

# COLLECTIVE BARGAINING AGREEMENT

Between



**Rome Research Corporation**

And



**International Brotherhood of Electrical Workers**

**I.B.E.W LOCAL UNION 543**

at the

**NAVAL SATELLITE OPERATIONS CENTER**

**POINT MUGU, CALIFORNIA**

**Effective**

**October 1, 2010 through September 30, 2013**

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## **AGREEMENT**

This Agreement is made by and between the Rome Research Corporation (hereinafter referred to as the Company) and the I.B.E.W., AFL-CIO, Local Union No. 543 (hereinafter referred to as the Union).

WITNESSETH:

NOW, THEREFORE, it is agreed as follows:

### **ARTICLE 1 UNION RECOGNITION**

#### **1.01 Recognition**

The Company hereby recognizes the Union as the exclusive representative of the employees in the bargaining unit defined in Section 2 for the purpose of collective bargaining in respect to wages, benefits, hours of employment, and other conditions of employment. It is expressly understood that this act of recognition is not intended to imply, nor is any third party to infer, any rights or obligations which would attach to either of the parties hereto arising from such act except as specifically provided in this Article.

#### **1.02 Bargaining Unit**

The bargaining unit consists of all hourly rated operations, logistics, order clerks, maintenance, administrative travel clerks, and support employees employed at the Naval Satellite Operations Center located at Point Mugu, California established under the Navy Contract NAVSOC-N69450-07-D-0558 and any addendums to this contract, but excluding office clerical, guards, supervisors, managerial and all other employees as defined in the National Labor Relations Act.

#### **1.03 Distribution of Agreement**

The Company agrees to furnish a copy of the CBA to all employees upon ratification of this agreement, at orientation or date of hire, whichever occurs first.

## **ARTICLE 2 UNION SECURITY**

### **2.01 Union Shop**

All employees presently covered by this Agreement and all employees hired or reinstated during the term of this Agreement shall be, or become, members of this Union as a condition of employment within thirty-one (31) days of the signing of this Agreement or the date of hire, whichever is the later.

In the event that any employee fails to acquire his/her membership in accordance with the provisions of this Section, the Union shall notify the Company in writing. Such written notice shall constitute a request to the Company to discharge said individual employee within forty-eight (48) hours (Saturdays, Sundays, days off and Holidays excluded). Such discharge would be for failure to maintain membership in the Union, as defined in the National Labor Relations Act, as amended.

### **2.02 Dues Deduction and Check-off**

The Company, upon written request from a member of the bargaining unit on an agreed form, shall deduct over 26 pay periods, the Union dues and initiation fees as specified by the Union and will remit the same to the Union by the end of the month in which the deduction is made.

- (a) After receipt of the Authorization for Check-off of dues form, of which the Union will be sent a copy, the Union membership dues for a calendar month shall be deducted from the first pay received by the employee in the succeeding months in which the employee has sufficient net earnings to cover the Union membership dues. In the case of employees returning to work after layoff or leaves of absence, who previously have properly executed authorization from the check-off of dues forms, deduction is made for membership dues provided herein.
- (b) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the International Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- (c) Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union, no later than the end of the month in which the deduction is made. The Company shall furnish the designated Officer of the Union with a list of those for whom deductions have been made and the amounts of such deductions monthly.

### **2.03 IBEW-COPE Community on Political Education**

The Company agrees to provide for voluntary employee payroll deductions to the IBEW-COPE fund when such employee is within the scope of this bargaining unit as covered by this Agreement and such employee properly executes an authorization on a form as agreed to by the parties.

### **2.04 Indemnification**

In consideration of the Company's agreement to the Union Shop and the check-off of the Union dues, the Union hereby agrees to indemnify and save the Company harmless from

any liability, cost or expense arising out of the entering into or enforcement of such provisions.

### **ARTICLE 3 STRIKES AND LOCKOUTS**

There shall be no strike, sympathy strike, work stoppage, slow down, sit down, refusal to work, boycott, picketing, or any other form of strike or curtailment of work by the Union or its representatives or members during the term of this agreement.

Inconsideration of the foregoing, the Company agrees not to cause or permit a lockout to occur during the term of this agreement.

### **ARTICLE 4 OFFICIAL NOTICE REQUIRED BY AGREEMENT**

In all cases where "Official Notices" are required by this Agreement such notices shall be considered as given when sent by certified mail, return receipt requested, and addressed as follows:

**The Company:**

Rome Research Corporation  
Attention: Daniel Weissenberger  
421 Ridge St.  
Rome, NY. 13440  
(315) 356-2245

**The Union:**

International Brotherhood of Electrical Workers  
Local Union No. 543 Attention: Business Manager  
16519 Victor Street, Suite 304  
Victorville, California 92395  
(760) 245-8147

### **ARTICLE 5 MANAGEMENT RIGHTS**

Except as expressly and specifically limited by this Agreement, the Management of the Company has the sole authority over the workforce, including, but not limited to the services performed, the location of the workforce, the processes and materials to be purchased, the schedules and hours of work, the rights to hire, assign, promote, demote, upgrade, downgrade, layoff, recall and transfer employees, to establish rules of conduct, to reassign, discharge or discipline for just cause, and to maintain efficiency and capability of employees are the sole and exclusive rights and responsibilities of the Company; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

## **ARTICLE 6 SUBCONTRACTING**

It is understood that as far as practical, the Company will use its own employees in the conduct of its business. However, it is also understood that in the conduct of its business, the Company may have the need or requirement to subcontract the performance of some aspects of its operations not covered in this agreement. The Company may enter into such contracts as long as it is not coincident with or will result in the laying off bargaining unit employees or a reduction of the bargaining unit. It is understood that prior to entering into such contracts, the representatives of the Company and the Union will meet for the purpose of discussing the feasibility of having the work performed by members of the bargaining unit or to establish new classifications within the bargaining unit.

During the term of this Agreement the Company agrees that it will not subcontract work for the purposes of evading its obligations under this Agreement.

## **ARTICLE 7 NOTICE OF RESIGNATION**

Employees must give at least fifteen (15) calendar days notice of resignation and work the last day of notification to be eligible for rehire with the Company.

## **ARTICLE 8 SECURITY RESPONSIBILITY**

### **8.01 Security Clearance**

It is understood that if a security clearance is required by an agency of the United States Government in order to perform work in the job classifications covered by this Agreement, such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States Government. A denial, non-approved, or withdrawal of such clearance by such governmental agency shall be just cause for discharge or suspension, provided, however, that if the employee diligently pursues an appeal to the appropriate agency of the Government for revocation of such denial or withdrawal and, if upon review by such agency, clearance is granted or reinstated, the employee shall be reinstated in accordance with his/her seniority.

### **8.02 Security Clearance Liability**

It is understood that there shall be no liability, financial or otherwise, on the part of the Company for any discharge or suspension growing out of a denial, non-approval or withdrawal of a security clearance. However, nothing in this Agreement shall preclude the individual from pursuing any legal remedy he/she may have against any person or organization outside the Company by virtue of his/her suspension under this clause.

### **8.03 Security Clearance Denial**

Discharge or suspension because of denial, non-approval or withdrawal of a security clearance by the appropriate governmental agency shall not be subject to the grievance and/or arbitration procedure.

## **ARTICLE 9 UNION REPRESENTATION**

### **9.01 Business Representative**

The Business Manager of the Union or his/her Representative shall be allowed access to any shop or job at any reasonable time where workman are employed under the terms of this Agreement upon proper notification to a representative of Management designated by the Company provided that permission is granted by the government. It is understood that the Business Manager may be limited to certain areas on the Point Mugu Naval base due to stringent security clearances that he has not been authorized to enter.

