

2021 - 2024

Term of Agreement

May 1, 2021 through April 30, 2024

COLLECTIVE BARGAINING AGREEMENT

Between

SHEARWATER SYSTEMS, LLC and TECHFLOW, INC

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 570**

U.S. ARMY YUMA PROVING GROUND

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COLLECTIVE BARGAINING AGREEMENT

On this 20th day of December, 2018, Shearwater Systems, LLC and Techflow, Inc., separate and distinct companies, hereinafter each individually called the "Company", and the International Brotherhood of Electrical Workers, Local Union No. 570, hereinafter called the "Union", hereby agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of work and other conditions of employment for all employees employed by the Company at its U. S. Army Proving Ground site at Yuma, Arizona doing work under the Installation Support Services Contract W911S818-D-0018 (hereinafter called the "Contract" and the covered employees called the "Bargaining Unit"); excluding the secretary to the Project Manager, guards, watchmen, all professional, managerial, supervisory and administrative staff including all confidential employees as defined in the National Labor Relations Act, as amended.

Section 2. All references herein to gender shall be construed as being equally applicable without reservation to both males and females.

Section 3. The Union recognizes and agrees that the Company's compliance with the terms of the Contract is inherent to the Agreement. The Union agrees, if substantive changes to the Contract are made by the Government that implicate the terms to the Agreement, the Union will meet with the Company to negotiate changes to the Collective Bargaining Agreement (CBA) to address the requirements of the Government.

Section 4. The Union recognizes and agrees that in all instances where this Agreement is silent, the Company's policies and regulations included in the appropriate Company's Employee Handbook shall prevail.

ARTICLE II

INTENT AND PURPOSE OF AGREEMENT

Section 1. Intent and Purpose - It is the intent and purpose of this Agreement to ensure industrial peace and to conduct all matters in accordance with the terms of this Agreement in fulfilling the requirements of the Contract by following all rules and regulations the Government sets forth in the Contract and at the Yuma Proving Grounds (YPG), as may be amended from time to time. It is further the intent that the provisions of this Agreement be carried out with fairness on the part of both the Union and the Company. It is recognized by the Agreement to be the duty of the Company and the Union to cooperate fully, both individually and collectively for the advancement of said conditions.

ARTICLE III

RIGHTS OF MANAGEMENT

Section 1. Except as abridged by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the work under the Contract (the "Work") , including (without limiting the generality of the foregoing) its right to maintain order, discipline, profitability, efficiency, productivity, standards of performance, service quality and customer service; to establish, continue, alter, and enforce policies, practices, and procedures for the conduct of the Work; to select and direct the working force; to establish, eliminate, change or combine work schedules and/or shifts, and work assignments to fulfill the requirements of the Contract; to, subject only to the terms of this Agreement, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other reasons; to adopt an employee handbook(s); to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the Work. The Employer also reserves the right to determine the location of operations, to subcontract work to third parties, and to use temporary employees.

Section 2. During the probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the Grievance Procedure.

Section 3. The foregoing enumeration of the Company's rights shall not be deemed to exclude any other management or employer rights which do not conflict with the enumerated provisions of this Agreement, and nothing in this Article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management. This Agreement contains all of the terms and conditions of employment for the matters that are specifically addressed in this Agreement. The Company retains the sole and exclusive right, without agreement, discussion, or consultation with the Union, to establish, eliminate, and/or modify any term or condition of employment that is not specifically addressed in this Agreement.

ARTICLE IV

STRIKES, WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, the Union shall not cause or permit its members to cause, nor shall any Bargaining Unit employee take part in any strike, sit-down, slowdown, or picketing of any Company location or any curtailment of work or restriction of production or interference with the operations of the Company.

Section 2. Any employee found guilty of violating this Article will be discharged.

Section 3. During the term of this Agreement, the Company will not authorize or direct a lock out. The termination of this Contract, or any part thereof, or the curtailing of any operations and any subsequent reduction of employees shall not be considered a lockout.

