

LOGISTICS SERVICES CONTRACT  
MARSHALL SPACE FLIGHT CENTER

COLLECTIVE BARGAINING AGREEMENT

Between

L&M TECHNOLOGIES, INC.

And

THE COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, LOCAL 3905



*September 1, 2021*

*THROUGH*

*August 31, 2023*

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## **PREAMBLE**

This Agreement, dated September 1, 2021 through August 31, 2023 between L&M Technologies, Inc. ("L&M") (hereinafter referred to as "the Company" or "L&M") and the Communications Workers of America, Local 3905 (hereinafter referred to as "the Union").

WHEREAS, the Union is the exclusive bargaining agent of certain employees of the Company, and

WHEREAS, the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours, and other conditions of employment, and

WHEREAS, the parties desire to reduce the Agreement to writing.

WHEREAS, the parties have resolved all differences between them and the union withdraws all outstanding grievances with prejudice and represents and warrants that it is unaware of any other current practice of the Company that will result in a grievance going forward.

THEREFORE, in consideration of the mutual determinations made in negotiation, the parties agree to the provisions set forth in this document.

## **ARTICLE 1-TERMS of AGREEMENT**

For the purpose of this Agreement, "employees" refers only to those persons who are employed by the Company and within the Bargaining Unit defined in the recognition clause. The following employees are excluded from the above Bargaining Unit: professional and administrative employees, temporary, and temporary part-time employees (except as specifically provided for), office clerical employees, all managers, and other supervisors as defined in the National Labor Relations Act.

This Agreement shall only be modified in a written document signed by authorized Representatives of the Company and the Union. This Agreement and such modifications are binding on the Bargaining Unit Employees, the Company, and the Union. This Agreement contains all subject matter and stipulations agreed upon between the parties and no amendments or modifications to this Agreement can be made except when mutually agreed upon in writing by both parties.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Company has exclusive authority to lead and manage the work force. This authority includes the right to determine the size and composition of the work force; establish physical and mental requirements for work performance; assign work and work shifts; ensure productivity of each employee, redirect their work to the greatest need as required; hire, transfer, promote, discipline, suspend, or discharge for cause any employee; and layoff employees for legitimate reasons such as reduction in workload. It also includes the right to manage facilities; control and regulate equipment and other property; establish and implement policies and procedures that govern the work and work force; determine the products and services to be provided; determine the processes to be followed in providing products and services and administering these activities; and other functions common to the exercise of leadership and management responsibilities. In exercising its authority and rights, the Company will honor the provisions of this Agreement and ensure equitable treatment of Union employees. The Company may utilize subcontractors when deemed necessary, provided they do not displace members of the bargaining unit who are currently employed and informs the Union in advance.

Any and all of the rights and powers the Company had before entering this Agreement are retained by the Company, except as specifically abridged or modified herein.

### **ARTICLE 3 - SUCCESSOR CLAUSE**

The provisions of this Agreement shall be binding upon the Company and its assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership, or management of the Company. It being the intent of this Article to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this Bargaining Unit.

### **ARTICLE 4 - UNION SECURITY and RIGHTS of EMPLOYEES**

Section 1. It shall be a condition of employment that the employees covered by this Agreement who are not a member of the Union on the thirtieth (30th) day from the date of this Agreement or from the date of their employment shall pay monthly to the Union by authorized payroll deduction an amount equivalent to all regular Union dues and assessments as a service fee to the Union.

Section 2. The following provisions apply to the payment of union dues:

- a) Employee deductions pursuant to this Article will be made from their net earnings each payday. The Communications Workers of America Secretary-Treasurer's Office will determine the deduction amount based on Communications Workers of America National Convention decisions.
- b) An employee's authorization shall be canceled for the following reasons:
  - 1) Termination of employment and official notice sent to the Local Union President and Local Treasurer.
  - 2) Unpaid leave of absence in excess of thirty (30) calendar days.
  - 3) Promotion or transfer to a job not covered by this Agreement.
- c) The employee's authorization shall be automatically reinstated after a return from a leave of absence or return to a job in the Bargaining Unit. The Union shall give the calculation of any retroactive dues owed by the employee to the Company to be deducted.
- d) In the event an employee does not have sufficient earnings to cover the deduction for that pay period, the Company shall make such deduction from the earnings due the employee on the next regular payday.

Section 3. The Company will remit dues once a month to the National Union no later than fifteen (15) days following the last payday of the month on which the deductions were made.

Section 4. Any change in the amount of monthly union dues will be certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This certification shall become effective the first day of the month following the date the Company received such certification.

Section 5. The Union agrees to defend and indemnify and hold the Company harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs and expenses in any manner arising out of or connected with action by the Company taken pursuant to the provisions of this Article.

Section 6. The Company agrees to supply the National and Local Union, upon request, with a list of all employees in the Bargaining Unit. This list will indicate the employee's name, sex, last four digits of the social security number, along with their payroll number, address, telephone number, job classification, hourly rate of pay, work location, supervisor to whom the employee reports, whether or not a properly executed dues deduction card is on file, and the amount of dues deducted. Dues and accompanying reports shall be forwarded to Rita Brown at [rbrown@cwa-union.org](mailto:rbrown@cwa-union.org) or mailed to CWA Dues Department, Attention Rita Brown, 501 Third Street NW, Washington, DC 79176. The Union is responsible for informing the Company of any change in the dues remittance address.

- a) The Local Union will be notified of any status of employment change such as hiring, termination, suspension, transfers, etc.
- b) The Company agrees to notify the Union President of such employment changes by e-mail.

Section 7. The Company will not interfere with, restrain, intimidate, or coerce any of its employees because of membership in the Union.

## **ARTICLE 5 - SENIORITY**

Section 1. Employee seniority dates will be based on continuous employment and measured from one of the following starting points:

- a) Newly hired by the Company.
- b) Initial date of employment with predecessor contractor(s).
- c) Entry into the Bargaining Unit from excluded position or management. All time while in an excluded position or management shall not count toward the purposes of seniority and shall be excluded.

Except as otherwise provided within this Agreement, an employee on layoff or approved leave of absence will continue to accumulate seniority for purposes of reinstatement. In the application of the principles of seniority as provided in this Agreement, the employee involved must be qualified to perform the work involved. In all cases of decrease in the workforce within the Bargaining Unit, recall, shift preference, promotion, or transfer, preference shall be given to employees with the greatest length of seniority where the relative experience, past job performance, skill, and ability of the employee and qualifications of the employees to perform the work are equal.

The Company may deviate in the application of principles in this section when it is necessary to hire, retain, or transfer employees who have the ability and qualification to perform all of the job duties of work involved, when the Company assumes new contracts, or for scheduled expansion, provided seniority employees do not have the required ability and qualifications to perform all of the work involved. This right to hire, retain, or transfer employees will also apply to students or graduates of technical and professional schools.

Section 2. The following provisions apply to seniority computations:

- a) If there has been a break in an employee's service record as provided in Section 3 of this article, then seniority shall be computed from the most recent rehiring date.

