# **COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

NetCentric Technology, LLC.

And

#### INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS – CWA, AFL-CIO

May 31, 2022 - June 1, 2026

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#### PURPOSE

It is the intent of the parties to establish a basic agreement covering wages, hours of work and conditions of employment at Kirtland Air Force Base, Albuquerque, New Mexico for all represented employees. This agreement shall require all such work performed by the company to proceed continuously and uninterrupted and in an efficient and economic manner without work stoppage, slowdowns, or any other interference with work progress.

#### ARTICLE 1 - Agreement

The Collective Bargaining Agreement (CBA), called the "Agreement" is between NetCentric Technology LLC., called the Company" and the InternationalUnion of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communications Workers of America, AFL-CIO, called the "Union" in the Agreement.

#### ARTICLE 2 - Union Recognition and Scope of Agreement

The Company recognizes the Union certified by the National Labor Relations Board as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other working conditions for the bargaining unit comprised of full-time Plumbers-Maintenance Fuels System Mechanic, employees working at Kirtland Air Force Base within the Union's work jurisdiction.

### **ARTICLE 3 - Union Security**

Persons employed or hired into labor categories covered by the collective bargaining agreement, shall become and continue to remain signatory members of the union within thirty (30) calendar days of hire. The company agrees to terminate an employee after receiving written notice on union letterhead that the employee is not a member in good standing and the employee doesnot or refuses to pay dues or fees owed within a reasonable period of time. The Union agrees tohold harmless and indemnify the company for any costs incurred, including its attorneys' fees, as a result of enforcement of this Article.

#### **ARTICLE 4 - Management Rights**

Section 1. The Company reserves and retains, solely and exclusively, all of its Common Law rights to manage the business in compliance with its prime contract, and terms and conditions of this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the sole and exclusive rights of management shall include but are not limited to its right to determine prices of products and services, levels of service, subcontracting of work, volume of production, methods of financing; to drop a service or product line; to sell or lease the business; modify policies, practices or procedures; to determine and from time to time redetermine the number, location, relocation and types of its operation, and the methods, materials, equipment and facilities to be employed; to determine the number of hours per day or per week services or operations shall be carried on; to select and to determine the number and qualifications of persons to be employed or assigned specific jobs; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote, demote or to lay off employees; discipline or terminate employees for cause including in accordance with the employee manual ; to make and enforce reasonable rules for the maintenance of discipline and proper operations; and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the business which do not violate a specific provision of this Agreement. The determination of lack of work shall be made by the Company, in its discretion;

however, the Company shall communicate with the Union prior to laying off any employees and agrees to objectively determine whether non-productive man-hours exist and whether a reduction in staffing is necessary in order to maintain the efficiency of the Contract.

Section 2. The Company and Union agree there will be no restrictions on production and promoting efficiency and all work shall be performed in a safe and healthful work manner under OSHA guidelines. The Union will encourage and advise employees to exhaust every effort, ways and means to perform work of good quality, quantity, and safe execution.

Section 3. The Company shall be responsible for the selection of Lead personal, including the number required.

Section 4. The Company and the Union agree that the lead personnel shall be working leads.

Section 5. Employees shall be at their place of work as designated by the Company at the starting time and shall remain at their place of work performing their assigned functions until quitting time. The Company agrees to furnish transportation during working hours if employees are required to move from one job site to another. However, this shall not preclude any requirements stated on an employee's position description.

Management agrees to review existing vehicle inventory and assign as available, vehicles already available for Company use.

Section 6. The Union recognizes that this is a Government contract and the company is obligated to comply with all directives and contract amendments and changes issued by the Client.

Therefore, it shall not be a violation of this Agreement and not subject to the grievance and arbitration procedure herein for the company to take such action as is necessary to comply with a directive, contract amendment or change issued by the Client. The company will provide reasonable notice to the Union as practical of such directive, contract amendment or change issued by the Client. This Section also applies to a directive by the Client to remove an employee from the site. In the event of such request, the company will request the Client put it in writing and will provide a copy to the Union.

#### ARTICLE 5 - No Discrimination

Neither the Employer nor the Union shall discriminate against any protected category under federal, state, or local law. Employees will be held to the standards reflected in the most current Employee Reference Guide. If an employee brings a claim in any other judicial or administrative forum alleging facts which could be in breach of this provision, the employee will not also be able to pursue such a claim under the grievance and arbitration procedure herein.

### ARTICLE 6 - Union Representation

Section 1. The Union shall make steward appointments; one primary and one alternate steward for the workplace.

Section 2. The Union shall maintain and supply a complete written list of all authorized stewards to the Employer.

Section 3. Upon prior notice of at least forty-eight (48) hours to the Program Manager, authorized union representatives shall be allowed access to the Employer's facility for the purpose of monitoring adherence to the Agreement. Access shall be allowed only during working hours and union representatives desiring access must obtain all necessary clearances and follow all rules and procedures applicable to visitors.