### **9.02 Chief Steward / Assistant Chief Steward**

There shall be one (1) Chief Steward appointed by the Union. Such Chief Steward shall be subject to the same rules and regulations affecting all other employees covered by this Agreement. The Union is responsible for notifying the Office of the Company in writing of the identity of the Chief Steward so appointed. In the absence of the Chief Steward, the Company will recognize one of the remaining Stewards as an Assistant Chief Steward. The Company recognizes that adequate and proper Union Representation is essential to proper administration of the terms of this Agreement. As such, the Chief Steward or the Assistant Chief Steward shall be allowed a reasonable amount of time to conduct Union business during working hours provided that the Union Business does not interfere with the daily work schedule. Reasonable amount of time shall be defined by the Program Manager or his designee with due consideration to program work requirements and the nature of the Union business. It is understood that both Stewards cannot be working in Satellite Operations.

### **9.03 Stewards**

The Union may appoint two (2) stewards or 10% of the bargaining unit population whichever is more. Such stewards shall be selected from a cross section of work groups. Such stewards shall be allowed a reasonable amount of time to conduct Union business during working hours. Reasonable amount of time shall be defined by the Program Manager or his designee with due consideration to program work requirements and the nature of the Union business. Stewards so appointed, shall be subject to the same rules and regulations affecting all other employees covered by this Agreement and shall not leave their work assignment without first securing the permission of the appropriate supervision. Such permission shall not be unreasonably denied.

### **9.04 Employee Request for a Steward**

An employee's request that a Union representative be present at an interview, which the employee reasonably believes may result in disciplinary action against him/her, shall not be denied.

### **9.05 Bulletin Boards**

The Company agrees to provide bulletin boards in suitable places mutually agreed upon. These bulletin boards shall be for the exclusive use of the Union and shall be clearly designated as such; provided, however, that information posted by the Union be restricted to the following:

- (a) Notices of Union recreational and social activities.
- (b) Official notices of Union elections, appointments, and election results.
- (c) Notices of official meetings and educational classes.

The bulletin boards so provided shall not be used by the Union or its members for posting propaganda, political matter of any kind or advertising for any purpose.

### **9.06 Seniority List**

A list of employees by job classification, rate of pay, and seniority date will be supplied to the Union upon request.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **10.01 Grievance**

If a grievance or dispute should arise between the Company and the Union or between the Company and an employee or a group of employees with respect to rates of pay, wages, hours of employment, or other conditions of employment, such grievance or dispute shall be taken up only in accordance with the procedure outlined herein. Any employee wishing to present a grievance may do so personally to his/her supervisor or may request the Union Representative to act in his/her behalf. If the matter cannot be resolved with the supervisor, it shall be filed for processing according to the following procedure.

### **10.02 Step One**

The Grievance shall be reduced to writing, setting forth the following:

- (a) A statement of the grievance and the facts upon which it is based.
- (b) A statement of the remedy or corrective action requested of the Company.
- (c) The Article and section of the Agreement claimed to have been violated.

Such written grievance shall be presented to the Program Manager within ten (10) calendar days after the employee was aware of the acts or omission of the Company which are the basis of the grievance. Program Manager shall answer the grievance in writing within seven (7) working days following receipt of the grievance.

### **10.03 Step Two**

If the grievance is not satisfactorily resolved in Step One of the procedure, the grievance may be appealed in writing to the Company within ten (10) working days after receipt of the supervisor's answer on Step One, above.

A representative of the Company, the appropriate supervisor involved will meet with the Chief Steward and appropriate Steward, and the Union Business Manager or Business Representative, within ten (10) working days following receipt of the appeal to Step Two. A written response to the grievance will be given by the Company to the Business Manager and the Chief Steward within ten (10) working days after the Step Two meeting. If the Chief Steward is not available, the Assistant Chief Steward will be given a copy of the response.

#### **10.04 Step Three**

If the grievance is not satisfactorily resolved in Step Two of the procedure, the grievance may be appealed in writing to the Program Manager within five (5) working days after receipt of the answer in Step Two, above. The Program Manager or his/her designated representative, and a representative of the Company will meet with the Union Business Manager or Business Representative and the Chief Steward or Assistant Chief Steward, within five (5) working days following the receipt of the appeal to Step Three. A written response to the grievance will be given by the Company to the Business Manager and to the Chief Steward within ten (10) working days after the Step Three meeting. If the Chief Steward is not available, the Assistant Chief Steward will be given a copy of the response.

#### **10.05 Witnesses**

By mutual agreement of the parties, witnesses may appear at meetings provided in Step Two and Step Three of the Grievance procedure.

#### **10.06 General Provisions**

- (a) In the event of failure by the Union to appeal any grievance within the time limits provided in this Article, the case shall be considered settled on the basis of the answer or disposition so made, and the Company will have no responsibility to further consider the grievance.
- (b) In no event shall a decision or award upon a grievance be made effective retroactively for any period prior to the date of the grievance was filed, except in respect to a complaint or grievance relating to a payroll check, in which case the Company shall immediately adjust a grievant paycheck within two working days from the discovery of the error has been determined.
- (c) Periods within which any of the acts required in this Article are to be performed may be extended by written agreement between the Company and the Union Business Manager or his/her designated representative. Reasonable requests for extensions shall be considered. In computing the time within which said acts are required to be performed, scheduled off-duty days shall be excluded.
- (d) The Chief Steward and Stewards will be permitted to take time off from work, without loss of pay, to discuss grievances as defined in Section 1 above, with employee(s) concerned and supervisor(s) involved and to meet with the Company representatives in accordance with responsibilities as outlined in this grievance procedure with no mission interruption.
- (e) In the event the Union is dissatisfied with the Company's final disposition, the grievance may be appealed to Arbitration in accordance with Article 11 of this Agreement.
- (f) Copies of grievance answers shall be sent to the Chief Steward and the Union Office. Such requirement will not delay the grievance procedure.
- (g) The parties agree to act promptly and make every effort to settle a grievance at the lowest possible step. By mutual agreement, the second and third steps will be combined when the grievance involves a termination or suspension.

- (h) Grievances regarding discharges or disciplinary suspensions must be filed within five (5) working days (Saturdays, Sundays and Holidays excluded) from the date of discharge or the commencement date of suspension.

## **ARTICLE 11 ARBITRATION**

### **11.01 Arbitration Procedure**

The Arbitration Procedure hereinafter provided shall extend only to those issues, which are herein defined as arbitratable, it must:

- (1) Have been properly and timely processed through the Grievance Procedure.
- (2) Involve the interpretation or application of a specified provision or provisions of this Agreement.
- (3) Not rest on any alleged understanding, practice, or other matter outside the scope of this Agreement.
- (4) Not require the arbitrator, in order to rule in favor of the party requesting arbitration, to exceed the scope of his/her jurisdiction under this Agreement.

### **11.02 Arbitrability**

Unless specified otherwise in this collective bargaining agreement, all matters not resolved in the grievance process outlined in this agreement are subject to arbitration.

### **11.03 Notice**

Any grievance falling under the scope of this Contract which is not settled in Step 3 of the Grievance Procedure (Article 10, Section 10.04), herein may be submitted to an impartial arbitrator in accordance with the terms of these provisions. Notice of intent to appeal any such grievance to the arbitrator shall be filed in writing with the other party within fifteen (15) working days after the final decision has been given by the Company in writing; otherwise, such grievance shall be considered settled.