ARTICLE V

CHECK-OFF

Section 1. Upon receipt of a properly executed written authorization for payroll deduction of an amount equal to Union membership dues (Article VI), signed by any employee in the Bargaining Unit, the Company shall make payroll deductions in accordance with that authorization from the employee's wages and payments.

Section 2. By written certification, the Union shall keep the Company currently informed of the amount of regular monthly Union membership dues lawfully in effect.

Section 3. An authorization by an employee for a deduction of an amount equal to Union membership dues shall be cancelled automatically when such employee is permanently transferred out of the Bargaining Unit or is removed from the payroll of the Company.

Section 4. An employee's authorization for payroll deduction of Union dues shall be irrevocable for a period of one year after signing, or the term of this Collective Bargaining Agreement, whichever occurs first, and shall automatically renew itself for a successive yearly or contract periods, whichever is less. To revoke an authorization under this provision, an employee must give written notice to the Union and the Company prior to the expiration of the applicable yearly or contract period, in which event the revocation shall be effective as of the last day of such period.

Section 5. The Union shall indemnify, defend, and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the provisions of this Article, or in reliance on any dues deduction form furnished under the provisions of this Article or any certification by the Union.

Section 6. The Company will provide a detailed report showing names, employee number, and deduction amount at the time of payment. Deductions provided above shall be remitted to the Union no later than the fifteenth (15th) day of the month following the month in which deduction was made and shall include all deductions made in the previous month.

ARTICLE VI

SHEARWATER SYSTEMS, INC. and TECHFLOW, INC DUES CHECK-OFF AUTHORIZATION FORM

I hereby authorize and direct the above-named employer to deduct from my pay an amount equal to Union membership dues for the International Brotherhood of Electrical Workers, Local No. 570.

This authorization shall be irrevocable for one year from the execution date hereof or until the expiration of the applicable contract between the Company and the Union, whichever is lesser, and shall automatically renew itself for successive yearly or contract periods, whichever is the lesser, unless I give written notice to the Union and to the Company, prior to the expiration of the applicable yearly or contract period, of my desire to revoke this authorization, in which event the revocation shall be effective as of the last day of such applicable yearly or contract period.

_____	_____
Date	Employee's Signature
_____	_____
Classification	Print Name
_____	_____
Hourly Rate	Monthly Dues

ARTICLE VII

UNION STEWARDS

Section 1. The Union may appoint up to three (3) Stewards, including the Chief Steward. The Stewards shall be appointed from among the employees in the Bargaining Unit, and the Union shall notify the Company in writing of such appointments. The Company will recognize the Stewards for the purpose of representing employees in all steps of the Grievance Procedure. The Steward and the employee will suffer no loss of pay during time spent in steps 1 and 2 of the Grievance Procedure.

Section 2. Such Stewards shall be allowed sufficient time, with no interference with company operations and performance of work, during working hours, to investigate complaints or grievances in accordance with the terms of the Agreement. A total of two (2) hours per month on the clock for all Stewards will be allowed for investigating complaints or grievances. Additional time for this purpose will require a Steward to clock out and secure prior management authorization. Any hours worked by a Steward investigating complaints or grievances will not be considered as hours worked for overtime compensation. Under no circumstances shall a Steward be discriminated against because of his good faith performance of duties as a Steward.

Section 3. The Union recognizes and agrees that Stewards will carry out their duties with a minimum of interference to the orderly progress of Company work. The Steward will schedule time for performance of duties with both his supervisor and the supervisor of the employee involved in the investigation. A Steward shall secure permission from his supervisor before leaving his work area to perform Steward duties, and shall report back to his supervisor upon return to his

work area. Upon entering the work area of another supervisor's responsibility, the Steward will contact the supervisor before attempting to contact any employee. Permission shall be granted unless operation activities are unduly affected. The Company will not unreasonably deny or delay access to the Steward.

In the event the Steward's immediate supervisor or his designate are not available for the Steward to secure permission to leave his work area, he shall secure permission from the next higher-level supervisor. The same method shall be used to secure permission to enter the work area of another supervisor's responsibility.