Section 4. It is agreed and understood that Stewards shall be a productive, contributing and working employee of the Employer subject to all the normal and usual rules and regulations of any other employee. Stewards may take unpaid time during normal working hours to carry out their bonafide authorized representational responsibilities to the employees in the unit. Such time shall not impact their job responsibilities. Steward's activities will be within his assigned work area or activity. Should it become necessary for a Steward to leave his work site on appropriate matters related to his representational duties, he will request permission, advise where he is going, how long he expects to be gone, and the general nature of his business. The Company may schedule a Steward from leaving his work area for another time when necessary for legitimate business reasons.

#### ARTICLE 7 - Grievance Procedure

All questions and disputes regarding this Agreement shall be governed under the following procedures. Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single grievance will be presented and the resolution of that single grievance shall be applicable and binding on each of the other employees who have identical grievances. A grievance is defined as a dispute between the Company and the Union, or bargaining unit employee(s) with respect to the interpretation or application of the specific provision of this Agreement. Any such dispute will be handled in accordance with this procedure. All grievances will be in writing and processed in accordance with the following steps, if they cannot be resolved prior to step 1.

Initially, an employee may present a complaint to their supervisor, in person or through representation, within ten (10) working days. The supervisor shall evaluate the grievance and provide a verbal decision within ten (10) working days. A record of the date the supervisor's decision is communicated to Union will be maintained by the Company. Failure to resolve the grievance will require the grievance and corresponding decision to be put in writing for appeal to the first procedural step.

Step 1. Within 10 working days of notification of the supervisor's decision, the Union must file a written grievance with the project human resources representative in order to pursue the matter further. The written grievance must state the specifics of the grievance including the name(s) of the aggrieved individuals, the specific facts giving rise to the grievance, the provision(s) of the Agreement claimed to have been violated and the relief sought. A meeting will be promptly held between the aggrieved parties, the immediate supervisor, a project designated representative and the Union representative. The Company will render a written decision within ten (10) working days after the meeting. If the grievance remains unsettled based on the Company's decision, the union may appeal to Step 2 in writing within ten (10) working days. Such appeal must be received by Program Manager within 10 working days to be timely.

Step 2. A meeting will be held between the Program Manager or the Company's designated representative and the Union's representative within 10 working days. The Company shall provide a written decision no later than ten (10) working days following the meeting on the appealed grievance. The Union has ten (10) working days to appeal to Step 3. Such appeal must be received by the Corporate Human Resources office within 10 working days to be timely.

Step 3. A meeting will be held between the Company's designated representative and the Union's representative or International Representative. The Step 3 meeting will take place within twenty (20) working days following the appeal to Step 3. If the Company representative is not located on site, the meeting may be held by telephone at the request of the Company. Following

the meeting, the Company will make a written reply to the Union not later than ten (10) working days after the Step 3 meeting.

If the grievance remains unresolved, it may be submitted to arbitration provided the Company receives written notice of the Union's submission within thirty (30) working days following the Union's receipt of the Company's Step 3 response.

All the above time limits are mandatory but may be extended only by mutual written agreement. When necessary to conduct further investigation or otherwise respond to a grievance, the Company may advise the Union in writing and will have up to an additional ten (10) working days to respond.

### ARTICLE 8 - Arbitration

Following the timely submission of the matter to arbitration, the Union will submit a written request to the FMCS to provide a list of names of no less than seven (7) experienced arbitrators (if such request is not made at the time the matter is submitted by the Union for arbitration).

Either party may request one time a new panel of arbitrators be provided. Within ten (10) full working days of receipt of said list, the Company and the Union will submit to the FMCS their ranking of the arbitrators. Once notified by the FMCS of the arbitrator selected, the hearing will be scheduled at a mutually agreeable place, date and time. The hearing will be conducted in accordance with the rules of the FMCS and the Federal Rules of Evidence. Hearsay testimony is not admissible. If a witness is not located in the geographic area of the hearing, such witness may testify by telephone. At the conclusion of the hearing, the parties may submit post-hearing written statements of their position and arguments within 30 calendar days (or within 30 calendar days of receipt of the transcript if one is requested.) The arbitrator shall issue a written decision within 60 calendar days of receipt of the parties' briefs and shall contain findings of fact, conclusions of law and the relief granted, if any. The parties agree that the decision or award of the arbitrator will be final and binding upon them and the affected employees and that each will abide thereby. The authority of the arbitrator will be limited to determining questions directly involving the interpretation or application of this Agreement, and the arbitrator will have no authority to determine any other matter or substitute his or her judgment for the judgment of the Company. The arbitrator will have no authority to add to, subtract from, or to change any terms of this Agreement, or to change an existing wage rate. The losing party will bear the expense of the arbitration.