Representatives of the Union and representatives of the Company will select an arbitrator within thirty (30) days, unless such time is extended by mutual agreement. This process of selection shall be initiated by the Union by requesting the Federal Mediation and Conciliation Service to submit a panel of seven (7) names to the parties. All such arbitrators must be members of the National Academy of Arbitrators and/or the American Arbitration Association. The parties shall alternately strike out one (1) name and the last remaining name shall be the Arbitrator for the hearing. The party to strike first shall be the Union and then on subsequent arbitrations requested, the party to strike first shall be alternated between the Union and the Company.

The rules of the American Arbitration Association concerning the conduct of proceedings shall thereby be adopted by the parties. Unless otherwise mutually agreed, each arbitration proceeding shall deal with not more than one (1) issue.

### **11.04 Arbitrator's Power**

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any other Agreement made supplementary hereto, it being the intent of the parties that the express and specific provisions of this Agreement shall govern the entire relationship of the parties and shall be the sole source of any and all rights or claims which either party may assert against the other.

#### **11.05 Decision of Arbitrator**

The decision of the arbitrator upon the issues so submitted to arbitration shall be final and binding upon the parties to this Agreement.

#### **11.06 Arbitration Expense**

The cost of the initial selection of the Arbitrator, compensation and expense of the Arbitrator, and the arbitration proceeding, shall be borne equally by the parties.

#### **11.07 Evidence in Arbitration Hearing**

The Company and the Union agree that neither of them shall introduce new evidence in the arbitration hearing without notifying the other party at least two (2) days prior to the hearing.

#### **11.08 Stenographic Transcript**

A stenographic transcript of the arbitration hearing shall be made and the cost thereof shall be borne equally by both parties. The selection of the Stenographer shall be mutually agreed upon and shall be selected after dates are confirmed with the Arbitrator.

#### **11.09 Suspension or Discharge Arbitrations**

In cases involving suspension or discharge, the Arbitrator shall within fifteen (15) calendar days of the receipt of the Stenographer's transcript, send his written award to each of the parties. In cases involving suspension or termination, by mutual consent, the parties may submit post hearing written briefs. Otherwise, arguments shall be made orally. If both parties agree to submit post hearing briefs, both parties shall submit such briefs to the Arbitrator within fifteen (15) calendar days of the close of the hearing. Failure of either party to submit such briefs in the timeframe required shall result in the brief being dismissed and not considered by the Arbitrator.

#### **11.10 Arbitrations**

In cases not involving suspension or termination, the Arbitrator shall render a decision and shall within thirty (30) calendar days of the receipt of the Stenographer's transcript, send his written award to each of the parties. Either party is free to submit post hearing briefs if they so desire. If either party elects to submit post hearing briefs, the party submitting must make it known during the arbitration hearing of their intent to do so. Either party electing to submit such briefs shall do so to the Arbitrator within fifteen (15) calendar days of the close of the hearing. Failure of either party to submit such briefs in the timeframe required or failure to notify the other party of their intent to submit briefs shall result in the brief being dismissed and not considered by the Arbitrator.

## **ARTICLE 12 SENIORITY**

### **12.01 Definitions**

#### **(a) Company Seniority**

Company seniority is defined as the length of an employee's unbroken service with the Company since the date of employment or reemployment, whichever is later. Company seniority shall apply for the purposes of determining vacation and paid absence allowance credit eligibility.

#### **(b) Bargaining Unit Seniority**

Bargaining Unit seniority is defined as the length of a current employee's unbroken assignment on the Point Mugu Naval Installation and the successor contractors on the Point Mugu Naval Installation. For all current employees who are employed on the date that this agreement was ratified, it is understood that their Bargaining Unit Seniority date shall be their Company seniority date as defined in section (a) of this article. The Bargaining Unit Seniority dates for all new employees that are subsequently hired after the date of initial ratification of this agreement shall be the date of hire by the current contractor to perform work on the Point Mugu Naval Installation that is covered in this agreement. Bargaining Unit seniority shall apply for purposes of layoff, bumping, and recalls as provided in this Agreement. All positions require qualified candidates as determined by the Program Manager.

### **12.02 Initial Review Period**

New employees shall be on initial review for ninety (90) calendar days. Upon satisfactory completion of the initial review period seniority shall be credited from the date of hire. Any employee with less than ninety (90) calendar days of service who, in the sole opinion of the Company is not performing satisfactorily, shall be subject to disciplinary action and or dismissal. If a temporary employee has worked for the Company for thirty (30) or more calendar days and is offered a full-time bargaining unit position on the Point Mugu Naval installation contract, then that employee's probationary period will be sixty (60) days from the date of accepting a full time position instead of the ninety (90) calendar days set forth in this section. It is understood between both parties that all Operation Generalists initial review period shall be nine (9) calendar months.

### **12.03 Promotions and Transfers**

An employee who desires consideration for an available higher rated bargaining unit job opening shall make written application on a form specified by the Company, stating his/her qualifications and the position for which he/she is applying. The Company will consider all such written requests on the basis of skill, ability, experience, performance, and quality of work, conduct, and adherence to work rules and attendance in making promotions. When qualified employees exist and all such factors are equal as determined by the Program Manager, bargaining unit seniority will be the governing factor.

An employee who desires consideration for a transfer to an available bargaining unit job opening which is the same or lower Labor Grade shall make written application on a form specified by the Company stating his/her qualifications and the position for which he/she is applying.

The Company will make reasonable efforts to accommodate such transfers considering such factors as skill, experience, performance, quality of work, conduct, adherence to work rules, attendance, and operational requirements. When qualified employees exist and all such factors are equal, bargaining unit seniority shall be the governing factor.

All requests for promotions or transfers will be answered by the Company. Disputes arising between the parties as to the interpretation and/or application of this section shall be subject to the grievance procedure. The Company will then notify the Union and all applicants within five (5) working days of the resulting award. Employees transferred or promoted into a new classification must work in the classification for a minimum of six (6) months (excluding progression within a classification) before they are eligible for promotion or transfer to a different classification. This provision may be waived by mutual agreement.

An employee who has seniority in a classification within the bargaining unit, and who is subsequently transferred to a non-bargaining unit position, shall be deemed to have retained seniority rights in accordance with the provisions of this Agreement for a period of two (2) years from the date of transfer or promotion, minus any time in a non-bargaining unit position at the Point Mugu Naval installation. If, in the opinion of the Company, it becomes necessary or advisable to return him/her to a position within the Bargaining Unit, all seniority rights accrued before such transfer or promotion will be restored within the two (2) year period. In no case shall he/she displace any member of the Unit.

#### **12.04 Layoff**

- (a) When it becomes necessary to reduce the work force the least senior employee(s) in the classification(s) will be laid off. Where there are two employees in the same classification who have the same bargaining unit seniority date, the employee with the last four of their social security number who is the lowest shall be considered most senior.
- (b) Where there are reductions in force involving job families having two or more classifications the least senior employee in the job family will be laid off.
- (c) An employee who is laid off under the provisions of sub-sections (a) or (b) above may displace the employee with the least Bargaining Unit seniority in any equal or lower rated occupational classification provided he/she has greater Bargaining Unit seniority than the employee being displaced and is qualified to perform the work. Employees in one classification attempting to bump into another classification must have the requisite certification.
- (d) The exercise of seniority rights in this section is dependent upon the individual employee's ability to perform the available work.

#### **12.05 Recalls/Return from Downgrade**

When the work force is increased following a layoff, employees will be recalled to any full time/non-temporary occupational classification provided that they have the qualifications and ability to perform available work. This shall be done in accordance with the employee's official bargaining unit seniority as defined in Article 12.01 section B. This provision shall also apply where the employee is working in a downgraded position as a result of the displacement procedure set forth in Section 12.04 (Layoff).