- b) In the event more than one employee is hired on the same date, relative seniority between such employees will be established by the last four digits of the social security number, the lowest number having preference.
- c) A new employee shall not acquire any seniority under this Agreement until completion of 90 calendar days of continuous service. Any dismissal from employment prior to the end of the 90<sup>th</sup> day shall not be made the basis of a claim or grievance against the Company and there shall be no obligation on the part of the Company to retain or re-employ such probationary employee.
- d) If a probationary employee is granted a leave of absence or is absent in excess of a cumulative total of 5 work days during the probationary period, the effective date of acquiring seniority will be postponed by a period of time no longer than the employee has been absent or on leave.

Section 3. An employee's continuous service record shall be considered broken and all rights under this Agreement forfeited except as otherwise specifically provided herein when the employee:

- a) Quits or retires
- b) Is discharged
- c) Fails to notify the Company within 5 working days of receipt of recall notice sent by the Company by certified mail. It shall be the employees' responsibility to keep the Human Resources Department advised of their current address. In the event employees notify the Company within these time limits of their intention to return to work, they shall be granted up to 10 working days to report to work if requested.
- d) Does not report to work within 10 working days after notifying the Company of intent to return.
- e) Is absent for 3 consecutive working days without reporting to the Company while absent a reason which is sufficient to justify such absence; otherwise such absence shall constitute a voluntary termination. Such 3 day period shall commence on the next working day after the employee's reason for absence is last reported. Compliance with this paragraph is not to be construed to mean that excessive absenteeism will be tolerated.
- f) Is absent due to layoff or disability for a period equal to length of continuous service with the Company at the time such layoff began, but in no event in excess of 2 years.

Section 4. The unit for the application of seniority principles shall be by job classification as referred to in Article 20.

Section 5. Employees hired directly by the Company as temporaries for the purpose of filling jobs for a period of time, not to exceed 6 months, shall not accumulate seniority. However, if the employee changes status from temporary to regular, the employee's seniority will commence from the date of original hire. The employee will begin to accrue leave on a go-forward basis (no retro) upon changing to regular status. Temporary employees will be eligible for holiday pay in accordance with Article 14 of this Agreement.

## **ARTICLE 6 - LAYOFF and RECALL**

Section 1. Layoffs Layoffs shall be governed by the following procedure:

- a) Temporary, probationary, and part-time employees in the affected job classification shall be laid off first.

- b) Employees with the least seniority within the affected job classification will be laid off next.
- c) Employees scheduled to be laid off may exercise their seniority rights by displacing the least senior employee in an equal or lower job classification, provided they are qualified according to Company records or are able to prove they are equally qualified to perform the job.
- d) This procedure shall continue until employees are placed in a job or laid off.
- e) Employees scheduled for layoff that bump into another position shall receive their present rate of pay or the maximum rate of the new job to which they are subsequently assigned, whichever is less.
- f) Employees displaced more than one rate range shall have the option of taking a layoff.
- g) In decreasing the work force, the Company will give laid-off employees 48 hours notice or more whenever possible.
- h) Temporary positions not to exceed ninety (90) days will not be considered vacancies for regular employees.

Section 2. Recall Employees who have been laid off shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the job in question, subject to the following procedures:

- a) Employees who have been laid off for a period not exceeding 24 months or their length of seniority whichever is lesser, shall be entitled to recall in seniority order to each vacancy that arises in a job for which they are qualified.
- b) If laid-off employees decline recall to a job vacancy more than one rate range lower than the one occupied at the time of lay-off, the Company shall only be obligated to offer them recall to a job of like status or pay at the same or within one rate range lower than the job they occupied at the time of layoff.
- c) Employees who do not accept recall to a job in the same rate range or one rate range lower than the job they held at the time of layoff will be considered as terminating their employment. Their name will be permanently removed from the recall list.
- d) Employees who are recalled to their former jobs after being laid off shall be returned at the same rate they were paid at the time of layoff or the minimum rate of the classification, whichever is greater.
- e) Employees subject to layoff at a higher classification and who have chosen to accept a lower rated classification will be eligible to move back into their former classification within 24 months when a vacancy exists at their former rate of pay plus any increases they would have received had the layoff not occurred.
- f) The Company may require physical examinations upon recall from indefinite layoff to determine employee ability and fitness to perform the duties of the job to which they are recalled.
- g) In the event temporary job vacancies occur and there are laid-off employees with rights to such jobs they will be recalled to fill the temporary vacancies in accordance with Article 5, Section 1. If these employees refuse recall to temporary vacancies, they will not lose their recall rights. If it is necessary for the Company to hire temporary employees to fill these vacancies, the temporary

employees may retain the positions until they are eliminated or become regular positions. If temporary positions become regular positions, they will be offered to regular employees in accordance with the provisions of this Article.

- h) Temporary employees do not have recall rights.

## **ARTICLE 7 - SHIFT PREFERENCE**

Section 1. The Company and the Union agree to the principle that shift preference for available jobs should be given to the most senior qualified employees when an opening occurs. It is recognized, however, that it is impossible to operate the facility efficiently with length of service as the sole determining factor in shift assignment. Any shift assignment made by reason of shift preference shall be by classification and by department.

Section 2. If employees are transferred from one department to another or from one classification to another, they shall remain on the same shift, business needs and seniority permitting, provided they are on the shift of choice just prior to said assignment or reclassification.

Section 3. The provisions of this section shall have no application to probationary, temporary, or part-time employees; but when probationary employees have completed their probationary period, they will be subject to being bumped by senior employees in the same classification and in the same department provided such senior employees requested shift assignment at the appropriate time set forth in this Article. No regular Bargaining Unit employee will be denied the shift of choice in order to make a place for a temporary employee in the same classification and department.

Section 4. Business needs and seniority permitting, employees may request in writing their shift preference for work within the same classification and within the same department beginning with the effective date of this Agreement and when a vacancy occurs.

## **ARTICLE 8- TRANSFER**

Section 1. The following provisions apply to the transfer process:

- a) The Company may transfer an employee from one classification or department to another provided there are no qualified employees who have recall rights in that classification, and provided the employee is agreeable to the transfer. Said transfers will be offered starting with the most senior qualified person. If no qualified employee is agreeable to the proposed transfer, the qualified employee having the lowest seniority in the classification will then be transferred.
- b) The Company may transfer an employee temporarily from one classification, department, or job assignment to another for periods of 40 consecutive work days or less. Such transfers would be offered in the order of seniority provided that employee has the ability and fitness to perform the job with minimal instruction. If there were no volunteers, the employee (qualified as above) having the lowest seniority in the classification would then be transferred.
- c) The employee may continue to work in classification or department to which he was temporarily assigned for more than 40 consecutive days, by mutual agreement with the Union.
- d) If the employee is temporarily assigned to work in a job classification with a higher rate, the employee will receive the higher rate for actual time worked. If the employee is temporarily assigned to work in a job classification with a lower rate, the employee will retain their current rate of pay for actual time worked.



- e) This Article does not preclude the assignment of employees to higher job classifications for the purpose of evaluation for promotion consideration.
- f) When a NASA directed mission or test is involved, beyond normal operations, such temporary transfer may be extended for the duration of the mission or test.