Unless mutually agreed by the parties, the arbitrator may hear only one grievance at a time. The parties may mutually agree to mediate any dispute prior to arbitration in accordance with the guidelines established by the Federal Mediation and Conciliation Service.

#### ARTICLE 9 - Seniority

Section 1. Seniority is defined as the employee's length of continuous service with the Company commencing with his most recent date of hire. Employees in the same classification having the same hire date shall have their seniority determined based upon hire date and the last four (4) digits of their Social Security number (highest number determining highest seniority). When required under the Service Contract Act or the Davis Bacon Act for purposes of vacation accrual or other fringe benefits which are based upon length of service, an employee's seniority date will include prior service under the contract with the Contracting Agency (IAW 48 CFR 22.1020).

Section 2. A break in seniority shall occur in the following events:

If an employee quits.

If an employee is discharged for cause.

If an employee has three (3) or more unexcused consecutive absences without notice, either by telephone or written message by messenger to his immediate supervisor.

If an employee is laid off for more than one (1) year.

If an employee is on leave of absence or unable to work or will not be able to work for a period of more than 1 year, except when on military leave or when additional leave is required to accommodate a covered disability under the ADAAA.

Section 3. The Employer shall supply the Union with an up-to-date seniority list on the effective date of this Agreement.

Section 4. There is a ninety (90) calendar day introductory period for all new employees and for current employees who are promoted or transferred into a new classification within the bargaining unit classifications. During the introductory period for new hires, the Company or employee may endthe employment relationship at any time. A newly hired employee dismissed during the introductory period has no recourse against the Company under this Agreement.

#### ARTICLE 10 - Discipline

It is understood no employees will be disciplined, discharged, or suspended without just cause. If the Company is conducting an investigatory interview (or questioning an employee) to obtain information that could lead to discipline, the employee being interrogated by management may invoke their Weingarten Rights and request that a Union Steward be present. This right belongs

to the worker, not the Union, and can be invoked only by the employee. The Company will use a system of progressive discipline for less serious offenses and a "just cause" standard for all disciplinary actions. For most disciplinary circumstances the general steps of disciplinary action include verbal counseling, written corrective notice in the form of a performance improvement plan, final written warning, and termination. In determining the most appropriate step for discipline, it is understood some actions are serious enough that steps in the progressive discipline process may be skipped. Some more serious misconduct may not be subject to progressive discipline; rather is grounds for immediate suspension and/or termination. Human Resources will review all disciplinary action prior to execution. An employee subject to disciplinary action will be given the opportunity to have union representation present. Written disciplinary action presented to the employee will be provided to the union upon the request of the employee. A suspended or discharged employee will be furnished a suspension discharge notice in writing, setting forth the precise charge(s) which caused this action. For employees discharged, terminated or who otherwise resign, wages will be paid on the next regular pay day and keys, badges, passes, and company property will be surrendered at the time of discharge, termination, or resignation.

#### ARTICLE 11 - Layoff

In the event it becomes necessary to lay-off employees in the classification of labor covered by the Agreement, employees shall be selected based on seniority, qualifications, and performance record. Where its determined performance and other factors are essentially equal, the employee with the greatest length of service shall be retained. Vacancies occurring after a layoff will be filled pursuant to Article 12. Laid off employees will be allowed to submit an application and current resume through the online application system by the internal closing date for any posted vacancy within the bargaining unit. The most qualified candidate will be hired for open positions in accordance with Article 12.

### ARTICLE 12 - Job Vacancies/Hiring of Employees

The company will attempt to fulfill job vacancies by posting opportunities internally prior to posting externally. For vacancies within a classification covered by this Agreement interested employees are required to submit an application and current resume through the online application system by the internal closing date. Based on a review of qualifications; skills, knowledge, abilities, experience and educational background, matching the essential requirements and functions of the posted job, the interested employee will be considered for the position. The most qualified candidate, as determined by the Company, will be hired for open positions. Promotions or transfers outside the bargaining unit are not subject to this Article.

#### ARTICLE 13 - Leaves

Section 1. Leave Without Pay: Leave without pay (LWP) may be requested once an employee has exhausted all available accrued leave. LWP for union business does not require the employee to exhaust available accrued leave but must be in writing from the union representative providing justification for the request. The request must be submitted to the employee's supervisor for approval as soon as practical. Employees who are away for a period longer than the term of the leave of absence without the Company granting an extension, or who accept employment elsewhere, shall be considered to have voluntarily terminated their employment.

LWP shall not cause a change in seniority date. However, there shall be no accrual of benefits, no holiday pay for any holiday that falls during the period of leave, and no payment of wages/fringe benefits. Employees on a LWP may continue their medical insurance in accordance with the official plan documents and/or policy. LWP may be denied due to operational requirements.

