

COLLECTIVE BARGAINING AGREEMENT

between

PERATON, INC.



and

I.B.E.W LOCAL 543



at the

**DEEP SPACE NETWORK
GOLDSTONE, CALIFORNIA**

**Effective
November 1, 2019 through October 31, 2024**

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AGREEMENT

This Agreement is made by and between the Peraton, Inc. (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 below for the purpose of collective bargaining in respect to rates of pay, 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, supply and support employees employed in the Goldstone Support and Goldstone Deep Space Communications Complex Service Section of the Goldstone Complex, or other location established by the Company under the DSN O & M Contract number 1254038 as certified in National Labor Relations Board, Case No. 31-RC-201 1 and the DSS16, Facility as certified in the National Labor Relations Board Case No. 31-RC-1933, but excluding all salaried employees, office clerical employees, administrative employees, guards, professional employees and supervisors as defined in the Act.

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 from the first pay of each month 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

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:

Peraton, Inc.
DSN O & M Contract
1400 South Shamrock Ave.
Monrovia, CA 91016
Attention: Program Manager
(626) 305-6105
hgiroux@peraton.com

The Union:

International Brotherhood of Electrical Workers
Local Union No. 543
16519 Victor Street, Suite 304
Victorville, California 92395-3967
Attention: Business Manager
(760) 245-8147
Jerry.koger@ibew543.org

Where official notices are not required, notices may be sent by electronic mail with a read receipt required.

**ARTICLE 5
MANAGEMENT RIGHTS**

The Company retains the sole right to manage its business including (without limiting the generality of the foregoing) the right to plan, direct and control operations; to schedule and assign work to employees; subcontract and sublet work; to maintain and insure the efficiency and effective utilization of the workforce; to establish and require employees to observe reasonable Company rules and regulations; to determine the starting and quitting time and the number of hours to be worked; to hire, layoff, transfer, promote or relieve employees from duty; to maintain order and to suspend, demote, discipline or discharge employees for just cause; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

**ARTICLE 6
SUBCONTRACTING AND TEMPORARY
HELP**

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 to subcontract the performance of some aspects of its operations. If and when the Company should contemplate subcontracting or have temporary help perform some aspects of its operations previously performed by bargaining unit employees which would result in laying off bargaining unit employees or a reduction of the bargaining unit, 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.

The Company will not use its right to subcontract as a subterfuge or means to undermine the Union.

Temporary help as used in this Article is defined as those individuals whose service are used to temporarily supplement the efforts of employees in the bargaining unit. Whenever the Company utilizes temporary help for this purpose it shall make a good faith attempt to restrict the period of time involved up to a maximum of thirty (30) consecutive days in any one instance. Should such attempts and as a consequence additional time be required the Company shall promptly notify the Union prior to commencement of the additional time.

ARTICLE 7 CUSTOMER RELATIONS

It is understood that the Company is engaged in providing services under contract to customers who normally maintain ultimate program responsibility. It is not the intent of this Agreement to approve actions or to establish restrictions, which are outside the operating requirements for contract performance.

The Company is redirected, from time to time, in certain of its activities and must specifically reserve the prerogative of redirecting or reassigning personnel accordingly. In some circumstances, the Company is directed to relinquish certain normal functions to customer personnel or to personnel from other governmental agencies or the same or other Company organizations. Nothing in this Agreement is intended to preclude prompt and complete response by the Company to such direction. However, the Company will inform the Union of any layoffs that affect bargaining unit employees within 24 hours after making the decision to lay off a bargaining unit employee.

ARTICLE 8 SECURITY RESPONSIBILITY

- 8.01** 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 without pay, 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** 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** 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.

8.04 It is understood that an employee not able to obtain or retain a security clearance as may be required, shall be allowed to retain employment in such classifications which do not require said clearance in accordance with their abilities and seniority. The affected employee shall be laid off and allowed bumping rights as covered by this Agreement.

ARTICLE 9 UNION REPRESENTATION

9.01 The Business Manager of the Union or his/her Representative shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement upon proper notification to a representative of Management designated by the Company.

9.02 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. Reasonable amount of time shall be defined by the Complex Manager or his/her designee with due consideration to Complex work requirements and the nature of the Union business.

9.03 In addition to the Chief Steward, the Union may appoint eight (8) stewards or 10% of the bargaining unit population whichever is more. No more than one (1) steward from any work group may be appointed. 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 Complex Manager or his/her designee with due consideration to Complex 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 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 date, rate of pay and seniority date will be supplied to the Union quarterly during March, June, September and December. Further, a list of newly accessed employees by job classification and seniority date will be supplied to the Union within five (5) working days from their date of hire.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 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 employee's immediate supervisor or supervision within seven (7) working days after the employee was aware of the acts or omission of the Company which are the basis of the grievance. Supervision 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 Complex Manager within five (5) working days after receipt of the answer in Step Two, above. The Complex 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 three (3) working days beyond the date a written grievance was filed or a written extension was granted at the First Step, except in respect to a complaint or grievance relating to a payroll check, in which case the time limitation is equal in length to the payroll period covered by such check.
- (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 extension shall not be denied. 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.
- (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.

10.07 Discipline records will be retained for a period of three (3) consecutive years.

ARTICLE 11 ARBITRATION

11.01 The Arbitration Procedure hereinafter provided shall extend only to those issues, which are herein defined as arbitrable, 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; and (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 The provisions of a Grievance Procedure provided for elsewhere in this Agreement is not intended to imply nor is any third person to infer, that all grievances may be appealed to arbitration; and the fact that a controversy has been handled under the Grievance Procedure shall not preclude either party from raising the question of arbitrability with respect to such controversy.

11.03 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 meet to select an arbitrator within thirty (30) days, unless such time is extended by mutual agreement. In the event the parties are unable to agree on an arbitrator, either or both parties may request 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 will be determined by lot.

The Arbitrator shall serve for the duration of this Agreement, provided he/she continues to be acceptable to both parties. In the event an arbitrator is not acceptable to either or both parties, the same procedure originally used in the selection or designation of an arbitrator shall apply.

After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

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 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 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 The compensation and expense of the arbitrator and the arbitration proceeding shall be borne equally by the parties.

11.07 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.

ARTICLE 12 SENIORITY

12.01 Definition

(a) Site Seniority

Site 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, which shall include all continuous service with the previous and/or current contractor on the Goldstone DSN Complex. Site seniority shall apply for the purposes of determining vacation, holiday and paid absence allowance credit eligibility.

(b) Bargaining Unit Seniority

Bargaining Unit seniority is defined as the length of an employee's unbroken assignment with the Company at the Goldstone DSN Complex and the previous and/or current contractor on the Goldstone DSN Complex as reflected in their official IBEW Local 543 membership dues application. Bargaining Unit seniority shall apply for purposes of promotion, layoff, bumping, recalls, and shift assignments, as provided in this Agreement.

(c) In the event that two employees have the same Company or Bargaining Unit seniority date, it is understood the employee who has the highest last four of their Social Security Number shall be deemed more senior.

12.02 Initial Review Period

New employees shall be on initial review for one hundred and twenty (120) calendar days. Upon satisfactory completion of the initial review period seniority shall be credited from the date of hire. Any employee with less than one hundred and twenty (120) 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 and such employee shall not have recourse to the grievance procedure or arbitration during the initial review period. If a temporary employee has worked for the Company for 30 or more days and is offered a full-time bargaining unit position on the DSN O&M contract, then that employee's probationary period will be 90 days instead of the 120 days set forth in Article 12 Section 12.02 of this agreement.

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, Bargaining Unit Seniority will be the governing factor. If the bargaining unit member does not meet the minimum qualifications for an "A" or "B" classification level job opening, he shall be considered for the "C" classification level job opening when an external employee or outside applicant does not meet the minimum qualifications for an "B" level opening advertised.

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 will 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 via electronic mail 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.

Notwithstanding any other sections of this Agreement; promotions to, selection of new hires for, transfers from, or removal from the job classification of any of the Chief Titled positions shall be made at the sole discretion of the Company. The Company shall not exercise this right in a whimsical, capricious or arbitrary manner. It is understood and agreed; the Company will not hire or transfer an individual to any Chief position from outside the bargaining unit. All Chief Technician promotional opportunity openings will be announced by department direct e-mail notification to all employees in the classification one week prior to the company selecting an employee for the promotion to the Chief Title.

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 Deep Space Network O&M Contract. 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. Any employee who holds the title of "Chief" or "M&O" will revert back to their primary classification held prior to being promoted to a "Chief" or the "M&O" position for the application of this article. It is understood that prior to any layoff being enforced, that all temporary employees within the affected classification(s) will be released prior to any full-time, regular employee receiving a layoff notification.
- b) An employee who is laid off under the provisions of sub-section (a) 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 has either previously held the classification before, or is qualified to perform the work based upon his/her current resume, experience and education achieved. Employees qualified but lacking the required certification and training requirements to bump into the "A" skill level will bump into the "B" or "C" skill levels and will have ninety (90) days to achieve the required "A" certifications. Bumping into skilled classifications such as Lead Space Operations Controller, Maintenance Electrician, or any Complex Maintenance Facility Technician classification will not be allowed unless they have previously held the classification.

- c) The exercise of seniority rights in this section is dependent upon the individual employees' ability to perform the available work. If there is an open posting in the bargaining unit and a laid off employee claims to be qualified for the open position, as outlined in section (b) above, the Company will evaluate the employee to determine whether he/she is qualified. If found to be qualified, the laid off employee will be allowed to fill the open position at the "B" or "C" level in lieu of the Company hiring an employee.
- d) Should an employee exercise their bumping rights and is unable to perform the work required of the job classification, the employee shall not have the right to further bump and will be placed into laid off status.

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 two (2) years, 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) Refusal of reinstatement to the highest classification to which an employee has recall rights or to another classification at a rate of pay which is a least eighty percent (80%) of the rate of pay the employee was receiving while in the highest classification.
- (f) If the employee engages in other gainful employment without Company approval while on approved leave of absence.
- (g) Failure to report to work within five (5) working days following expiration of an approved

leave of absence.