Section 2. Employees transferred to a job outside the collective Bargaining Unit and later returned to the Unit will continue to accumulate seniority for a maximum of 1 year while working outside the Unit. When transferred back, the employees will be assigned to a position commensurate with their seniority, experience, and qualifications. Employees transferred to Supervisory jobs and subsequently returned to Bargaining Unit jobs within one year are eligible for the seniority provisions of this Agreement. After one year, these employees will retain seniority rights relating to all benefits, but will be considered new hires in the Bargaining Unit for purposes of promotion, layoff, recall, and bumping.

Section 3. The following provisions apply to temporary employment:

- a) Temporary employees may be hired for the purpose of filling jobs for a period of time, not to exceed 6 months unless agreed to by the Union's International Representative. A temporary employee transferred to a regular Bargaining Unit job will be considered as having continuous service from date of hire.
- b) When a regular employee fills a temporary position that is subsequently converted to a regular position, that employee will automatically retain that position. If a regular employee fills a temporary position that is subsequently eliminated, that employee will be placed in a position that is the same or equal to the one they originally held.
- c) If NASA provides funds for "summer" programs or special summer tasks of a temporary nature, such employees will not be entitled to fringe benefits other than holiday and then only provided the employee qualifies for holiday pay in accordance with the holiday provisions of this Agreement.

Section 4. The Company shall post notice of vacancies for at least 3 working days before filling them. Supervisors will e-mail their employees a copy of the posting. A regular employee who desires to be considered for promotion or transfer shall file an application with the appropriate Human Resources Representative. Employees who do not formally apply for the position shall not be considered.

The employee must file this application within the 3 day posting period. Employees, prior to leaving for vacation, may also file in advance with the Human Resources Representative a written request to be considered for specified potential vacancies for which they are qualified. Such request will only be valid for the duration of the vacation. The Representative will automatically include them as candidates when the specified vacancies occur. Once the vacancy is filled, the Company will notify the Local President of the selection and internal candidates of non-selection.

## **ARTICLE 9 - LEAVE of ABSENCE**

Section 1. Employees who are elected or otherwise selected by the Union to participate in Union activities that require absence from duty will be granted leave of absence without pay subject to the following limitations:

- a) Employees will submit their requests to the Human Resources Representative seeking the leave of absence at least 2 weeks prior to the beginning of the leave. Requests shall not exceed 30

days each calendar year. If the request for leave is unacceptable, the employee shall be notified at least 1 week in advance.

- b) An employee elected or receiving an appointment to a regular Union office will be granted an unpaid leave up to six (6) months per year. Upon return from leave, the employee will return to generally similar work. If workload reductions have occurred while the employee is on leave, provisions of Article 6 (Layoff and Recall) may apply.
- c) The Company is not required to grant leave of absences to more than two (2) employees at once.
- d) Seniority will continue to accumulate during such leave of absence.
- e) Leaves of absence shall not be taken to the detriment of providing quality services to customers.

Section 2. During leaves length of continuous service shall accumulate for up to 24 months. Effective with their return date, employees will receive all salary range increases within the same progression step accruing during the leave and shall return to generally similar work within the same job classification.

Section 3. Leave of absence without pay for relatively short periods of time (thirty (30) days or less) may be granted by the Company to employees for personal reasons, and length of continuous service shall accumulate during such leave. An answer will be given, upon the employee's request, within 2 work days. If an employee's request for such leave of absence is denied, his case, if he so requests, will be reviewed within 2 work days by the Human Resources Representative with the Union and the employee involved.

Section 4. Whenever requested by the Company, an application for a leave of absence shall be made in writing by the employee and a copy showing approval or disapproval will be furnished to the employee.

Section 5. Employees away from their jobs because of a compensatory injury or disease as defined by the Workmen's Compensation Act of Alabama will be given a leave of absence and shall accrue length of continuous service while on leave.

Section 6. Any leave of absence obtained through false pretenses, the determination of which may be subject to the grievance procedure, shall be invalid. The employee's absences shall be recorded as unauthorized and disciplinary action may be taken as the Company believes warranted.

Section 7. The Company may require an employee to provide a fitness for duty certification from the employee's treating physician before returning to work identifying any work related restrictions. Should a dispute arise as to the employee's fitness to return to work, the Company may require the employee to submit to a fitness for duty examination by a physician selected by the Company at the Company's expense.

## **ARTICLE 10 - UNION REPRESENTATION**

Section 1. The following provisions apply to stewards:

- a) Stewards shall be assigned to physical areas defined by mutual agreement of the Company and the Union.
- b) Normally stewards will be assigned within their own work area. The Company will not transfer a steward out of his regular area of representation as long as there is work available in his classification

for which he is qualified and willing to perform, except by Agreement of the Company and the Union.

- c) Stewards will not be required to transfer from their area in order to accept a promotion so long as there is work in their area for such classification.
- d) The Company and the Union shall include the minimum number of Representatives they deem necessary to engage in the Grievance Procedure.
- e) The activities of the stewards shall not interfere with the steward's work or the work of any other employee. Stewards are to coordinate such Union activities in advance with his or her supervisor, at a mutually agreeable time.

Section 2. The Union shall provide the Company within 15 days after the effective date of this Agreement with a list of the officers of the Local Union. As soon as possible thereafter, the Union will provide the Company with a list containing the names of its stewards. The steward list shall designate the office held and the physical area to which each steward is assigned. Thereafter, the Union shall notify the Company promptly, in writing, of any changes and the Company shall not be obligated to recognize or deal with the officers or stewards until receipt of written notification. All such notification shall be on the official stationery of the Union. In such cases, the Company shall give immediate recognition.

Section 3. A steward shall not handle any grievance arising outside of his respective assigned area. However, upon notice to the Company, a steward may represent the area of another duly selected steward who is absent from work.

## **ARTICLE 11 - GRIEVANCES, ARBITRATION AND DISCIPLINE**

Section 1. A grievance is a dispute arising under the terms of the Agreement and filed by an authorized Union Representative or an employee in the Bargaining Unit. Grievances may be filed only with regard to an alleged violation of contract provisions. Employees and managers should make every effort to resolve issues through normal channels before filing a grievance.

The Company and the Union agree that controversies concerning the provisions of this Agreement shall be settled according to the following procedures:

Step 1, File with the Supervisor: To file a grievance, employees shall personally present an oral description to their immediate supervisor or request their steward to act in their behalf. Employees should file grievances as soon as they identify their issue. Since open and honest discussion is the most desirable method of settling problems, the supervisor, steward, and employee will make every effort to resolve differences in this manner. At any point in the grievance process and by mutual consent, the Company or the Union may require the grieved employee to be present for discussions.

If the grievance is not resolved in discussion, it will be written down by the Union steward or the grieving employee and shall be submitted to the immediate supervisor within ten (10) work days of the alleged violation or day the employee knew of the violation. The written grievance must cite the specific provision(s) of the Agreement allegedly violated. The supervisor, steward, and employee shall strive to resolve the grievance within ten (10) work days of receipt of the written grievance.

The Supervisor shall respond within ten (10) work days of receipt of the written grievance. If the grievance is settled at Step 1, the basis of the settlement will be documented and signed by the Supervisor, steward and employee.

