

AGREEMENT

BETWEEN



CymSTAR Services LLC

AND

LOCAL LODGE 568



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

**F-16 TSSC &
Riverdale CLS Program HILL
AFB UTAH**

March 1, 2019 to February 28, 2022

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PREAMBLE

The Parties have entered into this Agreement for the purpose of setting forth in writing the understandings they have reached with respect to wages, work hours, and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

AGREEMENT

This Agreement made and entered into this 20th day of February 2019 by and between CymSTAR Services LLC (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers and its Local Lodge 568 (hereinafter jointly and severally referred to as the Union).

This agreement shall remain in effect until midnight on February 28, **2022** without reopening rights for any purpose by either party. This agreement shall automatically renew itself from year to year thereafter unless written notice of desire to modify or terminate the Agreement is given by either party at least sixty (60) calendar days prior to the expiration date of the agreement. If such written notice of desire to modify or terminate is given, the parties may nevertheless mutually agree in writing to extend this Agreement for a specified length of time beyond the expiration.

ARTICLE I - RECOGNITION

Section 1. The Company hereby recognizes the Union, its designees and representatives, its successor and/or assigns, as the sole and exclusive bargaining representative for all full time and regular part time Electronic Technicians II and Computer Operators assigned to the F-16 TSSC & Riverdale CLS Program, HILL AFB, and Riverdale, UTAH as certified by the National Labor Relations Board in Case Number 27-RC-8484. This agreement excludes all other Electronic Technicians (I & III), office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the act.

Section 2. If any of the specific provisions of this agreement are rendered unlawful by changes in state or federal law, the Company and the Union will meet and discuss any changes which may be necessary to conform to the terms of the contract with the requirements of the law. All other provisions not affected shall remain in full force and effect.

Section 3. Should any additional bargaining unit classifications fall under the jurisdiction of CymSTAR Services LLC at Hill AFB and Riverdale, Utah, the company will immediately notify the union and negotiate the applicable wages, benefits, hours, and working conditions of the additional employees.

ARTICLE II - NON-DISCRIMINATION

Section 1. This Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, age, national origin, veteran or disability status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both male and female employees. Any

alleged violation of this Article may be submitted to the grievance and arbitration procedure contained herein.

Section 2. There shall be no discrimination, interference, restraint, or coercion, by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. Except as specifically limited by this Agreement, the management of the Company and the direction of the work force, including but not limited to the service performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, and means of providing services, materials to be purchased, determination of staffing levels, the right to hire, promote, demote, transfer, assign and reclassify employees, the establishment of reasonable rules of conduct, the discharge or discipline of employees for cause, and the management of efficiency of employees, are the sole and exclusive rights and responsibilities of the Company.

Section 2. The Union and employees shall be notified prior to the enforcement of new work rules or changes in existing work rules. The Union reserves the right to pursue through the Grievance and Arbitration procedures, as spelled out in this Agreement, rules which it believes to be unreasonable.

Section 3. Except as set forth in specific language contained in this Agreement, employees shall be subject to the Company's Policies and Procedures Manual as may be amended from time to time by the Company with notice to the union, provided, however, that any change in the policies and procedures manual is subject to the grievance and arbitration procedures.

ARTICLE IV - UNION ACCESS TO OPERATIONS

Section 1. The Company agrees that the Grand Lodge Representative, Business Representative or acting Business Representative (hereinafter referred to as Union Representative) will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or insuring the terms and conditions of the Agreement are being complied with. Prior approval must be obtained from the Site Manager or his designee and such visits shall not interfere with production of work being performed. Such approval shall not be unreasonably withheld. The union representative shall notify the Site Manager or his designee when he is leaving the Company's operations.

Section 2. The Company, if it desires, may have a Company representative accompany the business representative while he is visiting its operations recognizing that the Union Representative is entitled to private conferences with any represented employee.

