall be rotated on a semi-annual basis. The Union Safety Chairperson shall serve a one year term. The Company will submit lists of accident and frequency and severity rates once a month to each member of the safety and health committee. The Union Safety Chairperson will be notified as soon as possible of a serious accident by providing a copy of the OSHA required incident report. The joint safety committee will be guided by the principles enumerated below:

1. Make detailed investigations of each serious accident to determine fundamental causes;
2. Develop data to indicate accident sources and injury rates;
3. Inspect their respective areas to detect hazardous physical conditions or unsafe working methods;
4. Recommend changes or additions to protect equipment for devices for the elimination of hazards;
5. Promote safety and first aid training, and
6. Participate in advertising safety and in selling the safety program through departmental meetings. Regularly scheduled committee meetings shall be held at least once a month during working hours and without loss of pay. If production or scheduling difficulties require meetings to be held outside of regular working hours, the employee shall be paid for the time spent in the meetings. Meetings shall not last more than 30 minutes.

## ARTICLE 18 – BARGAINING UNIT WORK

### Section 1

It is understood that Supervisors will not regularly perform bargaining unit work if it results in displacement of a Bargaining Unit employee, except in the following situations:

- a) Instruction or training or assistance of an employee, including demonstrating proper methods of performing the work;
- b) Trouble shooting when production difficulties are encountered on the job;
- c) Experimental work, samples, set up work or when working out production troubles prototype parts;
- d) Substitution for an absent employee;
- e) To familiarize themselves with new jobs, processes and tools;
- f) When it is necessary to meet emergency requirements of customers and other emergencies when an operator is not available; or

- g) When Supervisors are required to perform Bargaining Unit work from time to time in the performance of their duties.

## ARTICLE 19 – WAGE AND CLASSIFICATIONS

When a new job classification is created by the Company that falls within the Bargaining Unit; the Company will provide written notice of the classification and rate of pay to the Union. The Company and Union will meet to discuss the new classification and rate of pay. If the Union objects to the pay rate instituted by the Company, the Union may file a grievance in accordance with the Grievance Procedure. Any grievance filed pursuant to this section shall start at Step 2 of the Grievance Procedure.

## ARTICLE 20 – HEALTH AND WELFARE BENEFITS

### Section 1

The Company agrees to make a health and welfare benefit contribution for each hour worked or paid up to forty (40) hours per workweek, a maximum of 2,080 hours per year, for each represented employee. Health and welfare benefits shall not be paid on any hours associated with overtime or PLP cash out.

The Company will offer medical, dental, and vision insurance; long-term disability benefits; and other health and welfare benefits during the life of this Agreement. Eligible employees may elect to participate in these benefits. If the employee elects not to participate in these benefits, the remaining health and welfare fringe rate (after deduction of the Pension Fund contribution amounts in Appendix B) will be cashed out to the employee.

In accordance with the Affordable Care Act, employees must provide evidence to the Company that they have ACA-compliant group medical insurance coverage in order to waive Company-sponsored health coverage.

### Section 2

Effective February 1, 2021, the Company agrees to enroll each represented employee into a base-level short-term disability plan at no cost to the employee. This coverage will be in addition to the Health and Welfare fringe rate set forth in Appendix C. Eligibility for short-term disability coverage will be governed by applicable plan documents, and all employees must complete required Company documents during annual open enrollment.



ARTICLE 21 - MISCELLANEOUS

The Company will not unilaterally change any provision of this Agreement without affording the Union the opportunity to bargain concerning the basic change and/or the impact and implementation of the change as the law requires. In any matter involving working conditions not specifically covered by this Agreement, the Company recognizes the obligation to bargain regarding changes in policies and procedures. The Company and the Union shall meet and confer at reasonable times to address these issues.

ARTICLE 22 – GENERAL PROVISIONS

Section 1

Whenever the context of this Agreement uses or requires the masculine or feminine gender, it shall be deemed to include both the masculine and the feminine gender and the singular number shall be deemed to include the plural and the term "employee" shall include both the masculine and feminine gender.

Section 2

“Working days” as used in this Agreement shall be defined as any days the Company is scheduled for full production, excluding Saturdays, Sundays and Holidays.

The work schedule is eight workdays of 9 hours each, one workday of eight hours, and every other Friday off as depicted below:

	M	T	W	T	F	S	S
Week 1	9	9	9	9	4/4*		
Week 2	9	9	9	9	off		

\* Denotes end and start of pay period.

OVERTIME:

- A. Overtime shall be considered all time worked outside of the employee’s normal work schedule. All Overtime will be authorized through the Program Manager, employees will be notified by their supervisor/work lead of all hours to be worked on overtime. In the event as a request through the customer an employee’s schedule is modified, these hours will be treated as non-overtime hours, and any hours outside of the modified schedule will be considered overtime.
- B. Pay for overtime hours shall be paid at the rate of one and one-half times the employee’s regular hourly rate of pay.
- C. Overtime rates shall include any shift differential pay to which the employee is entitled.