Step 2, File with the Program Manager: If the grievance is not resolved at Step 1, it may be appealed to the Program Manager. A copy of the written document shall be presented to the Program Manager or his designee within ten (10) work days of Step 1 completion. The Program Manager or his/her designee will meet with the designated Union Representative (and employee if requested) within the next ten (10) work days to seek resolution.

The Program Manager shall respond within five (5) work days of the resolution session. If the grievance is settled, the basis of the settlement will be documented and signed by the supervisor, steward, and employee.

Step 3, File with the Chief Executive Officer: If the grievance is not resolved at Step 2, it may be appealed to the Company's Chief Executive Officer. A copy of the written document shall be presented to the Chief Executive Officer or his/her designee within ten (10) work days of Step 2 completion. The Chief Executive Officer or his/her designee will meet with the Local President, International Staff Representative (if available), or designee (and employee if requested) within the next ten (10) work days to seek resolution.

The Chief Executive Officer shall respond within five (5) work days of the resolution session. The basis of the settlement will be documented and signed by the Chief Operating Officer, Local President, International Staff Representative (if part of the meeting), and employee.

Step 4, Submit the grievance to arbitration: If a dispute has not been resolved using the procedures outlined above, the dissatisfied party may submit it to an impartial arbitrator using the following procedure:

- a) The party desiring arbitration (arbitrating party) shall notify the other parties in writing of their intention to pursue arbitration within fifteen (15) working days of the termination of Step 3 procedures. This notice will include a statement of the facts at issue and their position with respect to the issues.
- b) Within ten (10) working days of receipt of the arbitration notice, the Company and the Union will select a mutually agreeable arbitrator. If an arbitrator cannot be identified during this period, both parties will request the Federal Mediation and Conciliation Service to provide a panel of 7 impartial arbitrators from which the parties will select an Arbitrator to hear the case at hand. The parties will strike alternately, the Union making the first strike, until only one name remains. That individual will be appointed as the arbitrator. The Company and Union will jointly notify the arbitrating party of this appointment. The appointed arbitrator shall serve only for the specified case at hand, unless the Company and Union agree to include other cases in the appointment.
- c) The arbitrator shall consider only those issues and valid amendments of the specific case at hand that have been subject to the grievance procedures. The arbitrator shall afford the Company, Union, and arbitrating party a reasonable opportunity to present evidence, witnesses and arguments. Any of the parties may request that witnesses be sworn in to give testimony. The jurisdiction of the arbitrator shall be confined to a determination of the facts and applicability of the specific provisions of this Agreement. The arbitrator has no authority to modify this Agreement in any way. The arbitrator has no authority to interpret any State or Federal law relevant to the case at hand or to consider wages, management rights, or other matters not specifically set forth in this Agreement.
- d) In cases of disciplinary action where the arbitrator determines that the action violated the terms of this Agreement, the arbitrator may vacate the penalty, determine the appropriate type of penalty to be substituted and direct that the Company compensate the employee for any wages lost as a result of the incorrect action. The arbitrator shall not make any decision with regard to the magnitude of the discipline, unless the arbitrating party proves that the penalty was inconsistent with penalties

applied in similar cases. The arbitrator's decision shall be final and binding on the Company, the Union, and the arbitrating party subject to the limitations specified in this Agreement.

- e) The arbitrator's compensation for services and expenses in connection with the case at hand shall be shared equally between the Company and the Union. Should a court reporter be used during the arbitration, those transcription expenses shall also be shared equally, and both parties shall receive a written transcript. Any expenses connected with the calling of witnesses shall be paid by the requesting party.
- f) If the Union chooses to go through their internal appeal process, the Company liability ends the date the Company is notified of the intent of appeal. The Parties recognize that absent notification of the appeal, the time limits described in this Article are applicable. It is understood that the Company shall assume no back pay or other grievance liability for that time and the Union will also be obligated to notify the Company of the outcome of such process within seven (7) calendar days of its conclusion. If the appeal is upheld, the Parties mutually agree that the grievance can be pursued to arbitration upon written request from the Union to the Company.

Section 2. Unless the Union appeals the grievance within the time limits specified in Steps 1 and 2, the grievance shall be deemed to have been dropped by the Union. The decision by the Company shall be final and binding on the Company, the Union, and the employee(s) involved.

Section 3. Written grievances shall set forth the complaint and remedy sought, and the Article and Section of this Agreement that is the basis claimed for filing. The employee, steward, or relevant Company representative may amend their written documents when they transition from step to step if new information comes to light that clarifies the case for either side.

Section 4. Awards for back wages claimed under this Agreement shall be exclusive of unemployment compensation or other payments earned by the employee during the period in question.

Section 5. The following procedures apply to grievance processing:

- a) Employees who choose to be represented by a steward will ask their supervisor to make arrangements with the supervisor of the appropriate steward.
- b) Union stewards will be allowed an amount of time deemed necessary and reasonable to investigate and process grievances.
- c) Stewards will coordinate such timing of their absences with their supervisor before leaving their work area. They will expeditiously handle the grievance and report back to their supervisor when they return to the work area.
- d) Aggrieved employees will be allowed sufficient and reasonable time to raise their concerns to the proper Union steward during working hours without loss of pay to the employee, but they will first obtain permission of their supervisor.
- e) The parties agree to facilitate resolution in order to minimize the time spent by the Union Representatives in handling, presenting, and adjusting grievances. Should the parties agree that the grievance should be resolved at the management level, the process can begin at Step 2 or Step 3.
- f) The parties may mutually agree to extend time limits.

Section 6. The following procedures apply to disciplinary actions:

The Company reserves the right to discipline employees for proper cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

First Offense - Written verbal warning, with a record on file with Human Resources.

Second Offense - Written warning with a record on file with Human Resources.

Third Offense – Final written warning or suspension with a record on file with Human Resources.

Fourth Offense - Discharge.

In case of serious offenses and other serious misconduct where termination is warranted without resort to progressive discipline, the Company shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately, subject to the arbitration procedure.

The following are examples of misconduct that are regarded as extremely serious, and as such are subject to severe disciplinary action including discharge:

- a. Physical assault or extreme verbal abuse of another contract, government or other contactor employee or visitors
- b. Sexual harassment that includes physical contact, behavior that is intimidating, sexually suggestive, lewd or overly offensive
- c. Theft of government , contractor or other employee/visitor property, falsifying timesheets or government records

Safety is one of the highest priorities of the Company and its customers, as well as the Union. Causing accidents, damage or injury, or a significant near-miss that an accident investigation attributes to carelessness, violation of traffic laws (e.g. speeding, failure to obey traffic signals, improper turns, etc) and, depending on the severity of the conduct may result in serious discipline ranging from suspension to discharge.

Should an employee be unable to access MSFC due to being denied access to by the government, the employee shall be:

- a) Suspended for up to the period of the barred access as long as the period of denied access does not exceed 30 calendar days;
- b) Terminated if the denied access exceeds 30 calendar days.

Disciplinary actions will not be used for the purpose of progressive discipline, promotional or transfer opportunities, following a period of twenty-four (24) months from the date of the discipline. However, the record of disciplinary action taken will remain in the employee's file.