- (h) Settlement is reached with employee for total disability.
- (i) The employee retires, is retired or dies.
- (j) 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.
- (k) 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 days worked, except for good cause.
- (l) The employee is unable to return by the end of the reinstatement period as referenced in Article 20, Section (paragraph) 20.04 (Medical Leave).
- (m) Failure to obtain or retain a security clearance, as may be required for their position.

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 a governing factor in the assignment of employees to shifts and days-off only in the case of employees assigned to fixed, non-rotating shifts.

All employees assigned to fixed shifts in the same classification may request a shift change and/or days off change, from the availability of the schedules offered by the Company, once every twelve (12) months. On or before July 1 of each calendar year, the employees may submit their request to their manager. The Company will attempt to accommodate the request, for implementation of the new schedule on October 1. By mutual agreement between the parties, the date of implementation may be delayed due to mission requirements. It is also understood that occasionally schedules offered by the Company may need to change due to a change in staffing.

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 or the employee has held the classification previously. 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 necessary the Company will pay

the, employees transferred their regular rate of pay or the rate of the new classification, whichever is higher. When such temporary transfers are made for five (5) or more days, the employee's personnel file will be documented listing the classification filled and the amount of hours worked in that classification. Temporary transfers shall be offered on a volunteer basis in bargaining unit seniority order of qualified employees. If no employee volunteers, the Company may force the least senior qualified employee to fill the temporary transfer.

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 that is the same or lower labor grade than the employee being assigned. Temporary assignments shall be offered on a volunteer basis in bargaining unit seniority order of qualified employees. If no employee volunteers, the Company may force the least senior qualified employee to fill the temporary transfer.

This Article shall have no application to employees who may request and receive a temporary transfer or assignment for the purpose of receiving training. In this case, the employee will be paid their regular rate of pay for the duration of the training. Training will be documented in their personnel file.

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.

13.03 Extended Station Downtime

In the case of extended station downtime, employees at the station affected may be utilized for various work where ability or qualifications are sufficient. Such utilization shall not preclude the Company's right to determine the need for layoff. The Company will notify the Union whenever this section will be utilized.

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 classification 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 may prepare and develop new classification(s), rate(s) of pay, notify the Union, and place them into effect. 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.

14.03 Bereavement Pay

A seniority 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 will 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, stepparent, spouse's stepparent, and spouse's grandparent.

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; if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference between the employee's regular rate, exclusive of shift premium, overtime premium, and any other premiums for the number of hours up to nine (9) hours that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowances for reimbursement of expenses). The Company's obligation to pay an employee for the performance of jury duty is limited to a maximum of thirty (30) 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 thirty (30) days leave each calendar year when ordered to short tours of active duty for such purpose. 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 will be granted a leave of absence in accordance with the applicable Peraton, Inc. Policy and Standard Practice. The Company maintains the right to modify this policy in its sole discretion.

14.06 Lead Person Pay

Employees selected by the Company as a lead person will receive fifty (50) cents per hour above the minimum rate of the highest classification led.

14.07 Separation Pay

Any employee with one (1) or more years of GDSCC (Bargaining Unit Seniority) will be entitled to separation pay in accordance with the schedule as stated below, provided he/she is laid off for lack of work for a period in excess of thirty (30) calendar days and provided he/she meets the eligibility requirements established herein.

<u>Length of Seniority</u>	<u>Separation Allowance</u>
Less than 1	None
1 but less than 2	50 hours
2 but less than 3	80 hours
3 but less than 4	120 hours
4 but less than 5	140 hours
5 but less than 6	170 hours
6 but less than 7	200 hours
7 but less than 8	230 hours
8 but less than 9	260 hours
9 but less than 10	290 hours
10 and over	320 hours

Payment shall be made on the basis of the employee's straight time base hourly rate at the time of layoff. No separation pay is due or payable until the employee has been on layoff for fifteen (15) consecutive calendar days. No employee shall receive separation pay when the layoff is due to natural causes beyond the control of the Company, such as but not limited to, the following examples: fire, flood, explosion, bombing, or earthquake.

Employees entitled to separation pay shall receive a lump sum payment after the expiration of thirty (30) consecutive calendar days.

Any employee, who receives separation pay and is subsequently recalled to employment with the Company within one (1) year from the date of layoff, shall not again be eligible for separation pay until he/she has accumulated one (1) additional year of seniority. The separation pay made to a recalled employee shall be calculated as the separation pay applicable to the employee's total seniority less any separation pay previously paid.

In the event of termination by JPL/NASA of its contract with Peraton, Inc., for work to be performed at the Goldstone DSN Complex, as defined elsewhere in this contract, the separation pay allowance shall be observed as follows: An employee shall not receive separation pay if the employee within thirty (30) calendar days after termination of his/her employment or completion of the Company's contract with JPL/NASA, whichever is later, is employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract.

ARTICLE 15 HOURS OF WORK

15.01 Definitions

- (a) The normal shift will consist of eight (8), or nine (9) consecutive hours exclusive of a lunch period of one-half (1/2) hour.
- (b) Shift numbers and starting times are stated below solely for the purpose of categorizing shifts:

Shift 1: Midnight shift starts on or after 8:00 PM but before 6:00 AM.

Shift 2: Day shift starts on or after 6:00 AM but before 12:00 noon.

Shift 3: Afternoon shift starts on or after 12:00 noon but before 8:00 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 Monday's #1 shift and ending at the completion of the following Sunday's #3 shift.

15.02 A weekly work schedule is defined as those hours an employee is scheduled to work and works during the course of a workweek. Employees will be given seven (7) days advance notice of any change in such schedule which shall be for good and sufficient reason, except in emergency situations. It is understood, however, that the employer will not use this seven (7) day notice requirements as a means of avoiding premium payments as outlined in Section 15.04 (a) of this Article by pre-scheduling different starting and quitting times within an employee's weekly work schedule. However, it is recognized by both parties, that occasionally the weekly work schedule daily start and stop times must be changed for up to a maximum of two (2) days in any one work week to provide mission support. In these instances, the employee will be compensated in accordance with Article 15.04(a).

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

Where weekly work schedules must be changed without the above notice, employees will be compensated in accordance with Section 15.04 (a) of this Article. There are three (3) types of weekly work schedules:

- (a) Regular 5-day Schedule
- (b) Special 5-day Schedule
- (c) Special 9/80 Schedule

- (a) A regular 5-day Schedule is a schedule that includes five (5) consecutive eight (8) hour daily work schedules Monday through Friday inclusive.
- (b) A Special 5-day Schedule is a schedule that includes five (5) daily work schedules, which are eight (8) hours in duration and are other than Monday through Friday inclusive. The two (2) scheduled off-duty days in such week shall be consecutive, except by mutual agreement of the parties to this Agreement.

- (c) A Special 9/80 Schedule: is a schedule that includes eight (8) nine (9) hour days, one (1) eight (8) hour day and one regular day off on alternating Fridays.

For purposes of overtime payments, the parties agree that the first scheduled day off will be considered the 6th day and second scheduled day off as the 7th. 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.

Nothing herein contained shall be construed as a guarantee of full-time employment.

15.03 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 immediate supervisor for approval at least seven (7) days in advance. The employees will assume full responsibility for reporting to work as agreed and for notifying any overtime premiums that would normally be paid for the sixth and seventh day.

15.04 Overtime and Premium Payments

- (a) Whenever the Company is unable to satisfy the weekly work schedule notice requirements as stipulated in Section 15.02 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.
- (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 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) Double time 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) The following is in relation to shift changes in the Operations Department: 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.
- (m) If an employee is required to work overtime as an extension to their shift; the Company shall work the employee no less than one (1) hour minimum of overtime, unless mutually agreed upon between the employee and the Company.

15.05 Lunch Periods

Where meal periods without pay are granted, they will be granted approximately mid-way through an eight (8) or nine (9) hour work schedules and during overtime periods where the workday exceeds twelve (12) hours.

Employees who work in excess of eight (8) or nine (9) continuous hours will not be required to take a meal break during the overtime period.

15.06 Break Periods

There shall be two (2) paid rest periods of fifteen (15) minutes each in duration, during each eight (8) or nine (9) hour workday. Such rest periods will be scheduled so that they fall during the first and second half of each work shift respectively.

15.07 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 four (4) hours work, or if less than four (4) hours work is assigned, shall be paid four (4) hours pay at the applicable rate. If an employee that is called-in to work completes the assignment early, by mutual agreement between the Company and the employee, the employee may leave, but will only be paid for hours worked.
- (b) If an employee is not required to work a full four (4) 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 four (4) hours of call-in pay (at time and one-half (1-1/2)) and the remaining six (6) hours of his or her regular shift at the employee's straight-time rate of pay.

(c) 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.

(d) 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.

(e) An employee who does not live in Barstow and who is called in to perform work and reports to work, will be paid the current IRS mileage rate for the round-trip mileage from their home to the city of Barstow to pick up the emergency vehicle.

15.08 Shift Premium

Employees regularly assigned to the afternoon or midnight shift will receive a shift premium of one dollar fifteen cents (\$1.15) per hour for afternoon shift and one dollar and twenty-five cents (\$1.25) for midnight shift.

15.09 Height Premium

Employees working on unprotected towers and structures in excess of thirty (30) feet above the surrounding base area will 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.

15.10 Variable Hour Work Program (VHWP)

To allow employees the option of utilizing a flexible schedule to make up lost time the Company and the Union agree to adopt a Variable Hour Work Program (VHWP). The VHWP may be used to make up unpaid time away from work for approved purposes, such as, medical appointments, personal business appointments, school meetings or programs, or to attend a class outside of normal working hours. It is not the intent of the VHWP to permanently change scheduled work hours. This section does not alter the provisions for incidental paid absence or vacation.

The VHWP includes the following provisions and guidelines:

- Employees must make up time within the same work week in which the absence occurs.
- No more than nine (9) hours may be flexed in any given work week using VHWP.
- Requests to make up hours not worked in any one work week must be made to the supervisor at least twenty-four (24) hours prior to shifting the work schedule. Consideration and approval of any request is at management's discretion and the decision is not subject to the grievance procedure.
- Transportation and resulting expense will be the responsibility of the employee requesting the variable work time.
- Employees will not be allowed to work in excess of the normally scheduled hours within the day or within the work week and will not be entitled to shift premium or payment of overtime premium.