Section 2. Military Leave: The Company complies with all the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") which mandates both job and benefit protections for workers who serve in the military. Under USERRA, an employee who has been absent from work due to service in the uniformed services has certain reemployment (or reinstatement) rights. Provided the employee's absence does not exceed applicable statutory limitations, the employee will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Section 3. Family and Medical Leave Act: The Company provides Family and Medical Leave Act (FMLA) leave to eligible employees for qualifying situations. Refer to the Company policy for details.

#### ARTICLE 14 - Job Injury

The Company will comply with the Workers Compensation Act of New Mexico.

#### ARTICLE 15 - Safety and Health Rules and Equipment

The Company shall continue to make reasonable provisions for the safety and health of employees during their hours of employment, including providing employees with an annual environmental exposure screening. Employees shall take personal responsibility for their own safety by complying with all environmental, safety, and health rules established by the Company.

### ARTICLE 16 - Site Safety / Security

Company and Union agree to adhere to security and safety regulations as may be adopted from time to time.

#### ARTICLE 17 - Job Classifications

When the Company establishes a new or revised classification the Company and Union will meet to negotiate a wage rate. Agreement on the wage rate will usually be accomplished prior to filling the classification unless an urgent operational need exists.

#### ARTICLE 18 - Davis-Bacon and Service Contract Act

Section 1. The Company and the Union recognize that work performed by employees covered by this Agreement may fall under either the Service Contract Act or Davis-Bacon Act. When the work is Davis-Bacon work, the Company will pay the appropriate wage determination.

#### ARTICLE 19 - Bargaining Unit Work

Supervisors may perform work in emergency situations or in instruction or training situations. An emergency is defined as an unforeseen set of circumstances requiring immediate action.

#### ARTICLE 20 - No Strikes - No Lockouts

Section 1. The union agrees that it shall not cause interruptions in, or impediments to, the Employer's operations nor shall there be any stoppages, strikes, sympathy strikes, or lockouts on the part of theCompany during the life of this Agreement arising out of disputes or grievances. Disputes and grievances shall be peacefully resolved under the grievance procedure provided in this Agreement. The Company agrees not to lock out employees while this Agreement is in effect, and the employees and Union agree they will not cause or call a strike, slowdown, sit-down, stay in, walkout, stoppage of work, or interference with work or picket the Company's operations.

Section 2. The Union agrees that in the event of any unauthorized strikes, slowdowns, walkouts, picket or any other unauthorized acts of the employees of the Employer, or of the Union or official thereof, the Union and the Union's Stewards shall promptly undertake all reasonably necessary actions to induce employees to return to their jobs and to process any dispute under Article 8. Any employee or employees who violate the terms of this Article shall be subject to immediate discharge by the Company.

#### ARTICLE 21 - Postings and Bulletin Boards

The Company will provide at one (1) bulletin board for Union use to post notices. No other distribution or posting by the Union, or by bargaining unit employees of advertising or political material notices, or other kinds of literature on the Company's or Government property is allowed. No notices may disparage the Company, its management, other employees or the Client.

#### **ARTICLE 22 - General Savings Clause**

If any provision of this Agreement is found to be in violation of the law, the parties will meet to discuss modifying the provision for compliance. The remainder of the Agreement shall be in full force and effect.

#### ARTICLE 23 - Bereavement

A regular full-time employee who has completed his/her introductory period is eligible to receive bereavement leave in the event of the death of an immediate family member. Up to three (3) days leave at straight time pay will be paid upon submission of verification that the family member has passed. An additional two (2) days paid leave at straight time will, upon submission of verification, be allowed for travel outside of a five hundred (500) mile radius of Kirtland AFB. Immediate family is defined as spouse, child, mother, father, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.

If funeral arrangements are delayed due to gathering restrictions, the employee may ask for a bereavement extension (passed thirty (30) days of the relatives passing) starting when and where the funeral is taking place.

#### ARTICLE 24 - Jury and Witness Duty Leave

A full-time employee absent from work due to required jury duty or a subpoena as a witness will be paid for lost hours at his/her applicable current straight time base rate, up to a maximum of eight (8) hours per day, for each regular workday for which the government body summons the employee.

To be eligible for jury or witness duty leave with pay, an employee must present the notice or subpoena to his/her supervisor in advance of the required leave. Additionally, the employee must obtain from the clerk of the court a certification of the time spent and present the certification to his/her supervisor. Jury and witness duty leave pay will be authorized following receipt of evidence of service. Any amounts paid to the employee for such service for fulfilling these duties shall be remitted to the Company. Employees will endorse the check from the court system, or other summoning body, to the Company, and submit it to Human Resources, who will forward it to Corporate Treasury.