- a) If the Company elects to discipline an employee formally, the employee may request Union representation. If the discipline is discharge, the Company will first suspend the employee with or without pay and give the Union 24 hours notice (excluding weekends and holidays) of the pending discharge. The Union shall have reasonable time to discuss the matter with the

employee. The Company will determine whether or not the employee is to remain at the workplace during the suspension.

- b) The Union may request a meeting with the Company to solicit all facts pertaining to the case.
- c) Once deliberations are complete, the Company will decide whether to vacate the suspension and proceed with the discharge or some lesser penalty. The Company will notify the employee and the Union.
- d) Should the Company determine that the facts of the case negate the need for discipline, the employee shall be made whole for time and wages lost during the suspension.

## **ARTICLE 12 - STRIKES, LOCKOUTS, and WORK STOPPAGES**

Section 1. During the term of this Agreement, the Union agrees that neither it nor its members, individually or collectively, will cause, permit, or take part in any strike, sympathy strike, sit-down, curtailment or restriction of production, or interference with work in or about the Company or premises. The Company shall not lock out the employees.

Section 2. Nothing contained herein shall preclude any right to which the Company may be entitled to secure legal or other redress against any individual who has caused damage or injury to or loss of its property, nor does the Company cede any rights in this regard to which it may be entitled.

## **ARTICLE 13 - 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 work for any period of time. These definitions shall not be interpreted to limit the Company's right to assign, change, add, or delete work schedules to meet job requirements.

Section 2. The normal work day shall consist of 8 hours of work time with a designated unpaid period of one-half (1/2), three quarters (3/4), or 1 hour for lunch breaks. Shift workers may be assigned to lunch- on-the-job and work eight consecutive hours, at management's discretion.

Section 3. The normal work week shall begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on Friday. The work week may differ for employees working flexible or alternative work schedules.

Section 4. The normal work week for each shift consists of 5 consecutive 8 hour days. The Company may also implement a 4/10 schedule or a 9-80 schedule or other alternative schedules to meet job requirements.

Section 5. The Company shall determine starting time and hours of work. Work schedules may be changed from time to time to meet the varying conditions of the business. Work schedules will be posted in the work areas by the supervisor as far in advance as practical, and it is the employee's responsibility to check the work schedule regularly.

Section 6. Nothing contained herein shall prohibit the use of part-time employees who work regular shifts of less than 40 hours per week, nor will it prohibit job sharing where the affected employees agree.

Section 7. Employees will normally be scheduled between 7 a.m. and 5:30 p.m. If an employee is required to work outside of those hours, he or she will be paid a shift differential of 10 percent of his or her

regular basic straight time rate for the time worked before 7:00 a.m. or after 5:30 p.m. Premium pay will not apply to flexible work schedules established for an employee's personal convenience.

Section 8. No shift differential will be paid if overtime connects with the regular scheduled shift.

Section 9. Flexible Work Schedules for Personal Convenience. The Company and the Union upon mutual agreement can negotiate flexible work schedules (e.g. 4/10s, 4/9/4, etc.) for an employee's personal convenience. The Company reserves the right to determine the practicality of a flexible work schedule in each department. The Company reserves the right to discontinue the use of flexible work schedules for personal convenience at any time upon one week's notice to the affected employee.

#### **ARTICLE 14 - OVERTIME, HOLIDAYS, and HOLIDAY PAY**

Section 1. Overtime will be paid at the rate of one and one-half (1 ½) times the regular rate of pay as follows:

- a) For all authorized hours worked in excess of 8 hours in any regular work day, or in excess of 40 hours in any regular work week for which overtime has not previously been paid. For the purpose of computing overtime it is understood that paid vacation time and sick leave within a regular work week shall be counted as time worked. A doctor's note will be required for any sick leave requested the day before or after the holiday.
- b) For all authorized work performed on shifts starting on the sixth day worked of the employee's assigned work week provided the employee has worked at least 40 regular hours during his scheduled work week.
- c) For all authorized work performed on a recognized holiday in addition to the straight time holiday pay, as provided in this Article.
- d) Exception: Nothing in this Section will prohibit adopting different definitions of overtime and work weeks within alternative or flexible work schedules. Under approved alternative or flexible work schedules, employees will not receive overtime pay for working their regularly scheduled hours in a week. Such schedules include, but are not limited to: 44 hours in a week (9/80 schedules) or hours worked over 8 per day (4/10 schedules).
- e) All time worked on a Sunday will be paid at the overtime rate of one and one-half (1½) times the regular rate. There shall be no pyramiding of overtime.

Section 2. Overtime will be paid at the rate of two times the regular rate of pay for all authorized work performed by employees on shifts starting on the seventh day of the employees' assigned work week provided the employee has worked at least 40 regular hours during the scheduled work week. If employees are unable to work their regular 40 hours due to a schedule change, they shall be paid 2 times their regular rate for the seventh day scheduled provided they work that day. Overtime will be paid at the rate of two (2) times the regular rate of pay for all authorized work performed by employees in excess of twelve (12) hours in any regular work day. There shall be no pyramiding of overtime.

Section 3. The following provisions apply to allocating overtime:

- a) The Company will, insofar as is practical during the calendar year, and with due regard to production of service, equalize overtime among employees under the same supervisor, in the same classification, and in the same department.
- b) Supervisors will post on the bulletin board and keep current, an overtime list indicating the number of overtime hours worked and the number of overtime hours offered, actually worked,



and refused. When contacting for voluntary overtime, the total of worked and refused hours shall be used and the Company shall offer said overtime to the lowest person on the overtime list who is qualified to perform the work. Mandatory overtime will be assigned to qualified employees with the lowest hours actually worked.

- c) If 2 or more qualified employees under the same supervisor, in the same classification, and in the same department, have the same number of overtime hours worked and refused, such employees will be offered overtime assignments based on their seniority dates.
- d) When employees are on temporary assignment, they will be credited with an average of the cumulative overtime hours (worked and refused) accrued by the members of the group to which they are temporarily assigned.
- e) When employees are on temporary assignment and work overtime, the overtime hours (worked and refused) shall be credited on the overtime list in their normal work area.
- f) Employees who are on paid absence or unpaid leave will be considered unavailable for overtime.
- g) The Company will give employees as much notice as practical when overtime will be required on any given day.
- h) Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practical.
- i) When all available qualified employees, including those who do not desire overtime, in a given group are needed to perform connecting overtime work, such employees will be so advised when they are initially contacted. In this event they will be expected to accept the overtime assignment unless they have a valid personal reason for declining.
- j) If all available qualified employees decline the offered overtime, it will be assigned to the qualified employee lowest in actual hours worked on the overtime report unless there is a valid personal reason for not accepting the assignment as required in paragraph (h).
- k) Probationary and temporary employees will be assigned overtime work only when all qualified senior employees in the classification affected have been offered the opportunity to work overtime.
- l) In order to effectively implement the overtime equalization provision, employees must provide their supervisors with satisfactory means of emergency contact.

Section 4. So long as their regularly assigned work week is available, no employees shall be deprived of their regular scheduled employment for the purpose of avoiding overtime.

Section 5. The Company recognizes the following 11 holidays in the calendar year (dates as recognized by NASA):

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Juneteenth Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

The Company will also recognize, with pay, NASA/MSFC holidays, which may include national days of special observance or days of bereavement. Full-time employees on the active payroll shall receive 8 hours pay at their regular basic straight time rate for hours not worked on each of said holidays. Part-time employees shall receive 4 hours holiday pay at their regular basic straight time rate.