## **12.06 Breaking of Seniority**

- (a) Resignation
- (b) Discharge
- (c) Layoff for a period of equal to the employee's seniority or for one (1) year, whichever is less. To retain seniority, however, an employee must register with the Company by certified mail or in person to Human Resources at least once each one hundred and eighty (180) calendar days following his/her layoff. If not registered, his/her seniority shall terminate.
- (d) Failure to notify the Company within ten (10) working days after a recall notice has been sent by certified return receipt mail, or failure to report to work within five (5) working days of such notice.
- (e) If the employee engages in other gainful employment without Company approval while on approved leave of absence.
- (f) Failure to report to work within three (3) working days following expiration of an approved leave of absence.
- (g) Settlement is reached with employee for total disability.
- (h) The employee retires, is retired or dies.
- (i) If the employee is absent from work, fails to report his/her absence from work; or overstays a vacation for three (3) consecutive working days, except for good cause.
- (j) If the employee fails to supply the Company with justification for the need of a Medical Leave of Absence within five (5) working days after the last day worked.
- (k) The employee is unable to return by the end of the reinstatement period as referenced in Article 20, Section (paragraph) 20.04 (Medical Leave).

## **12.07 Seniority on Recall**

An employee who has been laid off, and who has been recalled and accepted for active full time/non-temporary employment with the Company, will receive full credit for the service during the period of layoff.

## **12.08 Seniority in Assignment of Shifts**

Bargaining Unit Seniority shall be considered in the assignment of employees to shifts and days off. The Company will attempt to accommodate the requests, operational efficiency and skill mix permitting.

**ARTICLE 13**  
**TEMPORARY TRANSFER AND ASSIGNMENT**

**13.01 Temporary Transfers**

In order to meet varied work requirements of the operation, it may be necessary to temporarily transfer employees from one classification to another related classification due to absenteeism, to fill vacancies, or to meet increased work requirements. To the extent practicable, such assignment should be within the general area of knowledge and skill of the employee's current classification. It is understood, however, that no employee shall be temporarily transferred for periods, when accumulated, do not exceed thirty (30) days in any ninety (90) day period. When such transfers are made, employees shall be paid their regular rate of pay or the rate of the new classification, whichever is higher, for all hours worked. When such temporary transfers are made for five (5) or more days, the employee's personnel file will be documented with a copy of such documentation to the union.

**13.02 Temporary Assignments (not to exceed five (5) working days)**

Employees may be temporarily assigned to perform duties to another related classification and may be assigned duties that are supplemental or incidental to the primary duties of another classification. When such transfers are made, employees shall be paid their regular rate of pay or the rate of the new classification, whichever is higher, for all hours worked.

It is understood that the Company shall not use temporary transfers or assignments on a continuous and recurring basis to avoid filling a bona fide permanent vacancy in a classification.

**ARTICLE 14**  
**GENERAL PAY**

**14.01 Classifications and Wages**

A schedule of classifications and wages is attached hereto as Appendix "A" and by this reference made a part hereof. It is expressly understood that the sole purpose of this schedule is to fix the rates of pay for employees in the various classifications. Appendix "A" shall have no other effect on the rights of the parties to this Agreement. The Company agrees that employees shall be properly classified in accordance with the work they are performing.

- (a) To be entitled to a classification, an employee must regularly and independently perform work operations which are an integral part of and representative of his/her normal and typical assignment and the requirements of the classification.
- (b) An employee will not be required to do work in more than one classification at a time. However, it is recognized that an employee may perform some of the work of higher rated classifications in order to qualify for advancement and some of the work of lower rated classifications when required. The normal duties of an employee may include some of the work of classifications in the same grade; the normal duties of an employee may include assistance to others. No employee shall have the right to refuse to perform assigned work.

#### **14.02 New Classification**

When work operations involving new or substantially changed requirements result in the modification of classifications after the effective date of this Agreement the Company shall notify the Union of its intentions in writing and all such new or modifications to the existing job classifications shall be subject to the bargaining process. If such actions fail to meet the satisfaction of the Union on the rate(s) of pay, then the matter may be made the subject of a grievance and appealed to arbitration as provided for elsewhere in this Agreement. In no case shall any current employee's rate of pay be reduced as a result of such modification.

#### **14.03 Bereavement Pay**

An employee shall be excused from work and suffer no loss of pay for up to three (3) regular working days to arrange for or attend the funeral of a member of the immediate family. If the employee has to travel in excess of 350 miles the employee may be granted one (1) additional working day off with pay. The employee shall furnish the Company satisfactory evidence of such death. Members of the immediate family shall be defined as: spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepchild, and stepparent. Management may pay for a greater amount of time if in management's opinion, a greater amount of time is necessary.

#### **14.04 Jury Duty**

Any employee who has passed his/her initial review period and is called to and reports for jury duty or is subpoenaed to appear in court as a witness shall be paid by the Company for each day partially or wholly spent in performing jury duty. The Company's obligation to pay an employee for the performance of jury duty is limited to a maximum of fifteen (15) days in any calendar year. In order to receive payment, an employee must give the Company prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims such payment. Jury duty pay will be adjusted for shift personnel to ensure that personnel are not paid for more than 40 hours in a week. The provisions of this Article are not applicable to an employee who, without being summoned, volunteers for jury duty. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company, or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case.

#### **14.05 Military Pay**

Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of ten (10) days leave each calendar year when ordered to short tours of active duty for such purpose unless they are deployed, and then, a maximum of twenty (20) days shall be granted. In such event, the Company will pay to such employee the difference, if any, between his/her military pay and the base rate of pay, exclusive of any premiums and differentials, which he/she would have received if he/she continued within the service of the Company for such period, not to exceed thirty (30) days. Should a bargaining unit employee be placed on active duty as a result of military orders, the employee shall be granted a leave of absence in accordance with the applicable company policy and applicable laws.

## **14.06 Separation Pay**

(a) Any employee with more than six (6) months of credit, continuous service who has established seniority shall be entitled to severance pay when he/she is involuntarily laid off because the customer terminates the contract for convenience.

(b) The Company agrees to pay one week's salary for every year of service to each affected employee up to a maximum of five (5) weeks.

(c) Severance pay eligibility shall be consistent with the Government Contract

(N69450-07-D-0558 and its successors) termination terms and conditions wherein

the company can claim and prevail for termination cost.

## **ARTICLE 15 HOURS OF WORK**

### **15.01 Definitions**

(a) The normal shift will consist of eight and one-half (8 ½) consecutive hours inclusive of a lunch period of one-half (1/2) hour. Shift workers will be expected to remain on site for lunch periods, due to mission requirements.

(b) Shift numbers and starting times are stated below solely for the purpose of categorizing shifts:

Shift 1: Midnight shift starts on or after 11:00 PM and ends at 7:30 AM.

Shift 2: Day shift starts on or after 7:00 AM and ends at 3:30 PM.

Shift 3: Eve shift starts on or after 3:00 PM and ends at 11:30 PM.

(c) **Work Day**

A continuous 24 hour period beginning at 00:00:1 (calendar day).

(d) **Work Week**

A workweek is a period of seven consecutive workdays starting at the beginning of Friday's #1 shift and ending at the completion of the following Friday's #3 shift.

(e) A weekly work schedule is defined as those hours an employee is scheduled to work and works during the course of a workweek.