Section 4. When a Bargaining Unit employee and a Steward are working in or have a chance meeting in a common area, (supply, the administration office, or a job site, etc.) during the normal course of business, permission for the employee and Steward to confer on CBA related issues is not required. The duration of such meeting shall not exceed five (5) minutes.

If more time is required to conduct matters involving CBA related issues, permission, as required in Section 2 and Section 3 of this Article, shall be obtained by both employees.

ARTICLE VIII

SENIORITY

Section 1. Seniority is hereby defined as the Employee's length of continuous service, commencing from his or her most recent date of hire with this employer, or predecessor employers performing the same services at this Federal facility. The Company recognizes seniority to the limited extent set forth in Section 2 of this Article and as a basis for determining vacation and personal/sick pay benefits.

Section 2. The Company recognizes seniority as a consideration in employment decisions as a factor secondary to experience, qualifications, and demonstrated job performance. Demonstrated job performance means considerations where the employees may have the same experience and background in performance of duties, but one employee has demonstrated substantially greater skill in performing the duties, discipline history, and/or reliability in reporting for work. Where employees have substantially the same experience, qualifications, and demonstrated job performance, the Company will use seniority as a factor in employment decisions between affected employees as set forth in Section 4. The Employer has the sole discretion to evaluate the experience, qualifications, and demonstrated job performance of candidates.

Section 3. Probationary Employees. All Employees shall be on probation for their ninety (90) calendar days of employment in the Bargaining Unit. During the first ninety (90) calendar days of employment in the Bargaining Unit, the employee is subject to discharge without recourse to the Grievance Procedure. Times may be extended by mutual consent of both parties. Upon completion of the probation period, employees will receive Seniority as of their date of hire.

Section 4. Seniority will be a factor in employment decisions on the basis set forth in Section 2 hereof, in determining promotions, recalls, transfers, changes in shifts, and job openings. Factors for consideration in determining layoffs are first experience, qualifications, and demonstrated job performance, and then seniority. Employees that are selected to be laid off, may request to be re-classified to a lower classification if that employee has the job qualifications and greater seniority than the employee at the lower classification. Probationary and temporary employees shall be laid off prior to employees with seniority.

Section 5. A non-probationary, full time, non-temporary employee who is laid off shall have call-back rights for a period of one (1) year. It is the responsibility of the laid-off employee to keep the Company advised by certified mail of any changes in his mailing address. The Company shall be considered to have fulfilled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee shall express to the Company his intent to return to work not more than seventy-two (72) hours after receipt of certified notice from the Company; thereafter, the employee will have a maximum of seven (7) calendar days in which to report for duty.

Section 6. Seniority Termination

An Employee's seniority shall be terminated upon the occurrence of any of the following events:

- A. Employee is discharged for just cause;
- B. Employee voluntarily quits;
- C. Employee has been on layoff status in excess of the time limits provided in Section 5 above;
- D. Employee fails to express to the Company his intent to return to work and/or does not return to work in accordance with the requirement of Section 5 above;
- E. Employee retires and/or becomes permanently disabled;
- F. Employee fails to report for work and fails to notify the Company for three (3) consecutive days;
- G. Employee fails to renew a leave of absence; except where circumstances caused by the Employee's illness or accident make it impossible for the employee to report or for anyone else to report for the employee.

Section 7. Seniority Termination (Transfer/Promotions)

In the event an employee is transferred and/or promoted from a Bargaining Unit position to a non-bargaining position with the Company, it is agreed that the employee shall, for a period of one (1) year, retain, but not accrue seniority from the date transferred or promoted. If the period outside the Bargaining Unit exceeds one (1) year, the employee will forfeit the seniority accrued within the Bargaining Unit at the time of transfer or promotion. During the one (1) year time period, such employees may return to their previous job classification if they have sufficient seniority and provided, they do not displace any member of the Bargaining Unit.

When an employee has returned to a Bargaining Unit position prior to completing the one (1) year time period as described above, the employee must remain in a Bargaining Unit position for a

period of one hundred eighty (180) days before accepting another non-Bargaining Unit position. If the employee accepts another non-Bargaining Unit position, prior to completing the one hundred eighty (180) day period, all time spent outside the Bargaining Unit shall be counted towards the one (1) year, non-Bargaining Unit limit.