- Employees must schedule their lost time work hours so that they are not earning overtime for the hours flexed or worked in a work week.
- For safety reasons employees using select hazardous equipment must work with another employee.
- Employees must make up their hours not worked in any one work week on their regular days off (RDO). It is understood that an employee who is allowed to make up their hours on Saturday or Sunday, will not be entitled to the sixth- or seventh-day overtime provisions outlined in Article 15.04 (c) and (d).

15.11 Stand-by Pay

The Company may elect to institute a stand-by program for personnel in critical technical areas. Employees who are on standby when they are off duty will be paid the applicable stand by premium. Management will equally distribute stand-by assignments among employees with the objective of equality for total time on standby per calendar year. Only Technicians at the “A” level and above will participate on standby. It is understood the company will first offer stand by assignments in seniority order and if there are no volunteers, the lowest senior employee will be forced to be on the assignment. The process will be repeated for the next assignment to the next senior employee and if there are no volunteers again, the next least senior employee will be forced to be on the assignment. Management will maintain the list of standby assignments and will update the list after each assignment.

The Company will provide emergency use vehicles from Barstow area to the Goldstone site. In the event employees are required to use their personal vehicles to drive to the Goldstone site they will be paid at the current GSA rate for the miles driven between the Barstow parking lot and the Goldstone site.

Stand-By pay differential will be paid as follows:

Scheduled Work Days-	\$60.00
Days off and Holidays-	\$75.00
Work Week-	\$225.00

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

It is understood there is no pyramiding of the above differentials.

15.12 Maintenance and Workmanship Assurance (WA) Pay

When performing maintenance activities, employees in the M&O Digital & RF classifications will be paid a premium of \$1.75 / hr.

When performing WA activities, employees in the WA classification will be paid a premium of \$1.75 / hr.

15.13 Emergency Response Team Incentive

Employees who are members of the Emergency Response Team (ERT) team will receive annual lump sum payment of \$500 after the completion of each year of service on the ERT. This amount is to be paid on the first paycheck in November each year.

15.14 Inclement Weather

If an employee is in a mission critical position and is forced to stay at work during an inclement weather condition, then said employee shall be paid a daily differential of \$75.00 per day, plus all hours worked in accordance with the CBA. At a minimum, said employee shall receive eight (8) hours of his/her base pay in addition to the differential.

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.

To meet mission needs, an employee may be offered overtime hours in a different classification from their normal job classification under the following conditions:

- a) Employees in the job classification requiring overtime have refused the offer of overtime hours; and
- b) Employees in another job classification possess the required skills and qualifications to perform the work.

Overtime equalization records shall be posted or openly displayed and available to all employees of the group and to their Union representative. Overtime worked in a bi-weekly period shall be recorded not later than the end of the following week. Hours will be recorded on the basis of paid hours accepted or refused. At the end of each calendar quarter, these records will be reviewed and if an employee falls forty-two (42) hours behind the employee with the greatest amount of overtime in group, the Union and the Company shall meet to discuss a scheduling method to adjust the imbalance.

The Company will provide as much advance notice as is reasonable of the requirement for overtime work. If an employee in an overtime group should decline an overtime assignment, the qualified employee with the lowest amount of overtime will be assigned the work.

An employee excused for Union Business shall not be charged with overtime offered. A new employee meeting the minimum qualifications in a work group will begin with the group's number of average hours at the time assigned to the group.

An employee on an authorized leave beyond ninety (90) days shall be removed from the overtime group and assigned the group's average number of hours when returned.

Twenty-four (24) hours' notice will be given to an employee(s) or no charge will be made for refusal.

Overtime, offered by telephone, with more than twenty-four (24) hours' notice, which is refused, will be entered on the overtime record to reflect the refusal. Overtime will be charged as refusal to all employees not furnishing a telephone number or not responding within fifteen (15) minutes of being called to work overtime.

If overtime is offered on an employee's day off, it must be offered twenty-four (24) hours prior to the employee's quitting time before going on break or no charge will be made for refusal.

When an overtime group is established or re-established, the appropriate Union Representative must be notified and acknowledge notification by his/her signature.

Employees shall remain on their designated overtime group until they are permanently assigned to another overtime group.

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

**ARTICLE 17
VACATION**

17.01 The Vacation year shall commence on the date of hire of a given calendar year and terminate on the employee's anniversary date. An employee who has attained seniority with the Company shall be eligible for vacation year according to the following schedule and conditions.

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

0 but less than 5 years of service	10 days per year
5 but less than 15 years of service	15 days per year
15+ years of service	20 days 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 A day's vacation pay will be computed by multiplying the number of hours the employee is regularly scheduled to work times the employee's straight time hourly pay rate in effect at the time the vacation is taken, including applicable premiums.

17.03 Employees entitled to vacation benefits may take such vacation during the vacation year with Management approval. 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 six months prior to the start of their vacation shall not be bumped by more senior employees.

Employees may accrue vacation, including vacation accrued in the previous year and carried over, up to a maximum of two times their annual vacation entitlement.

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 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. The employee will record eight (8) hours holiday pay for that date and will not record vacation hours for that date.

17.05 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 vacation year. With appropriate justification, these notice requirements may be waived by the supervisor.

17.06 Vacation hours can be donated to an employee who is out of work in accordance with Peraton policy. Employees will follow the process established for both donating vacation hours and requesting vacation hours.

ARTICLE 18 HOLIDAYS

18.01 Employees will be paid eight (8) hours pay at their regular hourly rate of pay, plus any applicable shift premium for all observed holidays.

The Company will provide ten (10) core holidays and one (1) Personal Choice Holiday each year. The Company will publish the combined DSN Holiday & 9/80 schedule and the observed holiday only schedule each October to coincide with the Jet Propulsion Laboratory calendar holidays for the following year.

The Personal Choice Holiday must be taken prior to the end of the last full pay period of the calendar year. If the Personal Choice Holiday is not taken, employees will be paid for it within the first month following the end of the year.

18.02 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.

18.03 An employee who works on one of the holidays designated above, shall receive two (2) 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, however, will not be entitled to receive holiday pay unless his/her absence was reasonably beyond his/her control.

18.04 In the event a holiday falls on one of the scheduled days off of an employee working on a continuous operation schedule or on a special 5-day operations schedule, his/her next scheduled work day will be observed as the holiday.

18.05 An employee who is eligible for payment for jury duty and who must serve in court on a holiday will be scheduled for a day off in lieu of the holiday after he/she returns to work from jury duty service. The day will be selected by the employee's immediate supervisor in accordance with the requirements of the operation.

ARTICLE 19
PAID ABSENCE ALLOWANCE (PAA)

19.01 Employees who have worked at least seventy-five percent (75%) of the pay periods, thirty nine (39) weeks, during a calendar year shall be entitled to eight (8) days of paid absence allowance on January 1 of the succeeding year.

Employees hired during the year, or employees returning from an authorized leave of absence, who do not qualify under the above provision, will be entitled to four (4) days of paid absence allowance on January 1 of the succeeding calendar year or when they have attained six (6) months seniority, whichever occurs last. However, any employee attaining six (6) months of seniority will be entitled to four (4) days of Paid Absence Allowance.

Employees hired during the calendar year who qualify to receive only four (4) days of PAA, shall receive the other four (4) days on their first-year anniversary date of employment.

Employees returning from Leave of Absence (LOA) will be credited for time worked from January 1 prior to LOA towards attaining six (6) month's seniority. Additionally, employees will not be eligible for payment of unused paid absence allowance as provided in Section 19.03.

19.02 A day of paid absence allowance will be computed on the basis of the number of hours the employee is regularly scheduled to work times the employee's regular hourly rate of pay. Such paid absence allowance will not be granted in increments of less than one (1) hour
The Company may require verification of any claimed disability due to personal illness or accident and the employee shall furnish proof requested for this purpose.

19.03 Employees on the active payroll of the Company at the end of a calendar year, will be paid for any unused paid absence allowance to which they were entitled during that calendar year.

19.04 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 An employee will be paid for unused paid absence allowance at the end of the calendar year.

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.

19.06 Paid Absence Allowance requests, where possible, 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 supervisor of the intended absence, at least one (1) hour prior to the start of the scheduled shift. In the event of a substantiated unannounced freeway closure(s), or accidents that cause unforeseen delays, the one (1) hour prior notification may be waived. It is further understood that when this situation occurs the employee will be responsible for providing his/her own transportation to GDSCC.

19.07 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, solely at the employee's option, elect to make up the difference of the workers compensation benefit(s) up to his/her normal base pay (40 hours per week) by electing to use accrued PAA, vacation and/or personal choice holiday in one-hour increments.

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 will be furnished to the employee. A leave of absence may be extended upon the approval of the Management.
- (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

An employee with one (1) or more years of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty training as a member of the United States Armed Forces Reserve or National Guard, shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (i) the employee's regular rate on the last day worked, exclusive of any premiums, for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work and (ii) his/her daily military earnings (including all allowance except for rations, subsistence, and travel). The Company's obligation to pay an employee for performance of military duty under this Article is limited to a maximum of thirty (30) scheduled working days in any calendar year, except where the days of such active duty are the result of local state of emergency or riot, in which case they shall not be chargeable against the thirty (30) scheduled working day maximum.

In order to receive payment in accordance with Article 14, Section 5, an employee must give prior notice of such military duty, and upon his/her return to work, must furnish the Company with a statement of his/her military pay while on such duty.

20.03 Union Leave

- (a) For the conduct of Union Business only and upon written request from the Union, any employee holding the Business Manager/Financial Secretary office in the Local Union shall be granted a leave of absence for a period equal to his/her elected or appointed term. Any such leave shall be extended for a period equal to his/her elected or appointed term. Seniority will accumulate during such leave, and upon return, the employee will be eligible for reinstatement in accordance with his/her seniority.
- (b) Any employee selected for a position with the Union which takes him/her away from their work at the Goldstone Complex for a period greater than six (6) months shall, upon written request from the Union, receive a leave of absence for a period not to exceed one (1) year. Such leave of absence is renewable for successive one (1) year periods upon ninety (90)

days advance notice. It is understood that not more than two (2) employees at one time will be granted LOA without pay to accept such full-time positions with the Union. The employee must apply for reinstatement within thirty (30) days of leaving the employ of the Union. The Company has thirty (30) days after application to reinstate the employee in accordance with his/her seniority. Seniority will accumulate during such leave.