The reimbursement for jury or witness duty leave shall not exceed ten (10) paid days (80 hours) each calendar year, unless otherwise required by applicable law. The employee must use vacation or time off without pay for any time required beyond eighty (80) hours, except where prohibited by law. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation and holiday pay. However, leave while on jury duty will not be counted as hours worked for the purpose of computing overtime.

Unless prohibited by law, an employee is not entitled to pay under this section in circumstances where the employee: (1) is called as a witness against the Company or its interests, (2) is called as a witness on his/her own behalf in an action in which he/she is a party, (3) voluntarily seeks to testify as a witness, or (4) is a witness on a case arising from or related to his/her outside employment or outside business activities.

### ARTICLE 25 – Vacation and Sick

Continuous years of serviceWeeks of VacationVacation Allotment1 Year but less than 5Two Weeks80 Hours5 Years but less than 10Three Weeks120 Hours10 Years or moreFour Weeks160 Hours

Each employee covered hereby shall be allotted vacation hours as follows:

Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted. Prior to the next vacation allotment unused vacation will be paid to the employee in the pay period following their annual continuous service date. Vacation pay shall be computed at the employee's straight time hourly rate at the time of vacation or the vacation payout. Vacation must be requested and scheduled in advance; insofar as practical, the company will approve the vacation as requested by eligible employees. Operational requirements will determine whether vacation will be allowed at on the dates requested. Vacation may be taken in one (1) hour increments.

The Company will grant forty (40) hours of paid sick leave to each employee the first pay week of January 1 of each year. Sick leave will not carry over from year to year and will not be payable upon termination if it is unused. After two (2) consecutive days of use of sick, the employer may request medical release to return work.

For the year of 2022 only, the Company will grant twenty-four (24) hours of paid sick leave to each employee in the first full pay period after June 1<sup>st</sup>, 2022.

#### ARTICLE 26 - Holidays

Only federal holidays recognized, observed and incorporated into the KEOS contract by theGovernment at Kirtland AFB will be considered holidays for purposes of this Agreement. Normally, those holidays include the following:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day / Indigenous Peoples' Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas
Juneteenth	

Employees will receive pay for hours commensurate with his/her standard workday for each non-worked holiday. Employees who work on a holiday will receive their holiday pay in addition to time and a half for all hours worked on the holiday. Regular employees musthave one day of paid hours in the workweek in which the holiday falls to be eligible for holidaypay.

#### ARTICLE 27 - Licensing, Certification, and Training

Employees are responsible for maintaining all licenses and certifications required to perform the work for which he/she was hired. As such it is understood training may be required to ensure this occurs. The employer will reimburse the employee no later than the next (2) pay periods, after proper submission by employee for reimbursement, for the reasonable and necessary costs associated with refresher/recertification training to keep and maintain required licenses and/or certifications. The Company agrees to provide clear written instructions and documents required for reimbursement. It is incumbent upon the employee to identify the required classes and obtain the training with the knowledge and permission of his/her supervisor. Upon submission of the evidence of successful completion of training to the Human Resources Manager, the company will reimburse the employee for the reasonable and necessary costs of the refresher/certificationtraining.

Where changes or modifications made by the Government in facility systems and equipment result in new training requirements and/or certifications to perform job requirements, the employee will immediately notify his/her supervisor, provide documentation supporting the change, and request training on the new systems or equipment.

### ARTICLE 28 - Travel Reimbursement

In the event an employee is required to travel for the company as part of their job duties, associated reasonable and necessary costs will be reimbursed in accordance with the existing Company travel policy. It is understood that the company travel policy will remain in compliance with the federal government joint travel regulations in effect at the time of travel.

#### ARTICLE 29 - Uniform Allotment and Maintenance

The Company will continue to furnish uniforms and maintain such uniforms for those employees who are required to wear uniforms in performance of their duties. At the beginning of employment with the Company, the employee will be reimbursed for safety shoes or boots necessary for job performance up to a maximum of \$125.00. Using the Company account, work footwear will be purchased from the Red Wing Shoe Company, which offers a warranty on such footwear. In the event and as a result of job performance, should the employee need to replace damaged footwear, the employee will provide evidence of the damaged boots and the receipt for the replacement. Acceptable evidence of damage beyond repair will be an unserviceable notice from Red Wing. Reimbursement of damaged boots shall be up to a maximum of \$125.00. No more than two pairs of appropriate safety shoes or boots will be replaced by the Company over a two (2) year period.

Safety equipment required to perform the job will be provided at no cost to the employee. A winter weather coat will be provided to the employee for outdoor operations. Maintenance of the coat is the responsibility of the employee.