ARTICLE IX

PROMOTIONS AND QUALIFICATIONS

Section 1. Promotions will be based on experience, qualifications, and demonstrated job performance as determined by the Company. In the event these factors are essentially equal, as determined by the Company, seniority shall prevail.

Section 2. When an employee has been reclassified through the promotional procedure, he may be allowed a maximum of ninety (90) calendar days in which to demonstrate his competence. If unable to perform the duties of the new classification or at the employee's request, he shall be returned to his former job classification and rate as if no break had occurred. If the position is still required, the Company shall fill the position with the next most qualified original applicant.

Section 3. **A.** Regular Bargaining Unit vacancies shall be dated and posted for at least four (4) working days in order for employees to make application in writing to the Administrator. The "Notice of Vacancy" shall be posted on all Union bulletin boards, (as required in Article XVIII, Section 4), for four (4) working days. Bids received after the closing date shall not be considered. The Company reserves the right to cancel any posted job notice prior to the vacancy being awarded.

B. The Company shall deliver a copy of the "Notice of Vacancy" to a Steward on the day the vacancy is posted.

Any non-Bargaining Unit positions may be posted given the program business needs, and the level of expertise required to fulfill prospective mission requirements. This decision will be made by the Company.

Section 4. In the event there are no qualified applicants from within the Bargaining Unit who meet the stated requisites for a job vacancy, and time allows, the Company may at its option, fill such vacancy by either transfer or new hire of an employee from outside the Bargaining Unit. The Business Manager or Assistant Business Manager may review all applications for posted job vacancy within four (4) work days of Company selection for the purpose of verifying the position requirements and applicants' qualifications.

Section 5. Short-Term Assignments

A. Short-term assignments, lasting greater than four (4) calendar weeks, will be posted for at least two (2) work days. The balance of the requirements of this Article, (minus the posting period) will be followed for making the selection of qualified employees.

B. When selecting employees for short-term assignments, the Company will determine the qualifications of the applicants from the regular work force, in an effort to afford the qualified employees an opportunity to work in a higher classification, on a temporary basis. The qualified employees may be rotated into the short-term assignments, to the best of management's ability, without jeopardizing the ability of the resident shop to meet its workload.

Regular employees selected to fill the short-term assignments, shall be returned to their previous job classifications at the end of the short-term assignment, with accrued seniority.

ARTICLE X

VISITATION

Section 1. A duly authorized representative of the Union (exclusive of Stewards) will be required to request authorization from the Manager for visitation. The Union Representative must have the same customer authorization as other visitors, prior to the visit. During his visit the Union Representative must not interfere with operational requirements, nor can they use Company telephones or facilities to conduct Union meetings or business, without prior approval of the Manager, or the designated Supervisor.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 1.

Employees covered by this Agreement, shall be governed by and abide by the same company rules as stated in the company(s) policy manual.

Section 2. In accordance with the terms and provisions of this Agreement, it is understood that the Company has the right to discipline or discharge an employee for any just and sufficient cause. However, during such investigation that may lead to discipline or discharge, an employee who requests representation shall be provided Union representation. The employee is entitled to have Union representation during such investigation and disciplinary action or discharge if employee requests.

Section 3. All counseling/reprimands shall be discussed with the employee and Steward if the employee so requests. Employees will be provided a copy and asked to initial receipt of the reprimand. Initialing does not constitute agreement, only that the written reprimand was discussed with the employee.

Section 4. A written counseling/reprimand may be given to an employee for a performance deficiency. Solely at the employer's discretion the employee and his/her immediate supervisor may

meet for the purpose of discussing the employee's progress in correcting his/her performance deficiency.