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ARTICLE V - GRIEVANCE PROCEDURE

Section 1. "Grievances" shall mean, and be limited to disputes of differences between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this agreement by either party. Both parties agree to use their best efforts, including informal meetings involving management, supervision, Shop Steward, and the grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps:

Section 2. All grievances beyond Step 1 below, involving employee claims shall be in writing on grievance forms provided by the Union and shall be signed by all employees claiming rights thereunder. In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

Step 1: The employee(s), with or without their steward, shall promptly bring a grievance to their Program Manager and/or Human Resources Manager within five (5) working days following the event or discovery of the event giving rise to the grievance. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee's shop steward may bring the grievance to the supervisor. If such grievance is not settled within five (5) working days then:

Step 2: Within fifteen (15) working days following the event or discovery of the event giving rise to the grievance a written grievance containing the article or section which is claimed to be violated and the remedy requested, must be signed by the employee and submitted by the Shop Steward and taken up with the Program Manager and/or Human Resources Manager, or his designee if the grievance is filed by the Union or bargaining unit employee. If the grievance is filed by the company, the written grievance must be submitted to the shop steward within the time limits set forth above. A meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days, the Company will reply in writing. If the written reply is not satisfactory, it may be moved to Step 3.

Step 3: Within five (5) working days of the Step 2 reply, the grievance may be moved to Step 3 by written appeal to the Company Human Resources Manager or designee. The Company Human Resources Manager or designee, and the Business Representative of the Union, shall meet within ten (10) working days after receipt of the grievance into a third step. A written reply shall be given to the party filing the grievance within ten (10) working days after the meeting. If no agreement has been reached within ten (10) working days from the Step Three meeting, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" article.

Section 3. A final decision made with respect to any grievance in the first or second step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement. All settlements must be consistent with the terms and conditions of the Agreement.

Section 4. Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or handle a complaint or grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions outlined above.

Section 5. The Local Union or its authorized representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules. **Section 6.** It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

Section 7. Nothing in this article precludes the union from filing, a general grievance on behalf of an employee or employees in the event of unusual or unforeseen circumstances.

ARTICLE VI - ARBITRATION PROCEDURE

Section 1. The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the thirty (30) working day period specified in Section 2, Step 3 of Article V, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

Section 2. In the event the Union or the Company submits a grievance to arbitration, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation Service. The right to first strike a name will be determined by coin toss. This procedure shall continue alternately until one (1) name remains.

Section 3. The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this agreement. The expense and fees of the arbitrator will be borne equally by both parties.

ARTICLE VII - NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement will collectively or individually engage in or participate in any strike, slowdown or stoppage of work during the term of the Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by the Agreement.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.

Section 3. If the reasonable steps attempted in Section 2 do not return the striking employee(s) to work then the employee(s) may be subject to immediate discharge by the Company.

ARTICLE VIII -BULLETIN BOARDS

The Company agrees to provide one (1) bulletin board for the posting of legitimate Union notices pertinent to the Union at the facility. Only notices concerning Union meetings, Union elections, results of Union elections, etc., which a representative of the Union has authorized, will be posted. The Union agrees that all notices will be submitted to the Site Manager/Program Manager, or his designee, for review and approval prior to their posting.

ARTICLE IX - BARGAINING UNIT WORK

The Program Manager or Alternate Program Manager may perform work, which in their opinion, is required to maintain satisfactory contract performance. However, it is understood that there will be only one (1) Program Manager. Company employees in Job classifications not covered by this Agreement shall not normally perform work typically performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, (e.g. installation of modifications, when necessary), training of CymSTAR from other locations, to instruct employees properly or to maintain proficiency. The term "Emergency" is defined to mean an unforeseen combination of circumstances. This Article shall not be construed to prevent employees outside the bargaining unit from performing work normally within their regular duties as historically performed. The Company agrees that none of the above circumstances will cause a bargaining unit employee to be laid off, displaced or excluded from overtime if they are willing to work.