#### ARTICLE 30 - Workday, Workweek, and Overtime

The payroll week consists of seven (7) consecutive twenty-four (24) hour periods beginning at 00:00:01 a.m., Saturday and ending at 12:00:00 a.m. the following Friday and employees will be paid in a weekly basis. The regular workweek shall consist of five (5) consecutive workdays within a payroll week, normally Mondaythrough Friday. A workday is defined as eight (8) hours, excluding a one (1) hour unpaid lunch period, within any given 24 hour period. A fifteen (15) minute break will be permitted in both the first and second half of each 8 hour work period.

Changes to the regular workweek may be made at any time as dictated by operational requirements. There shall be no guarantee of overtime or a certain number of hours worked per workweek.

When overtime work is required, the Company agrees to assign overtime among senior employees by classification. For overtime work occurring at the end of a shift, the Company will give as much notice as possible.

Overtime will be calculated in accordance with New Mexico and Federal law. Overtime must be approved by the Project Manager prior to the overtime being worked. Overtime hours worked whether approved or not shall be paid, but working unapproved overtime may result in disciplinary action.

#### ARTICLE 31 - Call In/Back and Standby

Call in/back pay will be provided to an employee who is called outside his/her normal scheduled hours to perform work for the company. An employee will receive compensation equivalent to two (2) hours pay at his/her applicable rate of pay for responding to a call; however, only hours actually worked will be used for the purposes of determining overtime. Time worked will include travel time in responding to the work location and returning to his/her residence.

A company representative will schedule employees for standby. An employee so designated shall be capable of performing the assigned work and will be assigned on the basis of a rotational roster. An employee designated as being on standby shall be reachable by a Company issued cell phone and remain within a reasonable distance of the work site. In the event that the use of asignal device is not possible, the employee on standby shall leave a telephone number wherehe/she can be reached by the Company and shall inform the Company of a phone number where he/she can be reached in the event of a change in location.

Report time to the work site shall be no greater than two (2) hours from the time notification is made. A standby period shall consist of the time period beginning at the end of the employee's work shift on Friday and end at the beginning of his/her shift on the following Friday. An employee designated to be on standby shall be paid fourteen dollars (\$14) per day for performing dutieson standby. Should the designated standby employee be unable to meet the report time requirement for any reason, it is incumbent upon him/her to coordinate a backup to satisfy the call in/out requirement. Should an employee fail to respond as required by this provision, he/shewill be required to forfeit his/her standby pay for that week and will be subject to disciplinary action.

#### ARTICLE 32 - Health and Welfare Benefits

The Company will provide a Health and Welfare (H&W) allowance for all health and welfare benefits (medical, dental, vision, or any other benefits associated with health and welfare) in accordance with the below chart on hours paid, up to 40 hours per regular workweek. The Companywill provide group life, accidental death and dismemberment, and disability benefits for eligiblefull time employees. The health and welfare benefit allowance will be based on the below table and will be effective the first full pay period following thedate indicated:

6/1/2022	6/1/2023	6/1/2024	6/1/2025
\$4.52	\$4.62	\$4.72	\$4.82

Full-Time Employees have the opportunity to purchase the company Health and WelfarePlan at 100% of the cost of the coverage. The employee would receive the H&W allowance above and be allowed to purchase the medical at 100% of the cost using the allowance to offsetthe cost.

The employee would be paid any remaining difference between the allowance and the actual cost of the coverage directly into the employee's paycheck. In the event the H&W allowance does not cover the cost of the premium the balance will be deducted from employee's paycheck. H&W allowances will not be paid on vacation payouts upon termination, or in the event a vacation payout option is offered.

#### ARTICLE 33 - Retirement

Employees will be allowed to participate in the Company 401(k) plan. Employee contributions to the plan will be matched 50% on the first 6% of base annual earnings.

The IUE-CWA Pension Plan is in the process of developing an "Adaptive Pension Plan" whereby the withdrawal liability under this plan would be transferred to a successor contractor in full when and if the Company loses the contract due to recompete or othergovernment decision. Should this plan be approved by the Pension Benefit Guaranty Corporation (PBGC) and subsequently implemented by the IUE-CWA, and if the Company's General Counsel has reviewed the plan and determines the company wouldhave no withdrawal liability or risk, the Company and the Union agree to meet and discuss the terms of adding the plan.

#### ARTICLE 34 – Tuition Assistance

Employees are eligible to receive tuition assistance inaccordance with the company policy and employees will receive information about the policy upon hiring.

#### ARTICLE 35 - Union Payroll Deduction

Section 1. Upon written request from and employee, the Company will deduct Union dues of each employee covered by this Agreement who individually and voluntarily authorizes the Company to make such deductions. Dues will be deducted from an employee's wages each week, a sum specified by the Union. Said employee's Union dues will be remitted to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made within a reasonable period of time. Once the funds are remitted to the Union, the Union has sole discretion and responsibility for their use and disposition. Dues/Agency Fees Deduction Authorization forms will be furnished by the Union in the form and content approved in advance by the Company.