Section 6. The following provisions apply to holiday pay:

- a) To be eligible to receive pay for hours not worked on a recognized holiday, employees must have worked their scheduled shift before and after the holiday. Authorized vacation and planned/substantiated sick leave shall be counted as days worked in matters of eligibility for holiday pay.
- b) An employee shall not receive holiday pay if:
  1. Such holiday occurs during an employee's unpaid leave of absence.
  2. Such holiday occurs during an indefinite layoff.
  3. Such holiday occurs during a suspension, unless on a paid suspension.

Section 7. If work is scheduled for any holiday and employees are notified but fail to work as scheduled (and are not excused):

- a) They shall not receive any pay for said holiday, and
- b) Said holiday shall not be counted as a day worked for the purpose of computing overtime pay for the sixth consecutive day worked during the employee's assigned work week.

Section 8. Paid day of vacations and holidays designated in this article, except as otherwise provided in this article, shall be counted as days worked for the purpose of computing pay for the sixth day worked, whether or not, work is actually performed on them; provided, however, that holiday pay for any of said holidays for work not performed shall in no event exceed 8 hours regular rate of pay.

If employees report to work which has been previously scheduled and are sent home by the Company due to a lack of work, such day shall be counted as a day worked in computing pay for the sixth day worked.

Section 9. There shall be no pyramiding of premium or overtime pay and nothing in this Agreement shall be construed to require premium or overtime payments more than once for the same work hours.

## **ARTICLE 15 — VACATIONS**

Section 1. The following provisions define vacation periods:

- a) The vacation year shall be from January 1st through December 31<sup>st</sup>.
- b) Vacations shall be taken at such time during this period as will least interfere with production or services as determined by the Company.

- c) Vacations for all full-time employees on the active payroll of the Company as of the effective date of this Agreement will accrue bi-weekly as follows:

Length of Service	Days/Year	Hours/Year	Hours Biweekly
0 up to 5 years	10	80	3.08
5 years up to 10 years	15	120	4.62
10 years up to 15 years	20	160	6.15
15 years or more	25	200	7.69
20 years or more*	26	208	8.00

*\*Employees with 20 or more years of service as of December 31, 2012 will be grandfathered at accruing 26 days per year. All other employees that attain 20 years of service on or after January 1, 2013 will remain at the accrual rate of 25 days per year.*

- d) Part-time employees will accrue a pro-rated amount of vacation, based on their length of service and hours worked.
- e) For purposes of vacation the employee's service date shall govern the amount of vacation earned. This includes all continuous time spent with the current and all predecessor companies on this MSFC Logistics, or predecessor contracts.
- f) If an employee's vacation periods include a holiday, they will receive holiday pay and not be charged a vacation day.
- g) Vacation may be taken in one-tenth (1/10) hour increments.
- h) Vacation time can be carried over to subsequent years up to a maximum of one year's accrual. Employees exceeding this maximum carryover at no fault of their own, and for work related reasons, may seek approval from the Program Manager to carryover the hours exceeding the maximum carryover. In no event will carryover exceed two years' accrual.
- i) Employees that are eligible to accrue vacation must work, or be paid, more than 50% of their regularly scheduled hours in a pay period, in order to accrue vacation hours for that pay period.

Section 2. Earned vacation may be taken after 3 months of continuous active service. Prorated vacation, based on seniority, will be earned and credited to each eligible employee for each pay period. Authorized military leaves of 2 weeks or less, vacations, limited time off on Union business, jury duty, paid holidays, bereavement time, and absence due to compensatory injuries as defined by the Workmen's Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for vacation purposes.

Section 3. Vacation pay will be based on the regular rate of pay (including shift bonus) in effect at the time the vacation is taken.

Section 4. Accrued but unused vacation pay will be included in the final pay of an employee regardless of the reason for termination (including resignation).

Section 5. In case of the death of an employee entitled to vacation, accrued and not yet received, the amount due shall be paid to the legitimate beneficiary upon proof of death.

## ARTICLE 16 - SICK LEAVE

Section 1. The Company will pay an employee benefit known as "sick leave" in accordance with the provisions of this section which is intended to comply with Executive Order 13706 and U.S. Department of Labor regulations applicable to paid sick leave for federal contractors. The qualifying time for sick leave benefits will be based on the latest date of hire with the Company unless specifically designated otherwise.

The amount of sick leave for all Bargaining Unit employees will accrue subject to the following provisions:

- a) A new employee will be eligible for the accrual of sick leave after 3 months of continuous active service.
- b) Eligible full-time employees will accrue sick leave hours at the rate of 1.54 hours per week worked to a maximum of 80 hours per year. Part-time employees will accrue sick leave hours at the rate of 0.77 hours per week, to a maximum of 40 hours per year.
- c) Unused sick leave will be cumulative from year to year except that in no event shall the cumulative total exceed 30 days.
- d) An employee will not be paid sick leave in excess of that accrued and will not be reimbursed for any unused sick leave. In the event this Agreement is transferred to another Company or contractor, the incumbent Company will provide sick leave records to the Union and the Successor Company or contractor.
- e) The Company reserves the right to require employees to obtain a physician's statement showing the nature of their illness and verifying their inability to perform their duties, normally after 3 days of absence or in the event that they are suspected of abusing sick leave.
- f) In the event of the death of an employee, unused sick leave shall be paid to the legitimate beneficiary upon proof of death.
- g) Unused sick leave is not payable upon termination of employment.
- h) This article will be administered consistent with Executive Order 13706 and U.S. Department of Labor regulations applicable to paid sick leave for federal contractors.

Section 2. Sick leave pay will be granted based on the regular basic straight time rate earned. Sick leave may be taken in one-tenth (1/10) of an hour increments. Sick leave shall be computed as time worked. Sick leave may be used for personal illness, doctor and dental appointment, and family member illness where medical necessity requires the employee's presence.

## ARTICLE 17 - BEREAVEMENT

In the event of the death of a member of the family, the Company shall grant an employee time off up to 3 consecutive days with pay for the following relatives:

Spouse, son, daughter, stepchild (if brought up and supported as a natural child), mother, father, sister, brother, grandmother, grandfather, grandchild, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or person of kin actually living in the employee's household.

To be eligible for bereavement pay, the employee must promptly notify the Company of the death and must within 10 work days after returning to work certify as to the relationship of the deceased, date of death, date of

funeral, location, and funeral home. All time off for which bereavement pay is to be granted must be completed within 7 calendar days after the date of the funeral.

In the event of a death, as outlined above, which takes place during a scheduled vacation period, bereavement pay will supersede vacation pay. In the event additional time off due to bereavement is necessary, an employee may utilize accrued vacation or sick leave upon notice to the Company. Bereavement pay will be computed as time worked. Should no vacation or sick leave be available, time off without pay will be granted up to five (5) days.

Should, in the Company's opinion, proof of bereavement be necessary, the employee will provide such proof.