ARTICLE X – SENIORITY

Section 1. Probationary Period: Any employee who has been in the employment of the Company for sixty (60) consecutive calendar days shall be considered a Seniority Employee of the Company. Probationary Period maybe extended by thirty (30) calendar days by mutual agreement between the parties. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure. Except as specifically mentioned in this section, the employer is required to maintain all provisions of this agreement for probationary employees.

Section 2. Definitions of Seniority

(A) Types of Seniority

For purpose of this Article, there are two (2) types of seniority, which are defined as follows:

- 1) Company Seniority represents and commences with the date of placement on the payroll of the Company under the agreement in any job classification.
- 2) Site Seniority represents the continuous unbroken accumulated time each employee has spent under the services of the Company and predecessor private contractor(s) in the performance of work on the F-16 CLS contract at Hill AFB and Riverdale, Utah, facilities.

(B) Rehire Seniority

Employees who may be rehired onto the contract will have their site seniority date based upon their date of rehire.

(C) Transfer Seniority

Employees who may be transferred onto the contract from another company location will have their site seniority date established as the date of transfer onto the contract. Such employees will have their company seniority maintained for vacation eligibility and benefit determination purposes.

(D) Re-entering the Bargaining Unit

1) An employee who re-enters the bargaining unit from a position outside the bargaining unit may return to the last classification held, provided he/she meets the definition of fully qualified as defined in Article X, Section 2 and has sufficient site seniority. For purposes of this paragraph, no seniority shall accumulate while outside the bargaining unit and terminates upon transfer to the non-union position. In the event such employee does not have sufficient seniority to return to the last classification held, he/she may exercise displacement rights in accordance with Article X, Section 5.

(E) Site seniority for vacation eligibility and benefit determination purposes will not be affected by (D) above.

(F) Seniority will not be broken for

- (1) periods of approved absence with leave
- (2) periods of absence due to injury or illness, including occupational injuries.
- (3) Periods of absence set forth in (2) above shall not exceed 12 months in order to maintain seniority.

(G) When two or more employees are hired on the same day, the last four digits of their Social Security number shall then be used for purposes of lay off, recall and promotion, i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day.

Section 3. Loss of Seniority: All seniority of any employee shall terminate if the employee:

- a) Voluntarily resigns,
- b) Is discharged for just cause.
- c) Is on layoff status in excess of thirty-six (36) months or length of service whichever is less.
- d) Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated within one hundred eighty (180) days.

e) Refuses recall (will go by Section 6 of this Article)

Section 4. Seniority List: A seniority list by job classification will be maintained by the Company and will be made available to the Union upon request or semi-annually. The Company will also furnish a list to the Union reflecting new-hires or rehires/recalled, their classification, their date of hire, and termination or layoff dates or other dates of leaving the bargaining unit.

Section 5. Layoff

(A) When it is determined by the Company that a reduction in force is required, the Company shall designate the number of positions to be reduced by job classification as defined by the Company. The employee with the least seniority in the designated job classification (subject to qualification) will be designated for layoff first. Any dispute related to qualifications may be subject to the grievance and arbitration procedure contained herein.

(B) In the event of a layoff, the employee who is designated to be laid off in accordance with (A) above shall have the right of displacement in the following order:

(1) Displace the least senior employee in the same job classification to which the employee is determined to be fully qualified. Fully qualified for purposes of this paragraph shall be defined as demonstrating successful performance in a full time assignment for one full year within the last ten years.

(2) If a displacement opportunity as described in (1) above does not exist, the employee designated for layoff may displace the least senior employee in a lower paid job classification, provided that the employee designated for layoff has site seniority over the displaced individual.

(3) Employees who are displaced may in turn displace the least senior employee in accordance with (1), (2) above.

(4) No employee shall have the right to displace any other employees in a higher rated job classification than his/her own.

(C) Displacement rights must be exercised within two (2) working days after an employee is notified that a layoff will take place.