- (c) Not more than two (2) employees 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

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 (2) 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 will require the employee to provide a Return to Work authorization from his/her physician, listing any restrictions. Upon receipt of the Return to Work authorization, the Company will determine if it can accommodate the restrictions, and if so the employee will be returned to his/her previously held job. If the Company cannot accommodate the restrictions for the employee's job, the Company will see if there is work available which he/she can perform in accordance with his/her restrictions, qualifications and seniority. The Company may require an employee to be examined by a physician of the Company's choosing prior to returning to work

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 is unable to return to work, he/she will be listed in an inactive status. Upon 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 eighteen (18) months, or equal to one-half of the employee's seniority, whichever is greater, not to exceed five (5) years, provided the employee completes a medical leave of absence request and furnishes acceptable medical documentation to support the extension, once every six (6) months.

For a period of twelve (12) months from the start of the medical leave of absence, the employee will pay the same health insurance premium that he/she would normally pay as an active employee.

After twelve (12) months, the employee will pay 100% of the medical insurance premiums for the duration of the reinstatement period. The employee may then choose to continue his/her health insurance benefits through COBRA at the rate of 102% of the premium.

20.05 Failure to report to work within five (5) working days following the expiration date of an authorized leave of absence will result in termination of employment unless the employee's leave of absence is extended by the Company.

20.06 Educational Leave

Educational leave of absence may be granted to an employee for a period of up to one (1) year to attend a recognized and accredited college or university and to pursue a full-time course of instruction related to the employee's current or future job assignments with the Company.

**ARTICLE 21
JOB POSTING – TRAINING - PROMOTIONS**

21.01 Job Posting

Available full time and temporary bargaining unit job openings shall be electronically posted for a period of seven (7) working days, holidays excepted, excluding openings for casual employees. Employees wishing to be considered for such openings shall apply online and also inform Human Resource by email. 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.

21.02 Training

The Company shall provide periodic training opportunities necessary to meet maintenance and operational requirements. Such training will include classroom/OJT format led by an engineer, subsystem engineer, vendor representative, chief technician, or other qualified person. A record of such training will be included in the employee's training record.

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

The Company will select employees for training based on classification seniority, longevity, performance, and desire to receive the training.

The company agrees to provide all Cal-Osha Electrical required training to all employees who work on electrical equipment and power distribution systems.

21.03 Training and Promotions

Personnel in technical and operational classifications are expected to progress through the associated classification levels (C, B, A & Space Operations Controller to Lead Space Operations Controller) and complete annual re-certification in accordance with training program requirements. Personnel who fail to meet expectations will be given remedial training opportunities. Continued failures may result in administrative actions only if personnel refuse to comply with program requirements.

21.04 DSN Operations Certification Program

The DSN Operations Certification Program modules can change with the addition of new equipment. The program will be completed per the request of the JPL customer for consistent certification of controllers across the DSN. This certification program is not optional and will be completed by all controllers.

The program will be administered by the Operations Manager, or his/her designee. The evaluators for the program will consist of one salaried employee and one CBU employee per shift that will evaluate members of their own shift. The Chief Technician is recommended for the CBU evaluator; however, we will agree to a volunteer from the CBU to be allowed to be an evaluator if both parties agree. A controller may select the CBU or Salaried evaluator if there is an issue with the assigned evaluator, whether CBU or Salaried.

The certification records will be maintained by the Operations Manager, or his/her designee and a copy forwarded to Human Resources to be placed in their personnel file. The records are not public record. The Job Training Guide (JTG) will be modified to reflect the Certification Program and will be used for promotional consideration. The Company will notify the Union ahead of time with any changes to the controller's JTG's.

Recertification will consist of a reduced list of tasks, from the overall list, and/or demonstrated proficiency during the course of a fiscal year. If a controller has difficulty in certifying or recertifying, retraining and reevaluation will occur.

**ARTICLE 22
MISCELLANEOUS PROVISIONS**

22.01 Safety and Personal Protective Equipment

- a) The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment on Company operated facilities. The Company shall provide proper protective devices and other equipment necessary to protect the employees from injury and sickness.
- b) An employee shall have the right to petition the ESH Supervisor or Complex Manager or, in their absence, the Senior Supervisor on the Complex, whenever he/she reasonably believes a job assignment, the working environment or supplied equipment is unsafe or hazardous to his/her health.
- c) The Company shall provide all safety personal protective equipment.
- d) On a biennial basis, the Company shall also provide up to \$150.00 for the reimbursement of the purchase of safety shoes that is in compliance with the applicable company policy for the classification of work being performed. All safety shoes shall meet ANSI standards. The employee shall submit their receipt in the Company Expense system and will be reimbursed within thirty (30) days of the expense report being approved. The employee may elect to purchase a more expensive shoe with the understanding the additional cost will be borne by the employee.

22.02 Change of Address

Employees shall keep their contact information current in the Company's Human Resource Information System (HRIS). The Company shall be entitled to rely upon its records, and in compliance with recall and other notice requirements when using the address in the system.

22.03 No Discrimination

Neither the Company nor the Union shall discriminate against an employee because of age, sex, sexual orientation, gender, gender identity, race, color, religion, or national origin, ethnicity, ancestry, because of Union activity, or Union membership status, or being disabled veterans or veterans of the Vietnam War era, or because of a certified mental or physical disability with respect to a position, the duties of which can be performed efficiently by an individual with such mental or physical disability without danger or the health or welfare of the mentally or physically disabled person or to others, or any other Federally protected status.

22.04 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. Research and Advanced Development work performed on DSS-13, DSS-12, DSS-14, DSS-28 may be performed by non-bargaining unit personnel.

22.05 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 ESH Supervisor or Complex Manager or his/her representative and the circumstances involved.

22.06 Tools

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.

22.07 Goldstone Complex

To administer provisions of this contract at the locations where Bargaining Unit personnel are utilized, the current Goldstone Complex is defined as follows:

SPC-10	DSS-27
DSS -12	DSS-28
DSS -13	Communications
DSS - 14	Support Services
DSS -15	Complex Maintenance Facility (CMF Goldstone)
DSS -16	Logistics
DSS-23	RARG
DSS-24	DSS – 14 High Power Transmitter
DSS-25	Off Site (In accordance with contract requirements)
DSS-26	

22.08 Educational Assistance

(1) Statement of Policy

A Bargaining Unit employee who is pursuing a course of study conducted by a recognized non profit college or university or by an educational institution accredited by nationally recognized agencies or associations (May include correspondence courses, trade courses, technical courses, and related courses) may be reimbursed for the costs of tuition and fees incidental to such course of study. Educational assistance awards fall into two categories.

(a) GENERAL AWARD – reimbursement is made for one hundred percent (100%) of the costs of tuition and fees (including books, lab fees and other required materials) up to a maximum of \$2,500 per school year upon attaining a course grade of “C” or above.

(b) ADVANCED DEGREE AWARD – Employees in pursuit of an advanced degree (Masters Degree, Doctorate Degree, etc.) may be reimbursed one hundred percent (100%) of the costs of tuition and fees (including books, lab fees and other required materials) up to a maximum of \$2,500 per school year upon attaining a grade of “A” or “B”.

(2) Eligibility

The following requirements must be met in order for a bargaining unit employee to be eligible for reimbursement under this provision.

- (a) The applicant must be a full-time bargaining unit employee working forty (40) hours per week while participating in the program.
- (b) Courses of study must be related to an employee's current work assignments or probable future work assignment and taken outside scheduled working hours.
- (c) The applicant is not eligible for educational benefits under the GI Bill of Rights or any type of scholarship or fellowship offered by an educational institution.
- (d) Courses for which reimbursement is sought under this provision will be approved prior to enrollment by the Senior Manager of the station.
- (e) Courses for which reimbursement is sought under this provision will be restricted to those conducted by recognized non-profit colleges or universities. The Senior Manager of the station may, at his/her discretion, approve courses offered by other schools such as electronic, drafting or design when such courses are not available through colleges or universities but are offered by specialized institutions recognized by national accrediting agencies.
- (f) Correspondence courses and extension courses will be approved under this program only if they are conducted by recognized, non-profit colleges or universities or other institutions that are approved by nationally recognized accrediting agencies.

22.09 Drug-Free Workplace

Both the Company and the Union support the goal of a drug-free work force. Towards that end, both the Company and the Union will work cooperatively to achieve this goal.

Further, it is recognized that the Company may establish and implement reasonable policies and procedures, including testing procedures to comply specifically with federal regulations.

Refusal by an employee to submit to a drug and/or alcohol test will result in immediate termination. However, said employee retains the right to resign in lieu of termination.

Employees who disclose they have a drug problem may request rehabilitation services under the following conditions:

Accident Employee Involvement:

- 1) If an employee is involved or the Company reasonably suspects that an employee through his or her own conduct contributed to an accident or incident, it is agreed that it is the Company's sole discretion to request the employee submit to a drug and/or alcohol test. If there is no injury involved, the employee will be given the opportunity to request and receive rehabilitation services. Such request must be made immediately following the Company's request for the employee to submit to a drug and/or alcohol test. In all cases, the employee will be placed on paid administrative leave pending the results of the test. Should an employee's test be negative for alcohol or illegal drugs, the employee will be reinstated immediately. If injury is involved and should an employee's test reveal a presence of illegal drugs or alcohol, the employee may be terminated immediately, and forfeit the administrative leave entitlement. If an employee is involved in a vehicle accident or incident

involving injury to himself/herself or another employee, it is the sole discretion of the Company to grant or deny said employee rehabilitation services.

- 2) In all cases of accident involvement with no injury and the employee requests rehabilitation services; they shall be suspended without pay for a period of forty-five (45) calendar days.

Reasonable Suspicion

- 3) If the Company has a reasonable suspicion based on objective criteria that an employee is under the influence of alcohol or drugs, the Company may request that the employee submit to a drug and alcohol urinalysis test. Reasonable suspicion based on objective criteria means suspicion based on specific personal observations that a Company representative can describe such as appearance, behavior, speech or breath odor. If at the time that the employee is asked to submit to a urinalysis test based upon reasonable suspicion, the employee discloses that they have a drug or alcohol problem and requests assistance, then the Company shall grant rehabilitation services. Such request must be made immediately following the Company's request for the employee to submit to a drug and/or alcohol test. Employees requested to submit to drug and alcohol test due to reasonable suspicion or who are involved in an accident shall be taken to the medical facility by a Company representative.