### **15.02 Weekly work schedules defined**

(a) **Regular 5-day Work Schedule**

A regular 5-day Work Schedule is a schedule that includes five (5) consecutive eight (8) hour daily work schedules Monday through Friday inclusive.

**(b) Continuous Operations Schedule**

A Continuous Operations Schedule is a schedule that includes four (4) weekly work schedules composed of rotating shifts, designed to provide coverage on a twenty-four (24) hours per day, seven (7) days per week basis. Scheduled off-duty days in such week shall be consecutive, except by mutual agreement of the parties to this Agreement. The Company will make every effort to rotate the Operation's shift assignments every three (3) months.

**(c) Posting of Weekly Work Schedules**

The company shall post the weekly work schedule which shall include the weekly work schedules for the following four weeks no later than thirty days in advance before the start of the schedule posted.

**15.03 Company Initiated Work Schedule Change**

**(a.)** In order to fulfill mission requirements and to provide coverage for employees on vacation and medical leave, the Company may have to change an employee's shift to ensure 24/7 coverage. The Employees shall be given twenty-four (24) hours advance notice of any change in a weekly work schedule which shall be for good and sufficient reason, except in emergency situations. It is understood, however, that the employer will not use this twenty-four (24) hour notice requirements as a means of avoiding premium payments as outlined in Section 15.06 (a) of this Article by pre-scheduling different starting and quitting times within an employee's weekly work schedule.

**(b.)** The Company will endeavor to maintain a minimum of thirty (30) days between the changes in shift assignments. The employee shall then be returned to his/her original schedule. Employees may return to their regular schedule, as approved by the Program manager if the requirement ends prior to the end of the thirty (30) day minimum.

Notice of a change in the weekly work schedule shall be considered given by direct communication with the affected employee.

For purposes of overtime payments, the parties agree that the first scheduled day off will be considered the 6<sup>th</sup> day and second scheduled day off as the 7<sup>th</sup>. It is understood that this agreement is to maintain the number of weekly work schedule options available and not to exclude the availability of Saturday-Sunday or other scheduled off day options allowable under this section.

**15.04 Trading Days Off**

An employee may be permitted to trade scheduled days off with another employee in the same work group for any one week. Requests for such trade must be agreed to by the affected employees and submitted, in writing, to the Program Manager for approval at least seven (7) days in advance. The employees will assume full responsibility for reporting to work as agreed and foregoing any overtime premiums that would normally be paid for the sixth and seventh day at the Program Manager's discretion.

### **15.05 Trading of Assigned Shifts**

Subject to the approval of the Program Manager or his designated representative an employee in the same classification may trade assigned shifts with another employee in the same classification for any one week. Requests for such trade must be agreed to by the affected employees and submitted, in writing, to the Program Manager for approval at least seven (7) days in advance. The employees will assume full responsibility for reporting to work as agreed and foregoing any overtime premiums that would normally be paid for the sixth and seventh day at the Program Manager's discretion.

### **15.06 Overtime and Premium Payments**

- (a) Whenever the Company is unable to satisfy the weekly work schedule notice requirements as stipulated in Section 15.02 (c) of this Article, then the employee, whose weekly work schedule starting and/or quitting time has changed, shall be paid at the rate of time and one-half (1-1/2) for all hours worked outside of his/her scheduled weekly starting or quitting time for the remainder of the employee's weekly work schedule.
- (b) Time and one-half (1-1/2) shall be paid for time worked over eight (8) hours per workday.
- (c) Time and one-half (1-1/2) shall be paid for all hours worked over forty (40) hours per workweek.
- (d) Time and one-half (1-1/2) shall be paid for all hours on the sixth day in the work week or on the first scheduled off-duty day, whichever is applicable.
- (e) Double time shall be paid for all hours worked on the seventh day in the work week or on the second off-duty day, whichever is applicable.
- (f) Time and one-half (1-1/2) shall be paid for all hours worked on the applicable holidays recognized under this Agreement
- (g) Double time shall be paid for all hours worked over twelve (12) hours in any continuous work period.
- (h) Wage payments at overtime or premium rates shall not be pyramided for the same hours worked, and hours for which compensation is paid at the overtime or premium rates under one provision hereof shall not be construed as hours worked for making payments under any other provision hereof.
- (i) Any other provision of this Agreement to the contrary notwithstanding it is the intent of the Company and Union that employees who are scheduled to work overtime shall be expected to work the overtime required provided, however, that if an employee has a justifiable reason, which is acceptable to the Company, for not working the scheduled overtime and the employee makes his/her reason known to his/her supervisor at the time the supervisor schedules the overtime work, the employee shall be excused from the overtime assignment and charged with a refusal under the provisions of Article 16 of this Agreement.
- (j) A workweek will not break a workday to prevent overtime except for those employees assigned to shift number one.

- (k) Should an employee be scheduled to work and works on a non-overtime day which begins earlier than twenty four (24) hours from the starting time of the prior non-overtime work day, the employee shall receive time and one-half (1-1/2) for such hours that precede the time which is twenty four (24) hours from the starting time of the prior daily work schedule, providing he/she worked eight (8) hours in that twenty four (24) hour period.
- (l) When employees are traveling on company business or for training and their travel schedule exceeds their regular work schedule, the maximum paid travel time in any day is eight (8) hours. The employees will be paid the applicable overtime rate.

### **15.07 Lunch Periods**

Where meal periods without pay are granted, they will be granted approximately mid-way through an eight (8) hour work schedule and during overtime periods where the workday exceeds twelve (12) hours.

Employees who work in excess of eight (8) continuous hours will not be required to take a meal break during the overtime period.

### **15.08 Break Periods**

There shall be two (2) paid rest periods of fifteen (15) minutes each in duration, during each eight (8) hour workday. Such rest periods will be scheduled so that they fall during the first and second half of each work shift respectively.

### **15.09 Call-In/Report-In Pay**

(a) An employee called to work or permitted to report to work as scheduled, without having been given reasonable notice that there will be no work, shall be given at least two (2) hours work, or if less than two (2) hours work is assigned, shall be paid two (2) hours pay at the applicable rate, except that if work is unavailable, as a result of a strike or other causes reasonably beyond the control of the Company, such as fire, explosion, general disaster, failure of power lines or utilities, or acts of God, no pay need be made. If an employee is not required to work a full two (2) hours for the call-in period, but is required to work a full shift thereafter, those call-in hours paid but not worked shall be credited towards the remaining work hours in the employee's shift and all hours worked on the regular shift in excess of the call-in hours shall be paid at the employee's regular straight-time rate of pay. For example, if an employee were to be called in but was only required to work two hours prior to his or her normal start time, that employee will nevertheless be paid two (2) hours of call-in pay (at time and one-half (1-1/2)) and the remaining hours of his or her regular shift at the employee's straight-time rate of pay. (However, at the discretion of the company, that employee may be relieved from work two (2) hours early and sent home. Under those circumstances, the employee will only be paid two hours at the prescribed overtime call-in rate.)

(b) When an employee is called at his/her home after or before his/her normally scheduled shift to assist a supervisor and/or to assist another bargaining unit member, at the request of a supervisor, he/she shall be paid in fifteen (15) minute increments. It is agreed that the employee shall receive a minimum of fifteen (15) minutes of pay under this provision.

(c) Off-Duty is defined as any point when the employee is not being paid, regardless of location. An extension of work prior to end of the scheduled work hours is not considered Call-In / Report-In time.

### **15.10 Shift Premium**

Employees assigned or are required to work the Eve or midnight shift shall receive a shift premium of ten percent (10%) of their base pay for all hours worked. Employees who assigned or are required to work on Sundays shall receive a shift premium of twenty-five percent (25%) of their base pay for all hours worked.