Section 2. Employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of employment is not met, the employee's employment shall be terminated and such discharge shall be deemed to be for just cause provided such action is permissible by the N.L.R.B., State Law, and federal and state court decisions relating to Agency shop requirements. Membership in the Union is not compulsory employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. However, no defaulting employee shall be discharged by The Company for non-payment of dues/fees unless and until the Company determines that such discharge will not reduce its staffing level below a level required by the Company to meet contract obligations with the United States Air Force for Kirtland Air Force Base. The Company will make a good faith effort to promptly make such determination. The parties agree to meet and confer before such determination is finalized; and if necessary, the Company will make a good faith effort to procure (by transfer, reassignment, or new hire and by appropriate training as is reasonably necessary for) a replacement for the defaulting employee.

Section 3. Each employee in the bargaining unit shall, beginning on the 31ST day following the execution of this agreement or the 31ST day following his/her employment, rehire, reinstatement, reemployment, recall, transfer, or regression into the bargaining unit shall elect to either, as a condition of continued employment in the bargaining unit, execute and deliver to the

Company (with a copy to the Union) a Dues/Agency Fees Deduction Authorization as provided for in this Article that shall authorize the Company to deduct from the employee's pay an amount of money equal to either the Union's regular, uniform and usual monthly Union dues or Agency fees in the amount designated by the Union, to be remitted to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO, CLC as set forth in this Article. It is understood that Union dues or Agency fees are due and payable on the first two (2) pay periods of each month. Employees must use the Dues / Agency Fees Deduction Authorization and shall be deemed to have met their obligation under this Article when the Company properly deducts dues from their paycheck on the first two (2) pay periods of each month. The provisions of this subsection shall apply unless such arrangement is deemed impermissible by the N.L.R.B., state or federal law or court decision.

Section 4. Any employee within the bargaining unit who is required to contribute to the Union as provided for in Section 3.3(b) of this Article and who is subsequently transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.

Section 5. No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Company's active payroll including layoff.

Section 6. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken in good faith by the Company for the purpose of complying with any of the provisions of this Article, including providing legal representation for the Company at the Union's expense in responding to such claim, action or proceeding, provided the Company has met its obligations under the terms of this Article.

#### ARTICLE 36 - Complete Agreement

Section 1. The Parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining arena and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the Parties for the term of this Agreement and no further negotiations are required except as specifically set forth in this Agreement.

Section 2. Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be by mutual agreement of both parties in writing. Any agreements, amendments or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and signed by both parties and, where applicable, Air Force Contracting amendment to the prime contract.

#### ARTICLE 37 - Duration and Termination

This Agreement shall be effective May 31, 2022 and shall continue in full force and effect through midnight, June 1, 2026, and will be automatically renewed from year to year, unless the party desiring termination or modification of the agreement notifies the other party at least sixty (60) calendar days prior to the expiration date of the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

NetCentric Technology, LLC

Kevin Smiley Group VP & GM Infrastructure **Operations Support** 

Jason Yates **KEOS Site Manager** 

International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers - CWA, AFL-CIO

Eric Benjamin **IUE-CWA Staff Representative** 

Nathan Gonzales Steward

Melissa Longuil Director, Labor Relations

Jeremiah O'Connell Steward

**Ricardo Macias** Member

Steven Henson

Secretary-Treasurer IUE-CWA 7011

#### Appendix A. Wages

Section 1: The Company and the Union agree to the following position titles and wage rates for each. Pay increases are effective the first full pay period following the date indicated:

Title	9/1/2021	6/1/2022	6/1/2023	6/1/2024	6/1/2025
Plumber	\$31.48	\$32.74	\$33.89	\$35.07	\$36.12
Fuel System Mechanic	\$31.48	\$32.74	\$33.89	\$35.07	\$36.12

Any employee selected by Company to perform a lead function shall receive four dollar (\$4.00) per hour in addition to their regular straight-time base rate of pay for all hours worked as lead.

It is agreed that the Company will use Lead employees only in those shops and locations and for such time periods as the Company deems appropriate and necessary. Lead positions must be filled by qualified employees and for that reason may not necessarily be filled in seniority order. Leads will be appointed and notified by email by the Company.