Section 5. All written counseling/reprimands given for any other reason, except EEOC complaints or serious infractions of Company Policy, shall not be considered applicable for subsequent progressive discipline after two (2) years, unless the employee is disciplined for another violation within that two (2) year period. The Employer shall not remove non-current disciplinary notices from the employee's file. Such notices may be used to demonstrate pattern and practice or employee knowledge of Company work rules and in considering demonstrated job performance with consultation of the Union Business Manager.

Section 6. Employees may verify that such disciplinary records have been cleared from their files.

Section 7. Any violation of rules or regulations as set forth in the Contract or at Yuma Proving Ground (YPG) will be grounds for termination of employment.

ARTICLE XII

GRIEVANCE PROCEDURE

A grievance shall be considered a violation by either the Union or the Company of a specific enumerated provision of this contract. To be considered timely, a grievance must be submitted within fourteen (14) calendar days of the day the grievant first knew or reasonably should have known of the alleged violation.

Section 1. When an employee or the Union has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided.

Any grievance that either (a) is not appealed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members. Any grievance that is not timely submitted shall be waived. Any grievance that is not answered by the Company shall be deemed denied by the Company.

Section 2. STEP 1. An employee believing that they have cause for a grievance may, at their option, discuss the issue directly with his immediate Supervisor in an attempt to settle the grievance or may take it up with their Union Representative who shall discuss the issue with the employee's immediate Supervisor within four (4) working days after the incident becomes known. Both parties recognize the desirability of settling problems promptly through full discussion. Every effort will be made to resolve differences at the oral stage of the Procedure. The Union shall be notified of any such proposal to resolve differences at the oral stage of the Procedure.

Section 3. STEP 2. If the issue is not resolved orally, the grievance shall be submitted in writing to the Supervisor at the next highest level within eight (8) working days. The written grievance must specify the Article and Section of this Agreement alleged to have been violated; must be signed by the aggrieved employee or employees, or Union, and must specify the relief sought. The Supervisor shall discuss the grievance with the Union Representative within eight (8) working days after receipt and shall provide a written answer to the grievance within eight (8) working days after such discussion.

Section 4. STEP 3. Within eight (8) working days of the Supervisor's answer, the Union Representative may appeal the grievance in writing to the Project Manager. The Project Manager or his designated Representative shall discuss the grievance with the Union Representative within eight (8) working days after he received it and shall answer it in writing within eight (8) working days after the discussion.

Section 5. If an employee is terminated, Step 1 and Step 2 of this Grievance Procedure shall be omitted and the grievance shall go directly to Step 3. If grieved, the grievance shall be filed within ten (10) working days of the termination of the employee.

Section 6. The time limits specified in this Article will be strictly adhered to unless adjusted by written agreement of both parties. For the purpose of this Grievance Procedure and the Arbitration Article below, "working days" shall mean Monday through Thursday, exclusive of Fridays, Saturdays, Sundays, and holidays. "Working days" will mirror the work week for this contract, as specified by the YPG Contracting Office.

Section 7. Under the Grievance Procedure, in the event that the Employer does not respond or otherwise provide an answer to a grievance within the time specified in the applicable phase of the grievance procedure, the grievance shall be considered denied and the Union may proceed to the next available Step of the Grievance Procedure, up to and including binding arbitration under Article XIII.

ARTICLE XIII

ARBITRATION PROCEDURE

Section 1. The Arbitration Procedure hereinafter provided shall extend only to those issues which are herein defined as arbitrable. In order for a grievance to be arbitrable, it must: (1) have been properly and timely processed through the Grievance Procedure: (2) solely involve interpretation or application of a specified provision or provisions of this Agreement: (3) not rest on any alleged understanding, practice, or other matter outside the scope of this Agreement: and (4) not require the arbitrator, in order to rule in favor of the party requesting arbitration, to exceed the scope of his jurisdiction under this Agreement.

Section 2. The provision(s) of ARTICLE XII, Grievance Procedure in this Agreement is not intended to imply, nor is a third party to infer, that all grievances may be appealed to arbitration; and the fact that a controversy has been handled under the Grievance Procedure shall not preclude either party from raising the question of arbitrability with respect to such controversy. If the question of arbitrability is raised, such question shall be submitted, in writing to an arbitrator, and the arbitrator's decision on such question shall be final and binding on both parties.