(D) The Company shall notify affected employees and union representative as soon as the facts are known to the Company of upcoming layoffs, but not less than two (2) weeks' notice or two (2) weeks pay in lieu thereof.

Section 6. Recall: Employees will be recalled in reverse order of layoff (subject to qualification). The Company will send recall notices, by certified mail, to employee's last official address. The employee has five (5) working days after receipt is received by the company but no later than fifteen (15) calendar days from the date of mailing to accept reemployment. If no laid off employees in a job classification who are recalled accept reemployment, then laid off employees outside the classifications, who are qualified in the classification, will be recalled as stated above. Any dispute related to qualifications may be subject to the grievance and arbitration procedure contained herein.

(A) General

An employee who is laid off or who displaces an employee in a lower paid job classification in accordance with Section (2) of this Article, shall retain recall rights in accordance with their site seniority as follows:

- (1) To the same job classification held at the time of their layoff/displacement.
- (2) To a job classification to which the employee is determined to be fully qualified. Fully qualified for the purpose of this paragraph shall be defined as demonstrating successful performance within the technical specialty for one full year.
- (3) The most senior, qualified employee who meets the minimum requirements of the job to be filled will be selected. If the first employee selected declines the recall, the next most senior, qualified employee will be offered the position, and so on until the job opening is filled or the list of qualified employees on the recall is exhausted.
- (4) An employee who declines recall to a job opening at the same or higher pay grade previously held, as provided in this procedure, will be considered as having resigned.
- (5) Employees who have been laid off shall retain the recall rights mentioned herein for a period not to exceed thirty-six (36) consecutive months from the date of layoff. Employees demoted to a lower paid position due to a reduction in force shall retain the recall rights mentioned herein as long as they remain on the active payroll in a lower paid position.

(B) Employees who are laid off from the service of the Company due to a general layoff for a period not to exceed thirty-six (36) consecutive months shall retain and continue to accrue site and Company seniority.

(C) Recall Notification

In recall from layoff, the Company shall mail a registered or certified (return receipt requested) notice of recall to the appropriate employee. Recalled employees must respond within five (5) working days after receipt is received by the company but no later than fifteen (15) calendar days from the date of mailing to accept re-employment.

(D) Address on File

All notices required under the provisions of this Article shall be sent to the employee at the last address filed by the employee with Human Resources.

(E) Address Requirement

Each laid off employee shall keep Human Resources informed in writing of the employee's current mailing address. Notice by the Company to the employee's mailing address listed with Human Resources shall be considered as fulfilling the recall notice requirements. An employee failing to comply with the

provisions of this section shall be considered as having voluntarily resigned from the service of the Company.

(F) Layoff - Recall Listings

Layoff listings and recall notifications will be copied to the Business Representative/or his designee of the Union.

ARTICLE XI - BUSINESS TRAVEL

Management will select candidates for temporary assignments based on the qualifications required to perform the tasks. The most senior qualified employees will be asked to volunteer for the temporary assignments. If no volunteers are available, Management may require the least senior qualified employee to take the temporary assignment.

Employees who travel more than 25 miles from the work site to perform work for the Company will be furnished transportation designated by the Company. Air travel will be on the carrier designated by the Company. All air travel will be coach/economy/tourist class. Employees may be authorized to use their personal cars (POV) and will be reimbursed for travel as specified below.

Employees traveling on days other than their regularly scheduled work days or on the same day after working their regularly scheduled workday will be paid from the time they leave their destination hotel, workplace or home until they arrive at the destination hotel, workplace or home.

Travel expenses will be reimbursed in accordance with the Company operational procedure for Expense Reporting.

ARTICLE XII - FILLING OF VACANCIES

Section 1. If the Company determines to fill a new or existing job within the bargaining unit, the Company will post a notice of vacancy or job opening for a period of not less than five (5) working days. Subject to the provisions of Section 3, any employee may submit a bid for the job to the Company's Site Manager, in writing, during the posting period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

- a) The date the notice is posted;
- b) The job to be filled and the classification;
- c) Job Specifications;
- d) Effective date the job is to be filled.