### **15.11 Height Premium**

Employees working on unprotected towers, structures and antennas in excess of thirty (30) feet above the surrounding base area or when the use of a safety harness is required, shall receive premium pay of one and one-half (1-1/2) their applicable rate for such time as they are performing work. "Unprotected" refers to structures not normally intended for walking, climbing, or standing, or where stairways, ladders, or platforms are not equipped with protective railings or cages. Employees entitled to height premium will receive a minimum one (1) hour per occasion.

When overtime premium and height premium are due concurrently, both will be paid and calculated on the employee's base rate.

## **ARTICLE 16 EQUALIZATION OF OVERTIME**

Overtime will be equalized as far as practical among employees in a work area, classification and job family. The Company shall make reasonable effort to equalize overtime within designated groups insofar as practical. It is understood, however, that the requirement for overtime equalizations shall not apply during critical, special, or emergency conditions beyond the control of Management.

In the event there are no volunteers to accept the overtime required or the company cannot reach the lowest overtime employee on the list, then the company will require the lowest accumulated overtime employee currently on shift to work overtime on the next succeeding shift only.

An employee shall not normally be required to work consecutive sixteen (16) hour shifts.

## **ARTICLE 17 VACATION**

### **17.01 Vacation Year**

An employee with the Company shall be eligible for vacation according to the following schedule and conditions.

Vacation will accrue on a monthly basis at the rate corresponding to the employee's years of service.

0 but less than 3 years of service	80 hours per year
3 but less than 9 years of service	120 hours per year
9+ years of service	160 hours per year

All incumbent Union members will receive credit with respect to vacation accrual in accordance with Section 12.01 (a).

An employee who voluntarily terminates his/her employment or who is terminated from employment by the Company will be paid a lump sum for all unused vacation.

### **17.02 Day of Vacation**

A day's vacation pay will be computed by multiplying eight (8) times the employee's straight time hourly pay rate in effect at the time the vacation is taken.

### **17.03 Vacation Scheduling**

Employees entitled to vacation benefits may take such vacation during the vacation year with management approval with due consideration, however, to the wishes of those employees requesting specific periods, provided this can be done without interfering with efficient operations. If there is any conflict between employees who are working in the same classification, senior employees will be given their preference. Employees who have vacation approved shall not be bumped by more senior employees within ninety (90) days of the scheduled vacation start date.

Employees will be allowed forty (40) hours of carryover at the beginning of each calendar year. The maximum carryover balance maintained in any one calendar year shall be forty (40) hours.

It is understood, however, that nothing contained herein shall be construed to prevent Management from scheduling partial or total vacation shutdowns. Whenever such shutdowns are scheduled, Management will give the Union as much advance notice as is reasonably practicable but in no event less than thirty (30) calendar days.

### **17.04 Holidays During Vacation Period**

If one of the holidays recognized by this Agreement should fall within an employee's vacation period, he/she will receive pay for such holiday.

### **17.05 Vacation Requests**

Vacation requests exceeding one (1) day must be made and approved no less than seven (7) calendar days prior to the event. Requests for vacation of one (1) day or less must be made and approved no less than twenty-four (24) hours prior to the event. All earned vacation must be utilized, scheduled or a request for carryover shall be submitted not less than sixty (60) days prior to the end of the current calendar year. With appropriate justification, these notice requirements may be waived by the Program Manager.

## **ARTICLE 18 HOLIDAYS**

### **18.01 Observed Holidays**

Employees will be paid eight (8) hours pay at their regular hourly rate of pay for the federally observed following holidays:

## **HOLIDAYS**

New Years Day	Thanksgiving day
Martin Luther King Day	Veteran's Day
Presidents Day	Christmas Day
Memorial Day	Columbus Day
Independence Day	Floating Holiday
Labor Day	

The Company will provide eleven (11) holidays each year. The Company will publish the holiday schedule each October for the following year. The floating holiday must be taken prior to the end of the last full pay period of the calendar year. Prior approval of the Program Manager must be obtained for the use of the floating Holiday.

### **18.02 Holiday Pay Eligibility**

To be eligible for holiday pay, an employee must have worked his/her last regularly scheduled workday prior to the holiday and his/her next regularly scheduled working day following the holiday, unless he/she has been excused by the Company from working on such days. Employees on an approved formal leave of absence during an entire week in which a holiday falls shall not be eligible for holiday pay. If an employee is on vacation when the holiday is observed, the employee shall be paid Holiday pay on the Holiday.

### **18.03 Holiday Pay for Work on Holidays**

An employee who works on one of the holidays designated above, shall receive one and a half (1 ½) times his/her hourly rate of pay for all hours worked on that day, in addition to the holiday pay. An employee who is properly scheduled to work on one of the designated holidays and fails to report for such work will not be entitled to receive holiday pay unless his/her absence was reasonably beyond his/her control.

### **18.04 Holiday Falls on Scheduled Day Off**

In the event a holiday falls on one of the scheduled days off an employee shall be paid eight (8) hours of Holiday pay.

## **ARTICLE 19 PAID ABSENCE ALLOWANCE (PAA)**

### **19.01 Eligibility**

Employees shall be entitled to five (5) days of PAA per year and shall be awarded on January 1, 2011. Employees hired after the first of the calendar year shall receive a pro-rated amount through the end of the year.

### **19.02 PAA Calculation**

A day of paid absence allowance will be computed on the basis of eight (8) hours per day times the employee's regular hourly rate of pay. PAA will not be granted in increments of less than two hours.

### **19.03 Unused PAA**

Any unused PAA will be forfeited at the end of the calendar year.

#### **19.04 Payment Under Disability Insurance**

In the event an employee becomes eligible to receive payments under a Disability Insurance Plan, he/she will be permitted to use such insurance prior to his/her using any unused paid absence allowance under this Article, provided such use is not in conflict with any State or Federal laws.

#### **19.05 Request for PAA**

Paid Absence Allowance requests must be made and approved no less than twenty-four (24) hours prior to the event. Where such notice is not possible, the employee must notify the Program Manager of the intended absence, at least one (1) hour prior to the start of the scheduled shift. In the event of an emergency the one (1) hour prior notification may be waived.

#### **19.06 Occupational Disability**

The Company will not require the employee to use any of his/her accrued PAA, vacation and/or personal choice holiday for any absence due to a legitimate occupational injury. The employee may choose to take leave without pay.

#### **19.08 PAA Abuse**

The Union agrees the use of paid absence allowance will not be abused and the Union will assist the Company to insure there is no abuse. If there is a pattern of abuse established by an employee, the Company and the Union shall meet to discuss a resolution to the employee's pattern of abuse.

## **ARTICLE 20 LEAVE OF ABSENCE**

#### **20.01 Personal Leave of Absence**

Leaves of absence for personal reasons may be granted for good and sufficient reasons, consistent with the operating requirements of the Company.

- (a) Absence for a period of over five (5) days must be approved by the Company as a leave of absence. The leave of absence shall not be granted for periods of more than thirty (30) days unless extended by the Company in writing.
- (b) An approved copy of the formal leave of absence request will be furnished to the employee. A leave of absence may be extended upon the approval of the Program Manager or designee.
- (c) Seniority will accumulate during such leave, and upon return, the employee will be eligible for reinstatement in accordance with his/her seniority.
- (d) Provisions of the California Family Leave (Rights) Act (Re: Government Code Section 1294.52) will be administered under this section.