Section 3. Within ten (10) working days following the Company's Step 3 answer under the Grievance Procedure, the aggrieved party may give written notice to the other party of appeal to arbitration.

Section 4. At the request of either party, the Administrative Manager of the Company and the Business Manager of the Union, or their designated Representatives may meet to discuss the issue(s) and arbitrability of said issue(s). Such meeting shall be held as soon as possible after the notice of appeal is received.

Section 5. Within ten (10) working days of receipt of notice of appeal, the parties will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. When the panel is received the parties in turn shall have the right to strike a name from the panel until only one name remains. The remaining person shall be the arbitrator.

Section 6. The arbitrator shall have no power to add to, subtract from, or modify any terms of this agreement or any other agreement made supplementary hereto; it being the intent of the parties that the express and specific provisions of this agreement shall govern the entire relationship of the parties and shall be the sole source of any and all rights or claims which either party may assert against the other.

Section 7. The parties agree that an arbitrator may hear and decide a charge of a violation of Section 8(a)(1) or 8(a)(3) of the National Labor Relations Act, provided the charge against either party is deferred to arbitration by Region 28 of the NLRB. An arbitrator may also hear and decide a charge of a violation of Section 8(a)(5) of the NLRA when such charge is entwined with related 8(a)(1) or 8(a)(3) allegations, provided that the charge against either party is deferred to arbitration by Region 28 of the NLRB. The parties agree the decision of the arbitrator regarding a violation of the NLRA shall be final and binding, upon acceptance of the arbitrator's decision by the appropriate NLRB authority.

Section 8. The decision of the arbitrator shall be final and binding upon the parties to this Agreement.

Section 9. The compensation and expenses of the arbitrator, the court reporter, transcript(s), hearing room, and other costs of the arbitration proceeding shall be borne equally by the parties. Each party shall be solely responsible for their own attorney's fees and costs.

ARTICLE XIV

HEALTH AND SAFETY

Section 1. Safety is the responsibility of everyone. It shall be the duty of all Company employees to maintain the work place in a safe, clean and sanitary condition. Failure of employees to comply with company work conditions, including verbal and published safety guidance, to include the wear and use of personal protective equipment, uniforms and badges will not be allowed to work, will not be compensated for time in non-compliance and will result in disciplinary action, up to and including termination of employment.

Section 2. The Company shall provide uniforms where required. The Company shall provide mandatory safety equipment as required by state, federal and OSHA regulations, under this Contract. Employees will be required to wear uniforms and safety equipment as defined by the Company. **The Company will pay up to \$150.00 per year towards the purchase of Company acceptable safety foot wear as determined by the Project Manager.**

Section 3. **The Company will reimburse Employees up to \$250.00 every 2-year period for the purchase of prescription safety glasses with prior approval of the project manager. Employee will be required to provide receipt of purchase prior to payment by the Company.**

Section 4. The Company will pay for or reimburse the employee for the cost of successful acquisition or renewal of Certification(s) and/or License(s) that is (are) required to maintain the employee's job, up to a maximum of \$500.00 per year at the Project Manager's discretion. The Company will pay the cost of employee's CDL physical examination at the Project Manager's discretion and the employee may be required to use the Company's physical examination provider. If using the Company provider, the Company will schedule the exam upon notice that an exam is needed.

Section 5. The Company shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law as agreed to by the project manager. It shall not be a violation of this Agreement if employees refuse to operate such equipment when the Union Business Manager or his/her representative concurs with the unsafe condition(s) or unless such refusal is unjustified. No disciplinary action shall be given for reasonable safety concerns after consultation with the Union Business Manager and Project Manager.

Section 6. The initial trip to a medical facility for treatment of an industrial injury will not cause a loss of pay to the injured employee through the end of scheduled work shift on which the injury occurs. Wages will be paid at straight time wages, and not be considered hours worked for overtime calculations.