The Union's Steward and a Union representative will be furnished a copy of any bid upon request.

Section 2. The Company will award the job to the most qualified employee in the Program, as determined by management, with respect to:

- 1) related experience;

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2) previous training; and

3) ability to perform the work.

If two or more employees bidding the job are essentially equal with respect to 1), 2) and 3) above, then the most senior employee will be awarded the job. The Company retains the discretion to utilize external sources to staff unit positions when qualified individuals do not respond to the job posting during the posting period or are found not to exist within the unit employees that responded to the job posting.

Section 3. Restrictions on Bidding. An employee who is awarded a job for which he bid must accept it providing the award is made within fifteen work days of the effective date that the job is scheduled to be filled as provided in Section 1 e) of this Article, otherwise the employee shall have the option of withdrawing his bid. If the employee's designated job classification was in the same labor grade as, or a higher paid labor grade than the posted job being awarded, the employee may not bid for another job for a period of twelve (12) months after being awarded the job, unless agreed upon by both parties.

Section 4. Disqualification of Bidder. An employee who is unable to perform the job to which he bid to the satisfaction of the Company within sixty (60) calendar days after being awarded the job shall be returned to the job classification and labor grade he held at the time of submitting the bid. The employee will be told the reasons for such disqualification.

ARTICLE XIII - HOURS OF WORK

Section 1. The purpose of this Article is to define the normal hours of work but nothing in this Agreement shall be construed as a guarantee of hours of work or pay for any period.

Section 2. The employee's regular assigned workweek may consist of:

- a) Five (5) consecutive eight and one half (8 1/2) hour days, which includes a thirty (30) minute unpaid meal period, normally beginning at 12:00 AM Saturday. The unpaid meal period will be taken as close to the middle of the employee's shift as possible.
- b) Other schedules as agreed to by both parties.
- c) Such schedules may be changed from time to time based on the varying training requirements mandated by the customer. The Company will provide as much advance notice to employees as possible.

Section 3. The employee's assigned workweek shall begin with the starting of the employee's first twenty-four hour period as defined in Section 2 and shall end 168 hours later.

Section 4. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed with a minimum of one-week notice or at the direction of the customer. The starting time of the various shifts will be as follows:

First Shift:	Beginning at or after 6:00 a.m. but before noon
Second Shift:	Beginning at or after 2:00 p.m. but before 6:00 p.m.
Third Shift:	Beginning at or after 9:00 p.m. but before 1:00 a.m.

Section 5. If no regular work is available the Company will give the employees the option to do any available work for which they are qualified or take time off, the employees affected shall have the option to perform the available work, use vacation or take time off without pay.

Section 6. An employee who is scheduled and reports for work at the scheduled time without having been notified not to so report, shall be given 4 hours work of any type which is available, or if no such work is available, he shall be given 4 hours pay at the applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of the management, the Company shall not be so obligated.

Section 7. A employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum of 4 hours pay at the applicable rate.

Section 8. When an employee is not scheduled, and is called and reports for work, outside his scheduled workweek, he shall receive a minimum of 4 hours work or 4 hours pay at the applicable rate of pay.

Section 9. If a employee is specifically notified and scheduled to start work 4 hours or less before the starting time of his regularly scheduled shift, within his assigned work-week as set forth in Section 4, he shall be given the opportunity to remain at work until the end of his regular shift.

ARTICLE XIV - OVERTIME

Section 1. When the Company determines that an employee must perform work on an overtime basis, the following shall apply:

Overtime will be paid at the rate of one and one-half times the regular rate of pay for all authorized hours worked in excess of forty (40) hours per week. Hours worked shall include hours paid for but not worked, to include paid holidays and vacation hours.

Section 2. There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be considered to require the payment of premium or overtime pay more than once for the same hours worked.