#### **20.02 Military Leave of Absence**

Any regular employee of the Company who is inducted into the military service of the United States and who by reason of such service is entitled under the law to be regarded as a veteran shall, upon his/her discharge and his/her receipt of a certificate of satisfactory completion of

his/her obligation, be accorded all rights, preferences and privileges accorded to such employees under the law.

Any regular employee of the Company who is an honorably discharged veteran of the Armed Forces may, in case of a future war involving the United States, enlist at any time and upon completion of his/her service be entitled to all benefits and privileges as provided in this Agreement and any future legislation passed by the United States Government.

Upon presentation of a copy of his/her military orders, an employee called for emergency duty shall be granted a leave of absence without pay for the period of such duty.

An employee who has completed the probationary period and who serves up to ten (10) working days on annual active duty as a member of a state or federal military reserve compound shall, upon presenting adequate proof on official government letterhead, be paid the difference between the taxable military pay and the straight time rate the employee would have earned during his/her regularly scheduled workdays had the employee not been absent from work.

### **20.03 Union Leave of Absence**

- (a) For the conduct of Union Business only and upon written request of the Union, any employee holding office in the Local Union may be granted a leave of absence for a period not to exceed one (1) year. Any such leave may be extended for an additional one (1) year by mutual agreement. Seniority will accumulate during such leave, and upon return, the employee will be eligible for reinstatement in accordance with his/her seniority.
  
- (b) Not more than one (1) employee may be granted a leave of absence upon request from the Union for the purpose of attending the International Convention of the Union as elected delegates of the Local Union. Seniority will accumulate during such leaves and employees will be eligible for reinstatement in accordance with their seniority.

### **20.04 Medical Leave of Absence**

Leave for medical reasons will be granted for up to thirty (30) days, upon approval of the Company. Such leaves may be extended for two additional thirty (30) day periods. Such medical leaves of absence must be supported by satisfactory medical evidence attesting to the reasons for the leave. Upon completing a medical leave, the Company may require the employee to be examined by the Company physician prior to return to work. After examination by the Medical Department, the employee will be returned to his/her previously held job, then to work which he/she can perform in accordance with his/her seniority.

If any employee is unable to return to work at the expiration of his/her medical leave of absence, he/she will be removed from the active rolls, but shall continue to accrue seniority. If the employee establishes that he/she was and has remained unable to return since the expiration of his/her medical leave of absence, he/she will be reinstated in accordance with his/her seniority and medical restrictions after examination by the Company physician. The reinstatement period will exist for a period of six (6) months.

### **20.05 Failure to Return From Leave**

Failure to report to work within three (3) working days following the expiration date of an authorized personal, military, or union leave of absence will result in termination of employment unless the employee's leave of absence is extended by the Company.

## **20.06 Recertification Requirement**

Any leave of absence in excess of three (3) months will require recertification of Satellite Operators.

## **ARTICLE 21 JOB POSTING – TRAINING - CERTIFICATIONS**

### **21.01 Job Posting**

Available full time and temporary bargaining unit job openings shall be electronically and bulletin board posted for a period of three (3) working days, holidays excluded. Employees wishing to be considered for such openings shall submit a bid to their Program Manager on a Company supplied form. There shall, however, be no obligation to post bargaining unit jobs to which employees on layoff or downgrade have recall rights and have accepted such recall in accordance with Article 12, Sections 12.04 and 12.05 of this Agreement. All qualified bidders shall be interviewed. The Company shall provide timely notification to the Union of any changes to the job descriptions, responsibilities, and training requirements. The Company shall provide the Union with all of the job descriptions for all classifications listed in the CBA, but these job descriptions will be used for reference only and will not become part of the CBA.

### **21.02 Training**

The Company will consider employee's requests when determining training need and scheduling attendance for training courses.

### **21.03 Certifications**

Personnel in technical and operational classifications are expected to progress and complete mandated certification.

## **ARTICLE 22 MISCELLANEOUS PROVISIONS**

### **22.01 Safety and Health**

The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment on Government operated facilities. The Company shall provide proper protective devices and other equipment necessary to protect the employees from injury and sickness.

An employee shall have the right to petition the Program Manager or, in their absence, their designee whenever he/she reasonably believes a job assignment, the working environment or supplied equipment is unsafe or hazardous to his/her health. No employee shall be required to perform any unsafe work or work without the proper personal protective equipment.

### **22.02 Drug and Alcohol Free Workplace**

The International Brotherhood of Electrical Workers and the Company are committed to providing employees with a drug and alcohol free workplace. It is our goal to protect the reputation of the Company, the Union, and the employees. Consistent with these goals, it is agreed that the parties will cooperate in order to comply with required Federal Regulations to achieve a drug free work place. In the event that random drug testing programs may be implemented the Company agrees to meet with the Union to discuss the provisions of such random program that shall include a last chance offer to accept rehabilitation services.

If by reasonable management suspicion of an employee who reports to work under the influence of alcohol or illegal drugs, that employee may be requested to submit a urine sample to a medical officer who is certified to perform such collections in accordance with all applicable laws. Such sample shall be analyzed by a certified Laboratory to perform in accordance with all applicable laws. Any employee, who is requested to submit a sample under reasonable suspicion, shall not have the right to refuse. Such refusal shall result in immediate termination. Prior to reasonable suspicion, if the employee discloses that a drug or alcohol problem exists, the company will assist in setting up counseling / rehabilitation services.

### **22.03 Change of Address**

Employees shall notify the Company of their proper post office address. The Company shall be entitled to rely upon its record.

### **22.04 No Discrimination**

Neither the Company nor the Union shall discriminate against an employee because of age, sex, race, color, religion, or national origin, because of Union activity, or being disabled veterans or veterans of the Vietnam War era, or because of a certified mental or physical handicap with respect to a position, the duties of which can be performed efficiently by an individual with such mental or physical handicap without danger or the health or welfare of the mentally or physically handicapped person or to others. It is understood wherever in this Agreement employees or jobs are referred to in the male gender, it shall be recognized as referring to both male and female employees. It is also understood that the Company will not discriminate against any Union Steward who is acting in this capacity in exercising his rights under this agreement and the NLRA.

### **22.05 Work by Excluded Personnel**

Employees excluded from the Bargaining Unit as defined in Article 1 of this Agreement shall not perform work which is the work of employees in the Bargaining Unit except for the purpose of instructing employees or in clear and present emergencies when no qualified Bargaining Unit employees are available. It is understood, however, that excluded personnel may utilize equipment for instruction, experimentation and modification for research and advanced Development work performed on equipment located at the Point Mugu Naval Installation.

### **22.06 Outside Work Assignments**

Assignments of work to be performed on open structures outside will not be made if weather conditions would make such work hazardous. Questionable instances of such assignments will be resolved on the basis of the decision of the Program Manager, or his/her representative and the circumstances involved. All employees shall have the right to challenge any work assignment that they deem hazardous.

### **22.07 Tools and Safety Shoe Allowance**

Necessary tools, equipment and materials as determined by the Company will continue to be furnished to employees. No employee will be disciplined for not being able to complete an assigned task due to the unavailability at the facility of such necessary tools, equipment and materials. A safety shoe allowance of one-hundred and fifty dollars (\$150.00) shall be provided to those employees in classifications requiring their use every two years or earlier provided that the employee can demonstrate that their safety shoes are worn out or defective to his Program Manager.