Rehabilitation Program

- 4) Personnel who voluntarily enter the rehabilitation program of their own accord without a notice prior testing or management suspicion of influence will face no disciplinary action and entry into the program will be considered personal in nature with disclosure only to the Human Resource office. Personnel who fail to complete the rehabilitation program will be subjected to disciplinary action. Personnel who request rehabilitation program services after testing notice or management suspicion of influence will face disciplinary action of an unpaid one-day suspension but will not be subjected to termination of employment as long as requirements of the program are met. Personnel in the rehabilitation program will be subjected to periodic random testing at the Companies discretion for a minimum period of a year.

It is understood that it is the Company's sole discretion on the duration of random screening of said individual after rehabilitation services are rendered and successfully completed. In no case shall it be more than two years after the initial disclosure. The employee's level of toxicity shall show a declining level until said employee is negative for all substance abuse. Should an employee's toxicity level increase during random testing or should an employee test positive after they have already tested negative, the employee shall be terminated immediately.

Federal Motor Carrier Drug Testing Program

- 5) Employees who are subject to the provisions set forth by the Department of Transportation's drug/alcohol regulations shall be subject to random testing as prescribed in the Federal Motor Carrier Drug testing program and procedures. Should an employee be randomly selected in this program, the employee shall be subject to the process outlined in section 5 of this article. Any employee, once selected for random testing in the Federal Motor Carrier Drug testing program, shall not have any right to request rehabilitation services if his/her current job assignment requires the employee to maintain a special license to remain employed.

Laboratory Testing

- 6) It is understood that the Company shall have the Laboratory that is performing the test comply with the federal standard of split sampling and be federally certified for performing drug and alcohol testing

Random Drug Testing

- 7) The random drug testing program shall be administered by a third party who is certified to run such a program in accordance with applicable laws. The company shall notify the union of all employees who were selected to submit a sample for testing on the same day that the sample was provided.

Random drug testing of all personnel will be conducted on a periodic, unannounced, random basis. Ten (10%) or less of the pool of individuals subject to random testing may be tested each year. If management determines it necessary to increase testing percentages and or frequency consistent to achieve a drug free workplace, they will consult the Union and provide the justification for doing so. All personnel on the Goldstone Complex will be subject to the random drug testing program. Any employee notified of a random drug testing requirement will have a "last chance" opportunity to request rehabilitation services.

The request must be made immediately following the Company's request for the employee to submit to a drug and/or alcohol test.

Rehabilitation Services Limitation

- 8) It is understood that an employee is only entitled to request and receive rehabilitation services only (1) one time during their employment.

22.10 Lifting Device Requirements

All employees required to operate lifting device equipment will be required to take and pass a medical screening evaluation in accordance with NASA regulations. Employees who are unable to pass the medical screening, specified in the Physical Examination Requirements for Certifying Operators of Lifting Devices and Equipment, Mobile Aerial Platform and Powered Industrial Trucks, may be accommodated within their current job classification. The Company shall meet with the union prior to making a final decision on accommodations.

22.11 Dress Code

Employees are required to report to work dressed appropriately for the job. Footwear must also be appropriate for the job being performed. Jogging outfits, shorts, sweat shirts/pants, halter tops, tube tops, midriff shirts or tank tops are examples of inappropriate attire. Goldstone, NASA/JPL, and Union logo t-shirts and sweat shirts are acceptable. Clothing will be in good repair and will not reflect inappropriate language or images. Piercings deemed excessive by management will be removed during work hours. The Company reserves the right to implement uniforms at no cost to the employee, a joint discussion will be held with the union to determine uniform design and shifts required. Uniforms are mandatory for day shift operations staff.

22.12 Transportation

The Company will make transportation available via the Transportation Equity Act to all Goldstone Union represented employees from the Barstow area to the Goldstone Deep Space

Communications Complex premises and return consistent with the regularly scheduled operating shifts. The Company will provide transportation for Goldstone personnel for the duration of the CBA and will continue to do so even if the Transportation Equity Act goes away.

This transportation will be by bus, van, or other multi-person carrier, or by any combination thereof, as determined by the Company. The Company will contribute one hundred and forty dollars (\$140.00) per employee rider per month. The cost of fuel associated with the commuter program will be borne by the participants.

At any point the Company elects to change the means of transportation from any vehicle to bus, van or other multi-person carrier, the routes, points of pick-up, and the number and kind of vehicle will be subject to discussion between the parties prior to the final determination which will be made by the Company. The Company will notify the union thirty (30) days in advance of a scheduled change to allow the Union to enter into a discussion with the Company.

The Union will cooperate with the Company in meeting its objectives relative to transportation:

- Employee Safety
- Cost Containment

It is agreed that the Company may utilize any or all of the following approaches to resolve these concerns:

- More efficient use of vehicle (loading)
- Change of shifts, schedules, hours and locations
- Use of a database for vehicle servicing
- Increase in van size to 12 passengers (or larger)
- Use of alternative work schedules
- Establishment of a central pickup/drop off points(s)
- Use of alternate fuels
- Changes in administration of the vehicles
- Use of bus(es)
- Increase in loading efficiency on weekends

With respect to discipline, the parties agree that the Company may base its decision on reliable information from:

- The Military Police
- Local, State or Federal Police Authority
- Speed control programs instituted by the Company
- Reasonable substantiated reports from the public at large
- Documented and witnessed information

Actions taken by the Company relative to discipline shall not be subject to the grievance procedure when such actions pertain to the subject of transportation.

**ARTICLE 23
INSURANCE, PENSION, SAVINGS PLAN**

23.01 The parties have provided for an insurance program, pension, savings plan, and dependent care reimbursement account, the provisions of which are covered in separate documents. No matter respecting the provisions of the 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. The Union shall have the responsibility for the administration of the programs and plans offered by the Union.

23.02 Medical Insurance Contribution and Offering

The Company shall offer the NECA / IBEW Family Medical Plan (FMCP) Insurance Plan 10

The employee's and the Company's contribution shall be as follows:

	<u>Employee</u>	<u>Company</u>
Employee	18%	82%
Employee & Spouse	25%	75%
Employee & Child(ren)	25%	75%
Family	25%	75%

It is understood that the company will continue to offer the supplemental insurances.

23.03 Medical Benefits "Opt-Out" Credit

Employees who elect not to enroll themselves or their eligible dependents in any medical plan offered will be eligible for an annual "opt-out" credit of one thousand dollars (\$1000). This credit will be paid to the employees on a bi-weekly basis. In order to be eligible for this credit, the employee will be required to provide satisfactory evidence of medical coverage. It is understood that the company will continue to offer dental and vision insurance to those employees who OPT-OUT of the medical insurance plans.

In the event spouses or dependents are employees of the Company, the opt-out payment will not be paid if one employee covers other employees on the medical insurance plan (one spouse covers the other, or parent covers a dependent child working for the Company).

23.04 Group Universal Life Insurance

The employee may elect to purchase supplemental life coverage (up to 5X their annual salary or the maximum allowable by the plan) under this plan for himself/herself and/or to include his/her lawful dependents, 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 dependents. All contributions will be collected through normal payroll deductions.

23.05 Hourly Savings Plan (HSP) Company Match 401(k) and Pension Plan 401k(a)

The Company agrees to continue the Company matching contribution to the Hourly Savings Plan (HSP) 401K of 50 cents for every \$1.00 contributed by the employee, up to a maximum of ten (10) percent of base pay.

The Company will continue a 401K(a) pension plan. The Company will make a monthly contribution into the 401K(a) for each bargaining unit employee in the amount of \$220.00 monthly.

Employees will be eligible to receive 401K(a) payments and accrue vacation for the first 12 weeks of an approved medical leave of absence within each calendar year.

23.06 Long Term Disability (LTD)

The Company agrees to continue a Long-Term Disability (LTD) Plan subject to the following provisions:

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
 - Eligibility begins from the date of hire
 - Enrollment during the first thirty (30) days of employment (new hires)
 - Enrollment during the initial Company-designated enrollment period (30 days)
 - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require employees to submit evidence of good health at their expense and approval by the Plan Administrator
 - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
 - If the disability does not result from pre-existing conditions that existed within twelve (12) consecutive months after the coverage effective date
 - Contributions are continuously paid following enrollment
2. The cost of the LTD Plan coverage will be paid by the employee. Contributions may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.
3. The LTD Plan shall pay monthly benefits as follows:
 - Up to 50% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month.
 - Monthly benefits shall be coordinated and reduced by any amount received by Workers Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments
 - Under any other State or Federal disability benefits law, Peraton, Inc. pension plan, or any other plan which provides income benefits.

During the period LTD benefits are paid, eligible employees will continue to receive life, medical, dental, and vision insurance coverage in accordance with the Collective Bargaining Agreement between the Company and the Union.

The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.

**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.

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
WAIVER OF BARGAINING**

This Agreement constitutes the sole and entire Agreement between the parties hereto, including any and all prior agreements or practices whether oral or written, except where specifically changed or amended. It expresses all obligations of and restrictions upon the Company and the Union during its term. The Company and the Union each expressly acknowledge that the other party has no obligation or duty, and each hereby expressly waives any obligation or duty of the other party, to bargain collectively with said party pertaining to any term or conditions of employment, or any other matter covered, or not covered in this Agreement, during its term, even though such matter may not have been within the knowledge or contemplation of either party at the date of execution hereof.

This Article shall not operate to bar negotiations on those matters, which the Company and the Union may mutually agree to negotiate upon during the terms of this Agreement.

**ARTICLE 26
JOINT WORK TEAMS**

The Company and the Union hereby recognize the need to participate in cooperative team efforts. Accordingly, the Company and the Union will form joint Management/ Union committees, as necessary, to evaluate team proposals and make recommendations to GDSCC management for acceptance or implementation.

**ARTICLE 27
AWARD FEE SHARING PLAN**

The Company, in recognition of the importance of cooperative efforts and shared responsibilities and the necessity to sustain a partnership dedicated to providing on-time, accurate and continuous high-quality workmanship, will share, equally, the gross award fee with all bargaining unit members in the same manner as it is done for non-bargaining unit employees.