Position requirements are detailed as follows:

The Fuel System Mechanic maintains, operates, inspects, and repairs fuel storage and distribution systems, control systems, sensing system and ancillary components comprising the Kirtland AFB fuels systems which include liquid fuel storage distribution and dispensing systems, ground product fuel and dispensing systems, above ground and underground tanks, tank vaults, automatic tank monitoring systems, and compressed natural gas (CNG) systems. The Fuel System Mechanic has extensive knowledge and experience with UFC 3-460-03as a basis for performing this job function and other Air Force Technical Orders and base fuels requirements and is responsible for inspecting fuel receiving, storage, and distribution facilities to detect and correct leakage, corrosion, faulty fittings, and malfunction of mechanical or electrical devices, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects and repairs electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment. Lubricates and repacks valves. Lubricates

pumps, replaces gaskets, and seals and corrects pumping equipment misalignment. Cleans strainers and filters, services water separators, and checks meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and pressure relief valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Maintains and repairs all types of pipe and pipefittings to include layout of work, measuring and positioning pipe from drawings or specifications, cutting pipe to length using various methods, threading and installation of pipe via various pipe assembly methods. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Maintains record of inspections and repairs. The Fuel System Mechanic is HAZMAT Technician Level Responder Certified and performs duties as a member of the CBRNE/HAZMAT Responseforce within the Emergency Management requirements at Kirtland AFB. The Fuel System Mechanic will maintain the appropriate license to work in the state of New Mexico for the systems and equipment being maintained. As certification requirements change for the workperformed by this classification the Fuel System Mechanic will be required to obtain and maintain that certification or license to meet job requirements. The license and certification requirements for this position include, but are not limited to the following; petroleum tank custodian certification, HAZMAT Technician Level certification, Aims Stars Fuel Tank Program certification, Flight Line Competency certification, MAJCOM TES certification or an API Tank Entry Supervisor (TES) Certification, others as required for performance. All certifications are tobe current to include all medical and physical requirements for the certification of the individual must be able to obtain the necessary license and/or certifications within 6 months of hire.

The Plumber assembles, installs, repairs, and maintains water, gas or other types of pipe and pipefitting including fittings and fixtures for heating, water, and drainage systems, according to specifications and plumbing codes, studies building plans, drawings or working drawings, and other written specifications, lays out the work for positioning of the pipe and determines work aids required, and sequence of installations. This worker inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe, and locates and marks position of pipe and pipe connections and passage holes for pipes in walls and floors. This worker cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools, cuts and threads pipe, using pipe cutters, cutting torch, and pipe-threading equipment, bends pipe to required angle by use of pipe bending equipment. The Plumber will conduct backflow prevention device testing and certification recording results and maintaining records of all testing as required for the State and other governmental documentation. The Plumber assembles and installs valves, pipefittings, and pipes composed of metals, such as iron, steel, brass and lead, and nonmetals, such as glass, vitrified clay, and plastic. This position joins or assembles pipe by useof screws, bolts, fittings, solder, plastic solvent, and caulks joints, and fastens pipes with hangers, straps, or other means of securing the pipe, makes standard shop computations relating to pressures, flow and size of the pipe required, fills pipe system with water or air and reads pressure gauges to determine whether system is leaking and makes other standard test determining whether finished pipes meet specifications. The Plumber installs and repairsplumbing fixtures to include, but are not limited to, such items as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. This position repairs and maintains plumbing systems as necessary to return the system to full operational capability so that it may perform as originally designed. The Plumber will be required to perform cleaning of the work area to include but not be limited to the removal of water, soil, debris, resulting from leaks, spills, plumbing system breaks or backups, storm/fire/smoke damage, and weather conditions, human waste/body fluids (i.e., vomit, feces,

urine, and blood, etc.) all such waste shall be sealed and discarded in accordance with OSHA standards. The Plumber is HAZMAT Technician Level Responder Certified and performsduties as a member of the CBRNE/HAZMAT Response force within the Emergency Management requirements at Kirtland AFB. The Plumber will maintain the appropriate license to work in the state of New Mexico requirements for this position to include a current State of New Mexico Backflow Certification IAW Public Law 93-523 Safe Drinking Water Act, New Mexico licensure (MS-12J and MS-14J) as defined under the appropriate New Mexico Administrative Code for fire suppression systems maintained on Kirtland AFB, and other certifications needed to effectively work on installed facility systems and equipment. As certification requirements change for the work performed by this classification the Plumber will be required to obtain and maintain that certification or license to meet job requirements. The Plumber will perform other duties as assigned or required.

## Appendix B. Payroll Deduction Authorization Form

A form similar to the following will be used for authorization by the member to have dues withheld from their payroll.

EMPLOYEE AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES FOR IUE, THE INDUSTRIAL DIVISION OF CWA						
(Last Name)		(First Name)	(Dept.)	(Local)	(Social Security Number)	
(Work Locality)			(City or Town)	(State)	(Zip Code)	
Beginning In	,		I hereby authorize		to deduct from the	
	(Month)	(Year)	5	Employer		
compensation due me each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary- Treasurer of the Local. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the Current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.						
		(Date	e)	(Signature	of Employee Authorizing Deduction)	
			e as charitable contribut ect to various restrictions		tax purposes. Dues and agency fees, al Revenue Code.	