- D. If continuity of overtime for a job cannot be upheld, overtime will be offered to the most senior qualified employee. That employee will be permitted to work the overtime up to an agreed upon amount of days not to exceed three calendar days.

### Section 3

Employees who have been promoted to non-Bargaining Unit positions shall retain their Bargaining Unit Seniority for 30 days during which time the employee has the right to return to the Bargaining Unit unless discharged for misconduct. After the 30 day period, the employee shall have no right to the Bargaining Unit.

### Section 4

The Company shall give employees telephone messages in case of emergency and the employee shall be entitled to use the phone, when necessary, to respond to the initial call.

Message Procedure:

- a) If the party calling is asking to speak to an hourly employee on the floor, take a message for that employee and give the message to his or her supervisor.
- b) If the caller states that it is an emergency phone call, find out what the emergency is and contact the supervisor immediately (passing the call though to the supervisor).
- c) If the caller states that it is not an emergency, but is an urgent call, such as school nurse, etc., take a message and contact the supervisor immediately, relaying the message to the employee.

### Section 5

The Company shall provide the Union with a bulletin board located in the break room.

## ARTICLE 23 – ENTIRE AGREEMENT

This Agreement and any Exhibits or Addendums attached hereto and made a part hereof contain the entire Agreement between the parties and contains all subjects and stipulations agreed upon between the parties, and no amendments or modifications to this Agreement may be made except when mutually agreed upon in writing by both parties. Any matter not included in this Agreement will be considered as having been omitted by intent and neither party may raise the same during the term of Agreement.

Nothing in this Agreement shall be construed as precluding any employee or group of employees from exercising any right granted by the National Labor Relations Act.

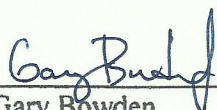
## ARTICLE 24 – SEPARABILITY OF PROVISIONS


In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the affected provisions shall be enforced to the fullest extent permitted by law and the remaining unaffected provisions shall remain in full force and effect. If applicable law makes, or probably makes, any of the provisions of this Agreement or any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement, and remain in effect for the duration of this Agreement, without the need for further ratification by the Union membership. If the parties are unable to agree upon a replacement provision, the Company shall be entitled to apply the affected provisions to the fullest extent permitted by law.

**SIGNATURE PAGE**

**SCIENCE AND TECHNOLOGY**

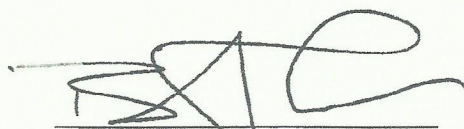
**Corporation (STC)**

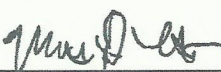
  
\_\_\_\_\_  
Gary Bowden  
STC, Chief Financial Officer

  
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Ken Foreman  
STC, Program Manager

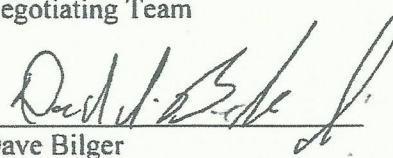
  
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Chand Deepak  
STC, Chief Operating Officer

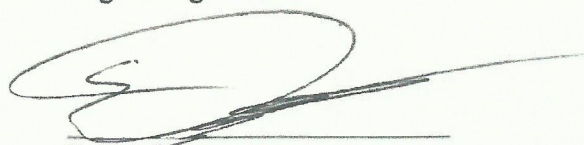
**LOCAL LODGE 2424, DISTRICT 1- IAMAW**

  
\_\_\_\_\_  
Brent Coleman  
District-1, IAM&AW

  
\_\_\_\_\_  
Matt Haught  
Negotiating Team

  
\_\_\_\_\_  
Don Coe  
Negotiating Team

  
\_\_\_\_\_  
Dave Bilger  
Negotiating Team

  
\_\_\_\_\_  
David Gentry  
Negotiating Team

## APPENDIX A

### Section 1 – Personal Protective Equipment

- A) The Company will provide up to **\$350 annually as needed** toward the purchase of Personal Protective Equipment, including Safety Shoes and prescription safety glasses for employees who are required to wear them as a part of their regular duties, upon proof of purchase. “Annually” is understood to be as of the Effective Date of this Agreement and the same date each year of the contract.
- B) The Painters and Painter lead will be provided uniforms, the cost of which will be borne by Company.

### Section 2 - 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 Off under the alternative work schedule, the Thursday will be considered the Holiday, or when such Holidays fall on a Sunday, the succeeding Monday is considered a Holiday.