**ARTICLE 23  
INSURANCE, RETIREMENT, SAVINGS PLAN**

**23.01 Insurance, Retirement, and 401K Savings Plan**

The parties have provided for an insurance program, retirement, savings plan, dependent care reimbursement account, and all other supplemental insurance benefits that is offered to all salary employees. The provisions of which are covered in separate documents. No matter respecting the provisions of the insurance programs and plans shall be subject to the grievance procedure established in this Agreement. The Company shall have the responsibility for the administration of the programs and plans offered by the Company.

**23.02 Medical Benefits**

A cash Health and Welfare (H&W) benefit shall be paid to the employee in the amount of 40 hours per week and maximum of 2080 hours per year. All paid hours to include; hours worked, PAA, vacation, holidays, bereavement, jury duty, and military leave pay shall be considered as part of the 40 hours per week H & W benefit to be paid. Employees shall be offered a comprehensive medical, dental, prescription, and vision plans that an employee may tailor to their personal needs. It is the employee's option to select which plans that they will participate in, if any, or elect to receive the cash payment equivalent of the hourly benefit or a portion thereof. The Company agrees to revisit the possibility of offering the IBEW/NECA medical plan insurance annually and will meet with the Union 90 days prior to open enrollment in the Company's insurance plans to discuss the employee benefits and will offer the plan if a majority of the employee's desire the IBEW plan.

10/01/10  
\$3.52 / hr

10/01/11  
\$3.70 / hr

10/01/12  
\$3.89 / hr

**23.03 Group Universal Life Insurance**

The Company shall provide, at no cost to the employee, group life insurance in the amount of two (2) times their annual salary up to a maximum of five-hundred thousand (\$500,000) and Accidental Death & Dismemberment coverage in the amount of two (2) times their annual salary up to a maximum of one-hundred thousand (\$100,000). The employee may elect to purchase supplemental life coverage (up to 4X their annual salary or the maximum allowable by the plan) under this plan for himself/herself and/or to include his/her lawful dependants; the employee will be responsible for the additional premium costs for himself/herself and/or 100% of the total premium costs for his/her lawful dependants. All contributions will be collected through normal payroll deductions.

**23.04 Company 401(k) Savings Plan**

The Company will establish a non-contributory 401K plan and provide for automatic payroll deductions for those employees who participate.

**23.05 Retirement Plan Annuity**

The Company will establish an annuity for the employee's discretionary use in accordance with the following schedule:

10/01/10 = \$.25 / hr.

10/01/11 = \$.35 / hr.

10/01/12 = \$.50 / hr.

Annuity will be paid up to forty (40) hours per week maximum up to 2080 hours per year.

## **ARTICLE 24 SCOPE OF AGREEMENT**

### **24.01 Right of Modification by Mutual Agreement**

This Agreement expresses the complete understanding of the parties on the subject of wages, hours of work, and the conditions of employment; however, this Agreement may be amended in writing by mutual agreement at any time. Any such amendment shall be reduced to written form, signed by the Business Manager of the Union and the authorized representative of the Company in the form of a Memorandum of Agreement (MOA).

### **24.02 Legality of Provisions**

Should any provision or provisions of this Agreement, of any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States, pursuant to law, or final adjudication of any court of competent jurisdiction, the provision or application of a provision(s) of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof. The Company agrees to discuss the implications of a change in law with the Union.

## **ARTICLE 25 SUCCESSORSHIP**

This Collective Bargaining Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Collective Bargaining Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Collective Bargaining Agreement and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Collective Bargaining Agreement.

## **ARTICLE 26 OPERATIONS GENERALIST AND SPECIALIST CERTIFICATION**

The Company agrees to establish a formally documented certification training process for the Operations Generalist. The certification training program shall be developed by a joint team consisting of two salaried personnel and two Union personnel. The Point Mugu Certification Program will be based on the actual job requirements of the operations positions. Program modules can change with the addition of new equipment. The program will be completed per the request of the Naval customer for consistent certification of Operations Technicians.

This certification program is not optional and will be completed by all Operations Generalist. The Company will make every effort to assign a Generalist trainee to a Specialist for the purposes of providing this certification training.

**ARTICLE 27  
PROGRESSIVE DISCIPLINE**

**27.01 Steps of Discipline**

In matters involving the disciplining of employees covered by this agreement, the Company agrees to abide by the following progressive steps of discipline:

First offense: Documented verbal counseling.

Second offense: Written memorandum of counseling.

Third offense: Disciplinary suspension not to exceed five (5) days and may result in termination.

The company reserves the right to discipline any employee up to and including termination for just cause (including all serious offenses) based on the severity of the incident in accordance with Company policy.

**27.02 Verbal Counseling Retention**

Documented verbal counseling's shall be removed from the employee's file after one (1) year provided the employee has not received a warning for a similar offense within one (1) year from date of issuance.

**27.03 Written Memorandum Retention**

Documented written memorandum counseling's shall be removed from the employee's file after two (2) years, provided the employee has not received a warning for a similar offense within two (2) years from the date of issuance.

**27.04 Documented Evidence Disclosure**

Employees shall be given all documented evidence used against him/her at or prior to any disciplinary meeting.

**ARTICLE 28  
TERM OF AGREEMENT**

**28.01 Effective Date of Agreement**

The effective date of this Agreement shall be October 1, 2010 for all purposes, and this Agreement shall remain in full force and effect until 11:59 p.m. September 30<sup>th</sup> 2013.

**28.02 Notice to Modify Agreement**

This Agreement shall remain in full force and affect until 11:59 p.m. September 30<sup>th</sup>, 2013 and shall thereafter be continued in full force and effect from year to year after September 30<sup>th</sup>, 2013 unless a notice of termination or desire to modify or change this Agreement is given in writing by registered mail by either party to the other party at least sixty (60) days before the expiration date of September 30<sup>th</sup>, 2013 or the anniversary of the effective date thereafter.

**APPENDIX A  
SCHEDULE OF CLASSIFICATIONS**

<b>Labor Grade</b>	<b>Classification</b>
01	Order Clerk
02	Administrative Specialist
03	Supply Technician
03	Logistics Coordinator
04	Operations Technician Generalist
05	Maintenance Technician
06	IT/IA Specialist
07	Operations Technician Specialist
08	Lead Maintenance Technician
09	Operations Lead
10	IT/IA Administrator

**WAGE STEP PROGRAM/SCHEDULE  
APPENDIX B**

<b>Labor Grade</b>	<b>1-Oct-2010</b>	<b>1-Oct-2011</b>	<b>1-Oct-2012</b>
	<b>100%</b>	<b>100%</b>	<b>100%</b>
01	19.46	20.14	20.84
02	24.69	25.55	26.44
03	28.16	29.15	30.17
03	28.16	29.15	30.17
04	29.38	30.41	31.47
05	29.59	30.63	31.70
06	30.60	31.67	32.78
07	32.04	33.16	34.32
08	32.05	33.17	34.33
09	34.64	35.85	37.10
10	37.43	38.74	40.10

The above wages are minimum rates and nothing precludes the Company from paying an employee at a higher wage rate provided the Business Manager is notified of the new wage.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this 4th day of August , 2010 by their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be inscribed by their duly authorized officers and representatives.

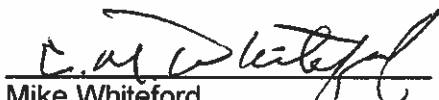
**FOR I.B.E.W. LOCAL 543**

**FOR ROME RESEARCH CORPORATION**

  
\_\_\_\_\_  
Jerry M. Koger  
Business Manager

  
\_\_\_\_\_  
Dan Weissenberger  
Director of Labor Relations / SCA

  
\_\_\_\_\_  
Josh Collas  
Chief Steward

  
\_\_\_\_\_  
Mike Whiteford  
Committee Person