**ARTICLE 28
TERM OF AGREEMENT**

28.01 The effective date of this Agreement shall be November 1, 2019 for all purposes, and this Agreement shall remain in full force and effect until 11:59 p.m. October 31, 2024.

28.02 This Agreement shall remain in full force and affect until 11:59 p.m. October 31, 2024 and shall thereafter be continued in full force and effect from year to year after October 31, 2024 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 October 31, 2024 or the anniversary of the effective date thereafter.

**APPENDIX A
SCHEDULE OF CLASSIFICATIONS**

Labor Grade	Classification
01	Kitchen Worker "B"
01	Janitor "B"
01	Warehouse Worker "C"
02	Kitchen Worker "A"
02	Janitor "A"
03	Maintenance Helper "C"
03	Cook Trainee
03	Warehouse Worker "B"
08	Cook
08	Warehouse Worker "A"
08	Maintenance Helper "B"
08	Shipping/Receiving Clerk
10	Logistics Technician
10	Maintenance Helper "A"
10	General Maintenance "C"
10	Heavy Equip Mech/ Operator "C"
10	Machinist, "C"
10	Resource Conservation/Recovery Tech "C"
10	Air Cond/Heating Tech "C"
10	Diesel Mechanic "C"
10	Maintenance Electrician "C"
10	Spacecraft Communications RF Equipment Trainee
10	Tech, Communications "C"
10	Technician, Facilities "C"
10	Technician Mechanical Structures "C"
10	Tech Ant Sys Hydraulic/Mech "C"
10	Spacecraft Communications Digital Equipment Trainee
10	Plumber/Pipe Fitter "C"
10	CMF Maser/CCR Technician "C"
10	CMF Hydraulic Technician "C"
10	CMF Metrology/Electronic Technician "C"
13	Space Operations Controller
16	General Maintenance "B"
16	Heavy Equip Mech/ Operator "B"
16	Machinist, "B"
16	Resource Conservation/Recovery Tech "B"
16	Air Cond/Heating Tech "B"
16	Diesel Mechanic "B"
16	Maintenance Electrician "B"
16	Spacecraft Communications RF Equipment Technician
16	Tech, Communications "B"
16	Technician, Facilities "B"
16	Technician Mechanical Structures "B"
16	Tech Ant Sys Hydraulic/Mech "B"
16	Spacecraft Communications Digital Equipment Technician
16	CMF Maser/CCR Technician "B"

16	Plumber/Pipe Fitter "B"
16	CMF Maser/CCR Technician "B"
16	CMF Hydraulic Technician "B"
16	CMF Metrology/Electronic Technician "B"
20	General Maintenance "A"
20	Heavy Equip Mech/Operator "A"
20	Tech, Communications "A"
20	Tech, Mechanical Structure "A"
20	Tech, Ant Sys Hydraulic/Mechanical "A"
20	Machinist, "A"
20	Plumber/Pipe Fitter A
20	Air Conditioning/Heating Tech "A"
20	Diesel Mechanic "A"
20	Maintenance Electrician "A"
20	Lead Spacecraft Communications Digital Equipment Technician
20	Lead Spacecraft Communications RF Equipment Technician
20	Technician, Facilities "A"
20	Resource Conservation/Recovery Tech "A"
20	M&O Operations/Training
20	M&O Technician Trainee/RF
20	M&O Technician Trainee/Digital
20A	CMF Maser/CCR Technician "A"
20A	CMF Hydraulic Technician "A"
20A	CMF Metrology/Electronic Technician "A"
21	Chief Inspector, WA/Elect/Mechanical
21	Chief Mechanic
21	Chief Technician
21	Chief Spacecraft Communications RF Equipment Technician
21	Chief Spacecraft Communications Digital Equipment Technician
21A	Lead Space Operations Controller (LSOC)
21A	LSOC/M&O Trainee
21A	M&O Tech
21A	M&O Technician/Digital
21A	M&O Technician/RF
21B	CMF Chief Hydraulic Technician
21B	CMF Chief Maser/CCR Technician
21B	Chief Metrology/Electronic Technician
22	CMF Chief Reference Standards Lab Technician
22	Chief Space Operations Controller
22A	Chief M&O Technician/Digital
22A	Chief M&O Technician/RF
22A	Chief Lead Space Operations Controller
22A	Technical Site Monitor (TSM)

**WAGE STEP PROGRAM/SCHEDULE
ATTACHMENT A**

Labor Grade	Jan-19	Jan-19	Jan-19	Jan-20	Jan-20	Jan-20	Jan-21	Jan-21	Jan-21
	80%	90%	100%	80%	90%	100%	80%	90%	100%
01*	\$12.00	\$12.76	\$14.18	\$13.00	\$13.08	\$14.53	\$14.00	\$14.00	\$14.83
02*	\$12.00	\$13.08	\$14.53	\$13.00	\$13.40	\$14.89	\$14.00	\$14.00	\$15.19
03*	\$12.02	\$13.52	\$15.02	\$13.00	\$13.86	\$15.40	\$14.00	\$14.13	\$15.70
04*	\$12.38	\$13.93	\$15.48	\$13.00	\$14.28	\$15.87	\$14.00	\$14.57	\$16.18
05*	\$12.77	\$14.36	\$15.96	\$13.09	\$14.72	\$16.36	\$14.00	\$15.02	\$16.69
06*	\$13.17	\$14.81	\$16.46	\$13.50	\$15.18	\$16.87	\$14.00	\$15.49	\$17.21
07*	\$13.56	\$15.26	\$16.95	\$13.90	\$15.64	\$17.37	\$14.18	\$15.95	\$17.72
08*	\$13.92	\$15.66	\$17.40	\$14.27	\$16.05	\$17.84	\$14.55	\$16.37	\$18.19
09*	\$14.25	\$16.03	\$17.81	\$14.60	\$16.43	\$18.26	\$14.90	\$16.76	\$18.62
10	\$22.56	\$25.38	\$28.20	\$23.12	\$26.01	\$28.91	\$23.59	\$26.53	\$29.48
11	\$23.10	\$25.98	\$28.87	\$23.67	\$26.63	\$29.59	\$24.15	\$27.17	\$30.18
12	\$23.68	\$26.64	\$29.60	\$24.27	\$27.31	\$30.34	\$24.76	\$27.85	\$30.95
13	\$24.95	\$28.07	\$31.19	\$25.58	\$28.77	\$31.97	\$26.09	\$29.35	\$32.61
14	\$24.83	\$27.94	\$31.04	\$25.45	\$28.63	\$31.82	\$25.96	\$29.21	\$32.45
15	\$25.42	\$28.59	\$31.77	\$26.05	\$29.31	\$32.56	\$26.57	\$29.89	\$33.22
16	\$26.01	\$29.26	\$32.51	\$26.66	\$29.99	\$33.32	\$27.19	\$30.59	\$33.99
17	\$26.57	\$29.89	\$33.21	\$27.23	\$30.64	\$34.04	\$27.78	\$31.25	\$34.72
18	\$27.16	\$30.56	\$33.95	\$27.84	\$31.32	\$34.80	\$28.40	\$31.95	\$35.49
19	\$27.74	\$31.21	\$34.68	\$28.44	\$31.99	\$35.55	\$29.01	\$32.63	\$36.26
20	\$28.28	\$31.82	\$35.35	\$28.99	\$32.61	\$36.23	\$29.57	\$33.26	\$36.96
20A	\$29.02	\$32.65	\$36.28	\$29.75	\$33.47	\$37.19	\$30.34	\$34.14	\$37.93
20B	\$29.14	\$32.79	\$36.43	\$29.87	\$33.61	\$37.34	\$30.47	\$34.28	\$38.09
21	\$29.38	\$33.05	\$36.72	\$30.11	\$33.87	\$37.64	\$30.71	\$34.55	\$38.39
21A	\$30.80	\$34.65	\$38.50	\$31.57	\$35.52	\$39.46	\$32.20	\$36.23	\$40.25
21B	\$30.23	\$34.01	\$37.79	\$30.99	\$34.86	\$38.73	\$31.61	\$35.56	\$39.51
22	\$31.16	\$35.06	\$38.95	\$31.94	\$35.93	\$39.92	\$32.58	\$36.65	\$40.72
22A	\$31.38	\$35.30	\$39.22	\$32.16	\$36.18	\$40.20	\$32.80	\$36.90	\$41.00
22A*	\$31.89	\$35.87	\$39.86	\$32.69	\$36.77	\$40.86	\$33.34	\$37.51	\$41.67

Labor Grade	Jan-22	Jan-22	Jan-22	Jan-23	Jan-23	Jan-23	Jan-24	Jan-24	Jan-24
	80%	90%	100%	80%	90%	100%	80%	90%	100%
01*	\$15.00	\$15.00	\$15.05	\$15.00	\$15.00	\$15.35	\$15.30	\$15.30	\$15.58
02*	\$15.00	\$15.00	\$15.42	\$15.00	\$15.00	\$15.73	\$15.30	\$15.30	\$15.96
03*	\$15.00	\$15.00	\$15.94	\$15.00	\$15.00	\$16.26	\$15.30	\$15.30	\$16.50
04*	\$15.00	\$14.78	\$16.43	\$15.00	\$15.08	\$16.76	\$15.30	\$15.38	\$17.01
05*	\$15.00	\$15.24	\$16.94	\$15.00	\$15.55	\$17.28	\$15.30	\$15.86	\$17.53