## **ARTICLE 18 - LOST TIME, INCOMPLETE DAYS' WORK, and CALL OUTS**

Section 1. The Company will use one tenth (1/10) of an hour (6 minutes) as a unit of computing time worked. If an employee reports for work from 1 to 6 minutes late, the employee will lose one-tenth of an hour (6 minutes). For any tardiness beyond 6 minutes, the regular procedure of computing time in multiples of 6 minute intervals will apply. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation of the right of the Company to take disciplinary action for repeated or unexcused tardiness or leaving the facility early.

Section 2. The Company will follow MSFC direction regarding closures and late arrivals due to weather conditions, emergencies, and other uncontrollable circumstances. Employees will be responsible for monitoring the NASA, MSFC Helpline (544-HELP) for status reports on base closures and delays. MSFC policy will apply in determining how the time will be charged and paid. Mission essential employees who must work when MSFC is formally closed will be paid a 10 percent premium for the time worked.

Employees who are scheduled and report for work at the scheduled time without having been notified not to do so, may be given 4 hours of work of any type which is available, or if no such work is available, they shall be given 4 hours pay at their applicable rate as provided in Article 20.

Section 3. Employees who experience an occupational injury in the workplace while performing assigned duties and are sent home or to a hospital by the branch manager or supervisor shall receive pay at their regular rate for the remainder of their regular assigned shift.

Section 4. Employees who are called back for work after leaving their workplace shall be paid one and one-half (1 1/2) times their regular rate for all time worked after returning to work and straight time for the difference up to 4 hours.

## **ARTICLE 19 - GENERAL PROVISIONS**

Section 1. The following provisions apply to compliance with other legal requirements:

- a) Both the Company and the Union shall not discriminate against any employee or applicant for employment by reason of race, creed, color, sex, national origin, age, veteran status, citizenship, disability or any other characteristic protected by law, including but not limited to characteristics protected by Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act Amendments Act of 2008, the Lily Ledbetter Fair Pay Act of 2009, the Family Medical Leave Act of 2008, the Genetic Information Nondiscrimination Act of 2008, and/or any federal human rights or anti-discrimination laws and/or similar state human rights or anti-discrimination laws.

- b) Both parties fully subscribe to and will actively cooperate with the spirit and intent of all applicable Presidential Executive Orders.
- c) The Company and the Union recognize their responsibilities to abide by all laws, regulations and Presidential Executive Orders applicable to the workplace and these enactments take precedence over the provisions of this Agreement should there be a conflict.

Section 2. In the event a new Bargaining Unit position is established by the Company, the Company shall define the job description and determine the rate range. The Company will furnish the Union with a copy of the description and rate range prior to filling the position. The Union will advise the Company in writing within ten (10) work days if it does not agree with the rate range. If no notification is received, the job shall become a part of the existing Agreement at the rate range set by the Company. All notifications to the Union should be directed to the CWA State office at 3516 Covington Highway, Decatur, GA 30032-1894 with a copy sent to Local 3905.

If the Union disagrees, it will work with the Company to reach an agreed rate range. If the Company and the Union cannot agree upon the rate range within a mutually agreed time frame, the Union may invoke mediation before a federal mediator who may recommend an appropriate rate to the parties. The mediator's authority is limited to recommending an appropriate rate range for the new job based on the duties and qualifications of similar established jobs at the Company's operation at Marshall Space Flight Center.

When a method of operations or technological changes occur that would cause a job description to be redefined, the Company is responsible for the following:

- a) The affected employees that are qualified with a reasonable amount of training, to perform the duties of the new job, will be given such training.
- b) Training would include formal and on-the-job coaching, on Company-paid time.
- c) Any employee unable to achieve a satisfactory level of performance within 90 days after the appropriate training/coaching will be treated as laid off under Article 6.
- d) Furthermore, any employee determined not to be qualified to perform the duties of the new job will also be treated as laid off under Article 6.
- e) This provision will apply to affected employees even if the newly created job would be a promotion.
- f) In situations where there are more affected employees than available jobs, the principles of Article 5, Section 1, shall be applied for promotions. If the available jobs are lateral or lower rated, the principles of Article 6, Section 1 will be applied.

Section 3. The term "qualified" as used throughout this Agreement means that the employee has the knowledge, talent, demonstrated ability, and fitness to perform the functions of the position or task for which he or she is being considered. Such employees will receive normal explanations on how management expects them to perform these functions. An employee's seniority will be considered in the context of their "qualification" as defined in this paragraph.

Section 4. Employee conduct will be governed by the Company's handbook or policy. In all cases of disciplinary action, the disciplinary procedures outlined in Article 13 will be followed. All disciplinary action shall be for just cause and not discriminatory against employees because they are Union members or officeholders.

Section 5. The Company agrees that supervisory employees shall not perform work assigned to employees in the Bargaining Unit except in the following situations:

- a) To assist and instruct in making setups.
- b) When regular employees are not available, or when necessary to resolve production or service problems or difficulties.
- c) To instruct or train employees.
- d) To demonstrate correct procedures.
- e) When experimental, development, or other research or prototype work must be done and no regular employee can perform such work.
- f) During emergencies or natural disasters.
- g) Other special circumstances, with the Union's concurrence.

Section 6. Employees shall be granted two 15-minute break periods per day, at times to be designated by management. Employees shall work up to the start of the break period and be at their work station at the end of the break period.

Section 7. The Company will designate smoking areas in accordance with NASA regulations.

Section 8. The following provisions apply to civic responsibilities:

- a) When employees are required to serve on jury duty on a regularly scheduled work day, they shall receive up to 8 hours pay each day at their regular rate. This payment shall be in accordance with the Alabama State Law.
- b) Employees must give notice of jury duty to the Company upon receipt of jury summons and proof of jury duty must be submitted to the satisfaction of the Company before this Section shall apply.
- c) Employees wishing to vote will be allowed time off without pay up to 1 hour during the hours the polls are open in accordance with Alabama law. The employee must show the Company and the Union proof of voter registration.
- d) Employees wishing to donate blood onsite will be allowed a maximum of 1 hour with pay on a noninterference basis. It is understood that any time involved in donating blood is strictly voluntary and not within the employee's scope of employment with the Company.

Section 9. The following provisions apply to PAC payments:

- a) The Company agrees to make collection of CWA-COPE-PAC payments of any Bargaining Unit employees through payroll deductions upon order in writing signed by such employee to pay the amount thus deducted to the CWA-COPE-PAC.
- b) The Union agrees that they shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to compliance by

the Company with the terms of this Article or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

Section 10. The Union agrees to provide bulletin boards for use within work areas. No derogatory information will be posted concerning the Company or its customers. The information posted is limited to the following:

- a) Notices of Union meetings
- b) Notices of Union elections and results
- c) Notices of Union recreational and social affairs
- d) Notices concerning workmen's compensation, unemployment compensation, veteran's rights and similar bona fide Union activities
- e) Information from the National Union, the district headquarters, AFL-CIO and Alabama AFL-CIO.

## **ARTICLE 20 - BENEFITS, WAGES and JOB CLASSIFICATIONS**

The Company will provide equitable wages and benefits for employees as described in this Article.