Section 3. Available overtime shall be rotated and equalized among the qualified volunteers. If no volunteers are available to work the necessary overtime, it will become mandatory and assignment shall be made by reverse seniority order.

Section 4. Notice for mandatory scheduled weekend work will be given as soon as the customer informs site management that weekend work will be required.

ARTICLE XV - SHIFT DIFFERENTIAL

Effective March 1, 2019 each employee working on the second or third shift shall be paid in addition to his regular rate of pay \$ 1.00 per hour for each hour worked on such shift. The parties acknowledge that as of the date of this Agreement the Company does not run second or third shifts

ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Personal Leave. The Company may approve a leave of absence without pay of up to ninety (90) calendar days for personal reasons. The ninety day limit may be extended by the mutual agreement of the parties. Such leave must be requested in writing and approved by the Program Manager through the employee's supervisor. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5) calendar days prior to the date the leave would commence, except in cases of emergency.

Section 2. Benefit Date Adjustment. An employee whose leave(s) of absence exceed(s) ninety (90) calendar days in a benefit year or whose leave of absence continues from one benefit year to another shall have their benefit date adjusted to the number of work days he/she was absent in excess of the ninety (90) calendar days, except for leaves resulting from occupational illness, injury and leaves for Union activities.

Section 3. Failure to return to work from a leave of absence on the first scheduled workday following the expiration date of said leave, will result in termination of the employee, except in extenuating circumstances involving reasons acceptable to the Company.

Section 4. Short Term Military Annual Leave. Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed a maximum of ten (10) working days each fiscal year, provided the employee furnishes the Company a copy of their military orders at the time the leave is requested. Such leave of absence shall be referred to as military leave. Employees may request vacation pay while on an approved military leave. Employees will be paid the difference between their regular base pay and their military pay, provided a Leave and Earnings Statement is submitted.

Section 5. The company agrees to comply with the Federal Law regarding the Family Medical Leave Act and bargaining unit employees will comply with all appropriate procedures regarding the Act.

ARTICLE XVII - ASSIGNMENT OF SHOP STEWARDS

Section 1. It is hereby understood and agreed that the Union may designate one (1) Shop Steward and one (1) Alternate Shop Steward at the Hill AFB and Riverdale, Utah locations. The Union will notify the company in writing of the Stewards names and location where they work.

The Union shall notify the Company in writing on Union letterhead of the individuals so selected in this capacity.

Section 2. It is agreed that Stewards have full-time job duties to perform as employees and that they shall keep time spent in handling grievances to a minimum.

Section 3. Should a Steward be required to leave the job to handle a grievance, he shall first request the permission of his Supervisor, and shall report to his Supervisor upon returning to work. When a Steward makes the effort to comply herein, permission to leave the job to handle a grievance shall not be unreasonably withheld.

ARTICLE XVIII - CHECK OFF

During the existence of the Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable monthly to an employee covered by the Agreement, applicable service fees or Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on provided by the Union and shall continue deductions until such authorization is duly revoked by the employee.

ARTICLE XIX - UNION SECURITY

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement whichever is later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirtieth (30th) day following the beginning of employment, become and remain members in good standing in the Union. For the purposes of this agreement, a "member of the union in good standing" shall mean a bargaining unit employee current on union dues.

If any provision of this article is rendered unlawful by state or federal law, the Company will be held harmless.

ARTICLE XX HEALTH AND SAFETY

Section 1. Health and Safety. The Company will continue to make reasonable provisions for the comfort, safety and health of employees. The Union shall have the right to confer with the Company regarding these matters.

ARTICLE XXI - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the contract as identified in Article 1, the Company shall be released from all obligations on the project(s) so affected under this Agreement.

ARTICLE XXII - SUBSTANCE ABUSE POLICY

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees.

Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. A program of testing, if necessary to comply with Federal or State regulations, will be instituted upon mutual consent of the Company and the Union.