06*	\$15.00	\$15.72	\$17.47	\$15.00	\$16.03	\$17.82	\$15.30	\$16.36	\$18.08
07*	\$15.00	\$16.19	\$17.99	\$15.00	\$16.51	\$18.35	\$15.30	\$16.84	\$18.62
08*	\$14.77	\$16.62	\$18.46	\$15.07	\$16.95	\$18.83	\$15.37	\$17.29	\$19.12
09*	\$15.12	\$17.01	\$18.90	\$15.42	\$17.35	\$19.28	\$15.73	\$17.70	\$19.57
10	\$23.94	\$26.93	\$29.93	\$24.42	\$27.47	\$30.52	\$24.91	\$28.02	\$30.98
11	\$24.51	\$27.57	\$30.64	\$25.00	\$28.12	\$31.25	\$25.50	\$28.69	\$31.72
12	\$25.13	\$28.27	\$31.41	\$25.63	\$28.84	\$32.04	\$26.14	\$29.41	\$32.52
13	\$26.48	\$29.79	\$33.10	\$27.01	\$30.38	\$33.76	\$27.55	\$30.99	\$34.27
14	\$26.35	\$29.65	\$32.94	\$26.88	\$30.24	\$33.60	\$27.42	\$30.84	\$34.10
15	\$26.97	\$30.34	\$33.71	\$27.51	\$30.95	\$34.39	\$28.06	\$31.57	\$34.90
16	\$27.60	\$31.05	\$34.50	\$28.15	\$31.67	\$35.19	\$28.71	\$32.30	\$35.72
17	\$28.19	\$31.72	\$35.24	\$28.76	\$32.35	\$35.95	\$29.33	\$33.00	\$36.49
18	\$28.82	\$32.42	\$36.03	\$29.40	\$33.07	\$36.75	\$29.99	\$33.73	\$37.30
19	\$29.44	\$33.12	\$36.80	\$30.03	\$33.78	\$37.54	\$30.63	\$34.46	\$38.10
20	\$30.01	\$33.76	\$37.51	\$30.61	\$34.44	\$38.26	\$31.22	\$35.13	\$38.84
20A	\$30.80	\$34.65	\$38.50	\$31.42	\$35.34	\$39.27	\$32.04	\$36.05	\$39.86
20B	\$30.93	\$34.79	\$38.66	\$31.55	\$35.49	\$39.43	\$32.18	\$36.20	\$40.02
21	\$31.17	\$35.07	\$38.97	\$31.80	\$35.77	\$39.75	\$32.43	\$36.49	\$40.34
21A	\$32.68	\$36.77	\$40.86	\$33.34	\$37.51	\$41.67	\$34.00	\$38.26	\$42.30
21B	\$32.08	\$36.09	\$40.10	\$32.72	\$36.81	\$40.90	\$33.38	\$37.55	\$41.52
22	\$33.07	\$37.20	\$41.33	\$33.73	\$37.94	\$42.16	\$34.40	\$38.70	\$42.79
22A	\$33.30	\$37.46	\$41.62	\$33.96	\$38.21	\$42.45	\$34.64	\$38.97	\$43.09
22A*	\$33.84	\$38.07	\$42.30	\$34.52	\$38.83	\$43.14	\$35.21	\$39.61	\$43.79

Employees hired prior to November 1, 2014 will be grandfathered at their current rate.

Anyone entering grades 1-9 after November 1, 2014 will be paid at a rate of 30% less than the current classification rates that were effective January 2014. The Wage Step Program/Schedule in Attachment A will begin at the 2014 rates, revised with a 30% reduction.

For employees hired in grades 10 and above will be paid:

- First year of employment 80% of the job classification wage rate
- Second year of employment 90% of the job classification wage rate
- Third year of employment 100% of the job classification wage rate

Employees at 100% of the job classification wage rate promoting into a higher rated Classification will be paid no less than their current rate of pay.

It is understood that as an employee progresses in his knowledge and skills and completes the necessary job training requirements for promotion to the next higher classification labor grade level, that said employee, shall be promoted to the new classification labor grade level. Should an employee be hired at 80% of the "A" level technician and subsequently progresses in his knowledge and skills and completes the necessary job training requirements for that position level shall receive 100% of that wage grade.

The wage progression schedule only provides for minimum rates and is the maximum timeframe for advancement. Nothing in this agreement precludes the company from advancing an employee more quickly than is provided for in this schedule due to their knowledge, performance and skill achieved.

Alleged violations of this section will not be subject to the grievance and or arbitration provisions, excluding time-based promotion and promotions based upon completing job training requirements.

**WAGE SCHEDULE
ATTACHMENT B**

The following wages are minimum rates, and nothing precludes the Company from paying an employee at a higher wage rate.

Labor Grade	Jan 2019	Jan 2020	Jan 2021	Jan 2022	Jan 2023	Jan 2024
01*	\$20.26	\$20.77	\$21.18	\$21.50	\$21.93	\$22.26
02*	\$20.75	\$21.27	\$21.69	\$22.02	\$22.46	\$22.80
03*	\$21.46	\$22.00	\$22.44	\$22.77	\$23.23	\$23.58
04*	\$22.12	\$22.67	\$23.13	\$23.47	\$23.94	\$24.30
05*	\$22.80	\$23.37	\$23.84	\$24.19	\$24.68	\$25.05
06*	\$23.51	\$24.10	\$24.58	\$24.95	\$25.45	\$25.83
07*	\$24.22	\$24.83	\$25.32	\$25.70	\$26.22	\$26.61
08*	\$24.85	\$25.47	\$25.98	\$26.37	\$26.90	\$27.30
09*	\$25.44	\$26.08	\$26.60	\$27.00	\$27.54	\$27.95
10	\$28.20	\$28.91	\$29.48	\$29.93	\$30.52	\$30.98
11	\$28.87	\$29.59	\$30.18	\$30.64	\$31.25	\$31.72
12	\$29.60	\$30.34	\$30.95	\$31.41	\$32.04	\$32.52
13	\$31.19	\$31.97	\$32.61	\$33.10	\$33.76	\$34.27
14	\$31.04	\$31.82	\$32.45	\$32.94	\$33.60	\$34.10
15	\$31.77	\$32.56	\$33.22	\$33.71	\$34.39	\$34.90
16	\$32.51	\$33.32	\$33.99	\$34.50	\$35.19	\$35.72
17	\$33.21	\$34.04	\$34.72	\$35.24	\$35.95	\$36.49
18	\$33.95	\$34.80	\$35.49	\$36.03	\$36.75	\$37.30
19	\$34.68	\$35.55	\$36.26	\$36.80	\$37.54	\$38.10
20	\$35.35	\$36.23	\$36.96	\$37.51	\$38.26	\$38.84
20A	\$36.28	\$37.19	\$37.93	\$38.50	\$39.27	\$39.86
20B	\$36.43	\$37.34	\$38.09	\$38.66	\$39.43	\$40.02
21	\$36.72	\$37.64	\$38.39	\$38.97	\$39.75	\$40.34
21A	\$38.50	\$39.46	\$40.25	\$40.86	\$41.67	\$42.30
21B	\$37.79	\$38.73	\$39.51	\$40.10	\$40.90	\$41.52
22	\$38.95	\$39.92	\$40.72	\$41.33	\$42.16	\$42.79
22 A	\$39.22	\$40.20	\$41.00	\$41.62	\$42.45	\$43.09
*22A	\$39.86	\$40.86	\$41.67	\$42.30	\$43.14	\$43.79

* Personnel hired after November 1, 2014 will continue to be paid at a rate 30% less than the current classification rate.

*22A wage will take effect on November 4, 2019

Wage changes will be effective the first pay period of January each year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 1st day of November 2014 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



Jerry M. Koger
Business Manager



John A. Munoz
Executive Board Vice President



Johnathon Munoz
Operations Steward

FOR FERATON, INC.



Henry E. Giroux
DSN O&M Program Manager



Donald Westbrook
Goldstone Complex Manager



Leslie Jelfs
DSN Human Resources Manager



Wanda Parker
Sr. Labor Relations Manager



Christopher Green
Goldstone Operations Manager

MEMORANDUM OF AGREEMENT

BETWEEN

PERATON, INC.

AND

I.B.E.W. LOCAL UNION NO. 543

Alternative Work Schedule

This Memorandum of Agreement shall be effective November 1, 2019 and shall expire on October 31, 2024. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall also terminate on October 31, 2024 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by both parties in writing.

To allow employees the option of a flexible work schedule to help balance work and personal life the Company and the Union have agreed to adopt an Alternative Work Schedule (AWS).

- A. Employees will have the choice to work the standard work-week or established AWS. The AWS work schedule consists of eight, 9-hour days, one 8-hour day and one regular day off (RDO) on alternating Fridays. Unless otherwise stipulated by the Company, the AWS is only available during the summer period. The Company has sole discretion concerning implementation dates and periods and in determining which work groups can and cannot participate in the AWS to meet mission requirements/demands.
- B. The Company will implement two alternative work schedules (A&B). Schedule A will provide the first Friday in the pay period and Schedule B will provide the second Friday in the pay period. This will allow Supervisors to alternate Fridays amongst their employees to allow more personnel to participate, while still providing coverage to critical tasks and missions. If a situation arises where two employees are required to alternate Fridays based on their respective trades and they both want the same schedule and it can't be worked out by mutual agreement seniority will prevail.
- C. For employees working a 9/80 AWS, hours worked in excess of nine (9) hours or eight (8) hours in any one (1) workday, based on defined work schedules and changes to the regular schedule for holidays, shall be paid for at one and one half (1 ½) times the employees base pay rate.
- D. Any employee on a 9/80 AWS who is required to work the scheduled Friday RDO, shall be paid for all hours worked at one and one half (1 ½) times the employees base pay rate, and after twelve (12) hours worked, at two (2) times the employees base pay rate.
- E. Hours worked on the sixth (6th) work day at the employees work week shall be paid for at one and one half 1 ½ times the employees base pay rate. Hours worked on the seventh (7th) work day of the employees work week shall be paid at two (2) times the employee's effective rate.
- F. Any employee on a 9/80 AWS will be paid at the base pay rate for all hours worked, which do not exceed the scheduled nine (9) or eight (8) hours. Hours in excess of forty-four (44) hours or thirty-six (36) hours in the scheduled week will be paid at the applicable overtime rate, according to item C-E above.
- G. When an employee is absent from work for approved/paid reasons such as vacation, PAA, Jury Duty, or Bereavement he/she shall be granted pay at the regular base pay rate for those

hours for which he/she is absent from work during his/her regular eight (8) or nine (9) hour day, or regular four (4) or five (5) day work week.

- H. Any employee working an AWS who takes unscheduled PAA on the scheduled eight (8) hour Friday may be required to submit evidence of illness from a physician at the Companies discretion.