Section 1. Life and Health Insurance In addition to the other benefits provided in this agreement, the Company will provide for employees as a minimum:

- a) Life insurance in an amount equal to their annual salary, rounded up to the next \$1,000.
- b) A hospitalization, medical, and dental policy. Dependent coverage shall be made available to those who elect it.
- c) Accidental death and dismemberment coverage in an amount equal to their annual salary, rounded up to the next \$1,000.

Section 2. Short Term Disability Coverage Employees shall be covered for short term disability cause by illness or injury as follows:

- a) Payment of 60 percent of basic weekly pay to a maximum benefit of \$1,730 per week.
- b) Payment commences on the first calendar day of injury or the 8<sup>th</sup> calendar day of non-work related illness or injury and terminates when the disability ends or at 179 days, whichever comes first.

Section 3. Long Term Disability Coverage Employees may elect to purchase the Company's optional Long Term Disability (LTD) benefit as described in the Summary Plan Description.

Section 4. Selection of Coverage Employees will be covered by the insurance policies established by the Company. Where options exist, employees will not change their selected coverage except during the annual open enrollment period of the plan unless a qualified change in status justifies a change (i.e., change in marital status, birth of child, etc.)

Section 5. Cost of Insurance The Company and the employees shall share the cost of insurance:



- a) For life insurance, the Company will pay the full premium.
- b) For medical and dental insurance, the Company will provide a Preferred Provider Option (PPO) program. Employees may select the appropriate option from those that are made available them. For the duration of the agreement, the employee contributions will be equal to 20% of the Company's health premiums and the Company contributions will equal 80%. Employee contributions will equal 25% of the dental premiums and the Company contributions will equal 75%. Employees' health and dental contributions will be deducted from their pay on a pretax basis. Premiums and other plan features are subject to change once in a twelve month period on the respective Company's annual renewal date with their provider. The Company will contact the Union within ten (10) days of receiving the renewal rates, to schedule a meeting to discuss the impact of them.
- c) Employees may elect to waive health insurance coverage and receive the following annual waiver amounts to be paid in their bi-weekly payroll. Proof of alternate coverage is required.

Employee	\$500.00	Family \$1000.00
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- d) For accidental death and dismemberment, the Company will pay the full premium.
- e) For short term disability, the Company will pay the full premium.
- f) Employees will pay the full premium of Long Term Disability insurance.

Section 6. Policy Coverage The Company will enter into contracts with insurance carriers to provide the benefits specified in this Article. Interpretation and application of such contract shall ultimately rest with the insurance carrier and disputes shall be between the employee and the insurance carrier and are not subject to the grievance procedure.

- a) The exact terms of coverage are contained in the Company's policy, which is incorporated herein by reference.
- b) Temporary employees shall not be eligible for the benefits described under this Article.
- c) Employees who are regularly scheduled to work at least 30 hours per week shall be eligible for the benefits described in this Article upon their date of hire.

Section 7. Retirement Effective October 1, 2021 the Company's retirement contribution will be \$1.70 per hour compensated up to 40 hours per week. Company retirement contributions will be deposited in the IUE-CWA's 401(k) plan, pursuant to the plan guidelines.

Section 8. Wages and Job Classifications The wage rates and job classifications in the spreadsheet at Attachment 1 contribute to providing an equitable and competitive wages and benefits package consistent with the local marketplace. Employees are eligible for annual pay raises as specified in Attachment 1. Employees who are moved to a classification that has a lower rate of pay will not take a pay cut, however, they will remain at their current rate of pay until other employees in their new classification achieve comparable pay.

**ARTICLE 21 – DURATION**

Section 1. By this Agreement, the Company and the Union intend to enter into a comprehensive work relationship for its duration. Accordingly, the parties agree that this Agreement, settles and resolves all bargainable matters, issues, and demands, and sets forth all the contract terms and conditions by and between the Company and the Union for the duration of this Agreement. Exceptions to this rule must be expressly provided in a written document agreed between the parties. All matters, requests, issues, and conditions not expressly included in this Agreement, or in a separate written memorandum between the parties, are waived and withdrawn for the duration of this Agreement.

Section 2. This Agreement shall be effective, except as otherwise specifically provided, September 1, 2021 and shall remain in force according to its terms and conditions through August 31, 2023, 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 terminate or to amend any portion is given by either party to the other party at least 60 days prior to August 31, 2023 or at the expiration of any annual period thereafter. In such case, this Agreement shall be open for amendment or termination as indicated in the notice.

Section 3. If notice of intent to terminate or amend this Agreement is given as provided in Section 2, negotiations for a new or amended Agreement shall begin not later than 35 days prior to August 31, 2023 or the expiration of the current annual period. During these negotiations, this Agreement shall remain in full force and effect. Should negotiations continue beyond August 31, 2023, either party may terminate this Agreement at any time upon 10 days written notice to the other party.

L&M Technologies, Inc.

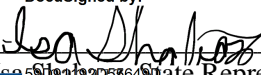
**Antonette  
Montoya**

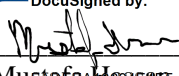
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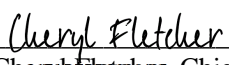
Antonette Montoya  
Chief Executive Officer

Date 7/28/2021

CWA Local 3905

DocuSigned by:  
  
Isaac Shabazz, State Representative,  
CWA

DocuSigned by:  
  
Mustafa Hassan, President,  
CWA, Local 3905  
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7/28/2021

Date

**ATTACHMENT 1: WORK CATEGORIES AND HOURLY WAGES**

<b>Classification</b>	<b>Oct-20</b>	<b>Oct-21</b>	<b>Oct-22</b>
<b>Supply and Equipment Administration</b>			
Lead Property Support Assistant*	\$27.20	\$28.02	\$28.58
Property Support Assistant	\$26.39	\$27.18	\$27.72
CSR/Supply Clerk IV	\$26.39	\$27.18	\$27.72
Systems/Equipment Controller	\$26.39	\$27.18	\$27.72
Equipment Specialist	\$20.53	\$21.15	\$21.57
CSR Supply Clerk III	\$20.53	\$21.15	\$21.57
Supply Clerk II (AB)*	\$18.39	\$18.94	\$19.32
<b>Supply and Equipment Handling and Warehousing</b>			
Packing Specialist II	\$23.76	\$24.47	\$24.96
Packing Specialist I	\$22.88	\$23.57	\$24.04
Furniture Specialist	\$21.99	\$22.65	\$23.10
Property Disposal Specialist*	\$22.88	\$23.57	\$24.04
Lead Warehouse Specialist	\$21.25	\$21.89	\$22.33
Warehouse Specialist	\$20.45	\$21.06	\$21.48
Receiver/Unloader	\$18.97	\$19.54	\$19.93
Receiving/Supply Clerk III	\$20.53	\$21.15	\$21.57
Distribution Scheduler/Supply Clerk III*	\$20.53	\$21.15	\$21.57
Property Disposal Clerk	\$18.39	\$18.94	\$19.32
Lead Mail Room/General Clerk III*	\$17.51	\$18.04	\$18.40
Mail Room/General Clerk III	\$16.71	\$17.21	\$17.55

Wages will increase 3.0% effective October 1, 2021; and 2.0% effective October 1, 2022.

Leads shall receive \$0.75 per hour above the wage rate for their job classification, as shown in the wage table above.

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\* Position is or will be vacant with no intent to fill.