ARTICLE XXIII- WAGES

Section 1. The wage rates listed below will be effective for the term of this Agreement and apply to all Bargaining Unit employees at Hill AFB, and Riverdale, Utah facilities. Regular rate is defined as base rate plus any applicable premiums. This base time hourly rate will be increased annually as designated below. These increases will be effective on the dates indicated in this Agreement.

	Current	4/1/2019	4/1/2020	4/1/2021	
Electronic Tech II	33.64	34.64	35.68	36.75	
Computer Operator III	26.75	27.55	28.38	29.23	

ARTICLE XXIV - HOLIDAYS

Section 1. Each year the following eleven (11) days are to be paid holidays:

- | | |
|------------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr' s Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Good Friday | |

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the Federal Government.

Section 3. If an employee is on an approved vacation in a week in which a Holiday falls, time will be charged to Holiday rather than vacation.

Section 4. If an employee works on a scheduled holiday it can be rescheduled and taken as a floating holiday. Any such rescheduled holiday must be scheduled and taken within the calendar year in which the holiday occurred.

Section 5. If an employee is required to work on any holiday he/she will be paid eight (8) hours pay at regular rate for the holiday, and receive one (1) paid day off in lieu of additional holiday pay.

ARTICLE XXV – VACATION

Section 1. Allowances. The vacation year for eligibility and service credit shall be from employee's Company benefit date to Company benefit date. Upon ratification, for the purpose of application of this section the Site Seniority Date will be used as the Company Benefit Date. Paid vacation for full time employees will be awarded as follows:

- a) An employee with one (1) year of service, but less than five (5) years of service will be awarded eighty (80) hours (two weeks) of vacation annually.
- b) An employee with five (5) years of service, but less than fifteen (15) years of service, will be awarded 120 hours (three weeks) of vacation annually.
- c) An employee with fifteen (15) or more will be awarded 160 hours (four weeks) of vacation annually.
- d) Employees may carry over a maximum of 40 hours from one benefit year to the next.
- e) Terminating employees will be paid for all awarded but unused vacation.

Section 2. Scheduling. Vacation requests must be made in writing to their supervisor seven (7) calendar days prior to the vacation start date for one week or more. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on first come, first serve. If two or more request come in for the same date seniority will be used. Vacation may be used in increments of no less than one (1) hour. If vacation is less than one day, it must be approved by the Company.

Section 3. Vacation will be paid at base rate of pay.

ARTICLE XXVI - JURY DUTY

Employees summoned to serve on jury duty will be granted time off not to exceed the limits of the prevailing state law or up to ten (10) working days of service, whichever is greater. The Company shall compensate the employee for each regular workday so spent, as specified by the governing statute regarding jury duty. If no compensation provision is specified by statute, the employee will receive the difference between gross fees received and the employee's base earnings that would have been paid for an eight (8) hour shift for each day of service. Notice of jury duty must be given to the Company upon

receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

Any employee scheduled to work third shift when he is called for duty shall not be requested to work the night before he is required to report for jury duty, and shall receive payment as outlined above.

Employees summoned to jury duty that are released by the Court with less than four (4) hours of service shall return to work.

ARTICLE XXVII - BEREAVEMENT LEAVE

Section 1. Full time employees with the Company shall be given up to three (3) paid workdays off with pay at the employee's base rate of pay to attend the funeral of his immediate family who live in state. Two (2) additional paid workdays may be authorized upon request, for out of state travel in conjunction with a bereavement leave. An employee may elect to use vacation time following bereavement leave. In case of death of the employee's spouse, child or stepchild, the employee will be allowed five (5) days off with pay.

"Immediate family" shall be considered as follows:

Parent, parent of spouse, legal guardian, brother, sister, stepparent, stepparent of spouse, stepbrother, stepsister, grandchild, grandparent, and grandparent of spouse.

Section 2. Employee may be required to provide proof of entitlement under this Article.