Benefits:

- Vacation accruals (accrued by *pay period*)
- Medical and dental (set amount *per month*)
- Life insurance (based on annual *salary*)
- Disability (based on annual *salary*)
- Flexible spending accounts (*constant* deduction based on annual employee determination)

Floating holiday is for 8 hours:

- If a floating holiday is taken on a 9-hour workday, the additional hour must be charged to Vacation/PAA or Flex Time to make up the hour in the same pay period.
- Unless taken on the 8hr Friday

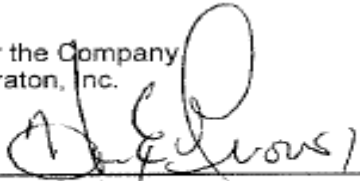
Vacation and PAA:

- Charge actual hours taken for Vacation or PAA
- Full day absences based upon scheduled workday
- 9 hours Monday – Thursday
- 8 hours on Friday
- Partial day absences
- Charge actual absence

Other Time Off:

- Bereavement, jury duty, and military pay based upon scheduled *workday*
- Charge actual hours taken
- Based upon scheduled workday (Up to 9 hours on a 9-hour workday)
- Policy is days not hours (variance from Vacation and PAA)
-

For the Company
Peraton, Inc.



Henry E. Giroux
DSN Program Manager

For the Union
IBEW Local No. 543



Jerry M. Koger
Business Manager

MEMORANDUM OF AGREEMENT

BETWEEN

PERATON, INC.

AND

I.B.E.W. LOCAL UNION NO. 543

Temporary Full Time Term Employee

This Memorandum of Agreement shall be effective November 1, 2019 and shall expire on October 31, 2024. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement and shall not survive the expiration of this agreement unless agreed to by both parties in writing.

The Union and the Company recognize the occasional requirement to employ a temporary employee to specifically fill the vacancy of a full-time employee who is on an approved Medical or Personal Leave of Absence. A temporary full-time term employee is defined as:

Temporary Full Time Term Employee- One whose employment is intended to last longer than thirty-one days but no longer than sixty (60) months, has been reclassified from probationary employment as defined in Article 12, Section 12.02, accumulates net credited service, and is entitled to all benefits provided to regular full time employees outlined in the collective bargaining agreement with the exception of the following: Term employees are hired with the understanding that they will remain in the same occupational title for at least six months and are not eligible for the provisions of Separation Pay as defined in Article 14.07. The benefits outlined in the Insurance, Pension, and Savings Plan as defined in Article 23, Vacation as defined in Article 17, Paid Absence Allowance as defined in Article 19, and the Personal Choice Holiday as defined in Article 18, are not provided until after twelve months of continuous employment.

All temporary full-time term employees shall receive a minimum of 100% of the classification held for the first twelve months of employment. After twelve (12) months, the employee shall receive no less than 90% of the wage scale occupied.

Term employees may apply for permanent positions after six months of employment or may be awarded a full-time position within the bargaining unit provided however, that no qualified bidder exists in the bargaining unit with more seniority. It is understood that occasional or casual on call employees employed in the cafeteria are not part of the collective bargaining agreement.

The Company will not employ temporary, occasional, or on call employees to avoid the employment of regular full-time employees.

For the Company
Peraton, Inc.

Henry E. Giroux
DSN Program Manager

For the Union
IBEW Local No. 543

Jerry M. Koger
Business Manager

MEMORANDUM OF AGREEMENT

BETWEEN

PERATON, INC.

AND

I.B.E.W. LOCAL UNION NO. 543

Operations Overtime Scheduling

This Memorandum of Agreement shall be effective November 1, 2019 and be considered as part of the Collective Bargaining Agreement (CBA) between the IBEW and Peraton, Inc. Accordingly, this agreement shall remain in full force and affect until October 31, 2024. It is agreed the Union and the Company shall meet to discuss any issues that may arise either from management or the Union while this MOA is in effect. In the event any provisions of this MOA are violated where an employee should have been offered OT and was not; the employee will be offered the same OT hours they should have originally been offered during the next available OT requirement mutually agreeable between all parties.

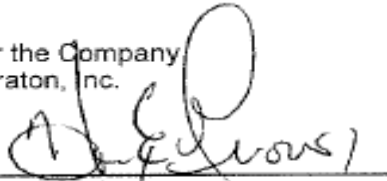
The Union and the Company will agree to the following guidelines for overtime (OT) scheduling in Operations:

- 1.) The Overtime Roster will be checked every shift. Overtime will be offered per this MOA.
- 2.) No overtime shall be offered when the start of the scheduled overtime is in excess of ten calendar days.
- 3.) Once OT is officially offered and accepted; it cannot be taken away and given to another employee.
- 4.) If the requirements on the OT list have changed, then a new list shall be initiated for the new requirement.
- 5.) The company shall utilize the running tabulation of actual OT hours worked to force an employee to work OT. The employee with the lowest amount of actual hours worked shall be forced to work the OT.
- 6.) An employee will not be forced to work OT on a shift that does not start at the end of his regular shift.
- 7.) Approved Vacations, PAA and holidays begin at the conclusion of your last scheduled shift and will end at the beginning of the first shift on the day of your return. (Midnight shift)
- 8.) Two shifts worked in a 24-hour period from midnight to midnight are considered working back to back shifts for pay purposes regardless if they are continuous shifts. (Midnights and Afternoon shifts)
- 9.) At less than 24 hours from the start of a scheduled overtime, the SOD may go down the Overtime Roster giving a zero minute's callback time. The SOD may call and leave a message and continue down the list until the overtime is filled.

10.) At less than 72 hours and at 24 hours or more from the start of a scheduled overtime, the SOD will go down the Overtime Roster giving a one-hour callback time. The SOD may call and leave a message and continue down the list after one hour until the overtime is filled.

11.) At 72 hours or more and at ten days or less from the start of a scheduled overtime, the SOD will go down the Overtime Roster giving a six-hour callback time. The SOD may call and leave a message and continue down the list after six hours until the overtime is filled.

For the Company
Peraton, Inc.



Henry E. Giroux
DSN Program Manager

For the Union
IBEW Local No. 543



Jerry M. Koger
Business Manager

MEMORANDUM OF AGREEMENT

BETWEEN

PERATON, INC.

AND

I.B.E.W. LOCAL UNION NO. 543

Automatic Link Building (ALB) and Follow the Sun Operations (FtSO)

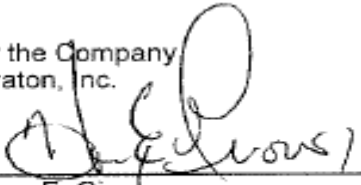
The Company and the Union agree to limit the operation of the ALB by the Lead Space Operations Controller's (LSOC) classifications to the following procedure:

- 1.) The first line of defense of the ALB software is the LSOC. Should an LSOC experience a fault with the software, they are to exhaust all of their capabilities to resolve the fault by performing the following procedures that are within their scope of work;
 - a.) Manually configure links for testing procedures.
 - b.) Taking the necessary steps within the ALB software to ensure the links are dissolved in a timely fashion.
 - c.) Verify all of the ALB allocated equipment and support products for each spacecraft are correctly configured in the LSOC's console and work to resolve any issues found.
 - d.) The LSOC's are to report all software discrepancies or issues experienced to the Supervisor on Duty (SOD).

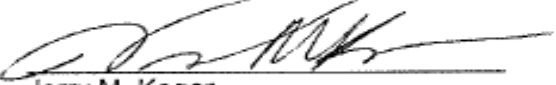
LSOC's or Technical Site Monitors (TSM) cannot be disciplined for human errors that occur for an anomalous condition during the operation, application, or human intervention of the ALB software or the implementation of Follow the Sun initiative. The exception but not limited to would be the LSOC's not adhering to instructions issued from the DSN Advisory and Directives Service (DADS)

The Company and the Union agree to the planned implementation of the FtSO initiative, the ALB, and all deliveries.

For the Company
Peraton, Inc.


Henry E. Giroux
DSN Program Manager

For the Union
IBEW Local No. 543


Jerry M. Koger
Business Manager

Memorandum of Agreement

Between

Peraton Inc.

And

I.B.E.W. Local Union No. 543

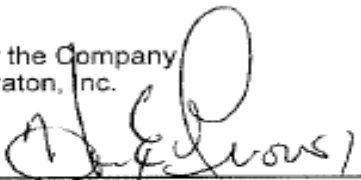
Technical Site Monitor

This Memorandum of Agreement (MOA) shall be effective on November 1, 2019 shall remain in full force and affect until 11:59 p.m. October 31, 2024.

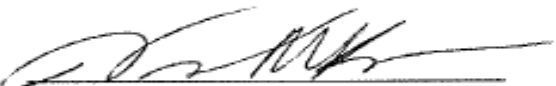
The Company agrees to establish a new classification titled: Technical Site Monitor (TSM) at Labor Grade (LG) 22A. Accordingly, the parties have agreed to the following:

- 1.) Modify the CBA to include the new classification TSM @ LG-22A at the hourly rate of \$39.86 /hr.
- 2.) The TSM job duties description and qualifications are agreed upon in the attached document listed as; "Exhibit A."
- 3.) The Company will send an internal e-mail to all existing TSM qualified employees to either accept or decline the new TSM position, on or before July 1, 2019. This email shall include the TSM Job Description and the TSM shift schedules and days off made available by the Operations Manager. The existing (6) TSM's shall have first right of refusal to accept these job vacancies and will have one week to make their decision. All existing M& O qualified Operations employees shall have second rights of refusal prior to any other person being selected to fill the TSM job vacancies. Should there be any vacant TSM positions remaining, the open TSM positions will be posted for all other employees to apply.
 - a.) The employees who are awarded the TSM positions will select their shift selection and days off in accordance with the current CBA provisions.
- 4.) Shift Schedules and Days Off
 - a.) The Operations Manager will provide a fixed shift work schedule for the TSM position. TSMs will have the opportunity to select the shift and off days provided by the Operations Manager in accordance with the current provisions of CBA Article 12.08. The day shift TSM employees will select their available days off with the existing Lead Space Operations Controller employee's schedule.
 - b.) TSM's assigned to day shift will not be eligible to receive shift differential while assigned to day shift.

For the Company
Peraton, Inc.


Henry E. Giroux
DSN Program Manager

For the Union
IBEW Local No. 543


Jerry M. Koger
Business Manager