- A. New Year’s Day, January 1
- B. Martin Luther King’s Birthday, the third Monday in January
- C. Presidents’ Day, the third Monday in February
- D. Memorial Day, the last Monday in May
- E. Independence Day, July 4
- F. Labor Day, the first Monday in September
- G. Columbus Day, the second Monday in October
- H. Veterans’ Day, November 11
- I. Thanksgiving Day, the fourth Thursday in November
- J. Christmas Day, December 25.

An employee who observes the Holiday shall receive regular wages for that day or the day celebrated for such Holiday. Employees required to work on a Holiday shall receive holiday pay plus one and one-half times their regular hourly rate for time worked.

Holiday leave will count as hours worked for purposes of calculation of overtime. If an employee works on the Holiday, the maximum number of hours used toward the calculation of overtime will not exceed the 8/9 hours the normal shift for that day, unless the employee works over a normal shift, if so all hours worked will be counted.

Sundays will be at one and one half (1 ½) time regular pay.

**APPENDIX B**

<b>Pension Contribution Rate Deduction Per Hour</b>					
<b>Job Classification</b>	<b>Current</b>	<b>2/1/2021</b>	<b>2/1/2022</b>	<b>2/1/2023</b>	<b>2/1/2024</b>
Welder Lead	N/A	\$0.15	\$0.30	\$0.45	\$0.60
Experimental Welder	\$0.50	\$0.65	\$0.80	\$0.95	\$1.10
Journeyman Welder	\$0.70	\$0.85	\$1.00	\$1.15	\$1.30
Machinist Lead	N/A	\$0.15	\$0.30	\$0.45	\$0.60
Journeyman Machinist	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70
CNC Operator Tech	\$0.50	\$0.65	\$0.80	\$0.95	\$1.10
CNC Cutting Table Tech	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70
Gunsmith	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70
Sheet Metal Worker	\$0.25	\$0.40	\$0.55	\$0.70	\$0.85
General Laborer	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70
Supply Tech	\$0.10	\$0.25	\$0.40	\$0.55	\$0.70
Painter Lead	\$6.40	\$6.55	\$6.70	\$6.85	\$7.00
Painter	\$3.55	\$3.70	\$3.85	\$4.00	\$4.15

**APPENDIX C**

	Wage Rate				
	Effective Date				
	Current CBA	2/1/2021	2/1/2022	2/1/2023	2/1/2024
Welder Lead	N/A	\$46.68	\$48.08	\$49.52	\$51.01
Experimental Welder	\$41.20	\$42.44	\$43.71	\$45.02	\$46.37
Journeyman Welder	\$37.52	\$38.65	\$39.80	\$41.00	\$42.23
Machinist Lead	N/A	\$42.51	\$43.79	\$45.10	\$46.45
Journeyman Machinist	\$37.52	\$38.65	\$39.80	\$41.00	\$42.23
CNC Operator Tech	\$35.35	\$36.41	\$37.50	\$38.63	\$39.79
CNC Cutting Table Tech	\$35.35	\$36.41	\$37.50	\$38.63	\$39.79
Gunsmith	\$34.10	\$35.12	\$36.18	\$37.26	\$38.38
Sheet Metal Worker	\$37.52	\$38.65	\$39.80	\$41.00	\$42.23
General Laborer	\$24.66	\$25.40	\$26.16	\$26.95	\$27.76
Supply Tech	\$36.85	\$37.96	\$39.09	\$40.27	\$41.48
Painter Lead	\$39.70	\$40.89	\$42.12	\$43.38	\$44.68
Painter	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62

• Hazard Pay:

- 4% will be added to general wages above for working around hazardous materials
- 8% will be added to general wages above if you actually handle hazardous materials

• Shift Differential will be \$1.00 for each hour worked.

- Employees working on SAPs will receive differential pay at \$1.00 per hour for each hour worked on the SAP.
- 10% Lead Pay included in wage scale

**HEALTH AND WELFARE FRINGE RATE**

Current	\$7.70
February 1, 2021	\$8.10
February 1, 2022	\$8.50
February 1, 2023	\$8.90
February 1, 2024	\$9.30

In the event that the IRS or any other government agency amends, modifies or terminates the favorable treatment of cash-in-lieu of benefits payments made under the Service Contract Act as set forth in IRS Notice 2015-87 Q-10 for purposes of the Affordable Care Act’s employer shared responsibility provisions, either party may demand bargaining limited to the subject of cash-in-lieu payments.

Notwithstanding any other term of this Agreement, no Medicare-eligible employee will be eligible for cash- in lieu of benefits payments without proof of health-insurance coverage that is considered properly primary to Medicare, in order to comply with the requirements under the December 2014 guidance issued by the Centers for Medicare & Medicaid Services.