ARTICLE XXVIII GENERAL

Because the Company requires employees to use certain tools and wear certain safety equipment, effective on the first payday after ratification and then every February 28th. Thereafter, all bargaining unit employees will be paid an annual Tool and Safety Allowance of \$ 175.00

ARTICLE XXIX -SICK/PERSONAL LEAVE

Section 1. Sick / Personal leave is provided to cover incidence of personal time off or immediate family illness. Fifty six (56) hours of sick leave will be awarded to full time employees. New hires will be awarded sick leave upon date of hire and every benefit date thereafter. Sick leave may be taken in increments of no less than one hour. Unused sick leave during any benefit year will not be carried into the next year and unused sick leave / personal leave balances will not be paid out. Terminating employees will not receive payment for unused sick leave. Sick leave will be paid at an employee's regular rate of pay.

Section 2. Employees may be allowed to donate Sick/Personal time in hour increments to other employees.

ARTICLE XXX – INSURANCE

Section 1. The current Health and Welfare allowance is \$7.00 per hour up to 40 straight-time hours worked per week. Effective March 1, 2019, the Company will provide each employee the amount of \$7.25 per hour paid, to a maximum of forty (40) straight-time hours worked per week, for the purchase of Health and Welfare benefits if the employee wishes to do so. All benefits will be offered in accordance with the Company's negotiated plans for the Utah locations. Any unused moneys will remain with the employee. The amount paid to employees will be increased to \$7.40 per hour on April 1, 2020, and \$7.50 per hour on April 1, 2021.

Section 2. Employees may also purchase the following Voluntary Group Insurance benefits offered by the Company. The current package of Voluntary Group Insurance benefits in which the premium cost is borne by the employee, shall be provided for the term of this Agreement, including:

- 1) Life Insurance;
- 2) Accidental Death & Dismemberment Insurance; 3) Short Term Disability (STD) Insurance and 4) Long Term Disability (LTD) Insurance.

The benefit levels available are described in the respective plan documents. In the event the Company establishes a Flexible Spending Account benefit, bargaining unit employees shall be eligible to participate.

Section 3. All Group Insurance coverage will begin after enrollment as specified in each plan document.

ARTICLE XXXI 401(k) PLAN

Employees may elect to participate in the Company's 401(k) plan with a 50% Company match of the first 6% of the employee's contributions based on the employee's gross straight-time wages. The employee's contribution may be invested in any offered option. Employees are always fully vested in their pre-tax, after-tax and rollover contributions and investment earnings to these amounts. The actual plan documents shall govern.

ARTICLE XXXIII SPECIFIC PERFORMANCE

Either party hereto shall be entitled to require specific performance of the provisions of this agreement.

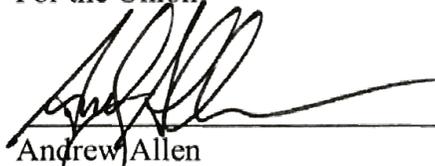
There shall be no individual arrangements or agreement made covering any part or all of this Agreement contrary to the terms herein provided, and it is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this agreement, and subject to any amendment that is agreed upon by both parties.

ARTICLE XXXIV - TERM AND NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective March 1, 2019 and shall continue in full force and effect through midnight on February 28, 2022 and thereafter be automatically renewed from year to year thereafter unless the party desiring termination or modification of the agreement serves written notice, by Fax, US Mail, or E-Mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement.

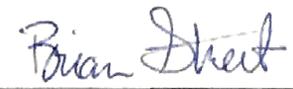
In witness whereof, the parties have caused this agreement to be executed by their authorized representative on February 20, 2019.

For the Union,

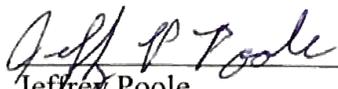


Andrew Allen
Business Representative IAM 568

For the Company



Brian Street – Sr. Contracts Manager



Jeffrey Poole
Committee

BDS