ARTICLE XV

LEAVE OF ABSENCE

Section 1. Leaves of Absences will be granted in accordance with the Family and Medical Leave Act, Military duty, and Company policy upon application from employees who have completed their probationary period. Requests for leave of absence must be made in writing and must be approved by the Company. Employees on Military Leave shall continue to accumulate seniority during such approved period of service in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Company shall have the discretion to grant or deny requests for Leave of Absence in accordance with Company's policy and in accordance with applicable federal and local laws.

Section 2. An employee, with a full release from his personal physician, shall return to work prior to the expiration of such approved leave of absence. Verification of fitness to return to full duty may be required by the Company.

An employee with less than a full release from his personal physician, may return prior to or at the expiration of such leave, subject to the approval of the Company.

Section 3. When a leave of absence is granted, the employee, upon return to active employment, will be returned to a job of like classification if such job still exists and the employee has sufficient seniority subject to the terms of Article VI, Section 2 of this Agreement. However, if circumstances have eliminated such comparable jobs, the employee will be returned to duty only upon the availability of work and at the full discretion of the Company.

Section 4. When an employee fails to return to work at the expiration of the approved leave of absence, or accepts gainful employment during the leave of absence, without prior Company written approval, the employee will be terminated.

Section 5. At the sole discretion of the Company, leaves of absence without pay, not to exceed four (4) days, for Union Business will be granted to employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions, and Union educational courses, provided advance notice is given in writing to the Company and current work conditions will allow. The Company may limit the number of employees due to the operational requirements.

Section 6. Any employee (not to exceed one (1) employee) who has over six (6) months Company service and who is elected to an office in the Local Union or is appointed to an office in the IBEW requiring his absence from duty with the Company, will be granted an unpaid Leave of Absence for a period not to exceed three (3) years. During such period of Leave of Absence, such employee shall accrue no benefits and shall be entitled to payment of accrued benefits as if employment is terminated at the beginning of the employee's Leave of Absence. The employee may be reinstated to his former position or its equivalent upon completion of his term of office at the sole discretion of the Company and the availability of work, if he applies for restoration for reinstatement within

fifteen (15) days after expiration of his term. An extended Leave of Absence for Union business will not be considered a break in service and seniority shall be retained during the term of the Leave.

Section 6. An employee on an approved Leave of Absence with accrued Vacation pay available shall be granted such pay if requested by the employee, or as required by the Company's FMLA policy or law.

Section 8.

A. A copy of the approved Leave of Absence, including the start date and duration will be given to the employee if approved by the Company.

B. The Company shall notify the Union of all approved Leave of Absence requests and extensions as described in this Article.

ARTICLE XVI

JURY DUTY

Time off for Jury Duty will be allowed without pay unless otherwise required by law. Employees may use accrued Personal/Medical Leave, or accrued Vacation time if requested by the Employee, in writing, prior to the date of Jury Duty. As much advance notice as possible (one month preferably), in writing, must be given to the employee's supervisor. The employee must submit evidence of actual jury duty to the supervisor. The Company will comply with ARS 21-236.

ARTICLE XVII

HOLIDAYS

Section 1. Full time employees (including probationary employees) will receive **eleven (11)** Company paid holidays as follows:

New Year's Day

President's Day

Juneteenth

Independence Day

Columbus Day

Martin Luther King Day

Memorial Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 2. Holiday pay shall consist of ten (10) hours pay at the employee's straight time rate. Holidays will be observed on the day specified by the Contracting Officer.

Section 3. Should any holiday authorized above fall on a Friday or Saturday, the preceding workday will be considered the holiday unless a different day is directed by the Contracting Officer, or there is a change in the YPG work schedule. Should any holiday authorized above fall on a Sunday, the following Monday will be considered the holiday unless a different day is directed by the Contracting Officer or there is a change in the YPG work schedule.

Section 4. Employees required to work on the actual holidays listed in Article XVII, Section 1 above or on the observed holiday, will receive holiday pay, in addition to the employee's straight time rate plus one half (1/2) the straight time rate for hours worked.

Section 5. Premium pay an employee receives for work on a holiday will not be used in the calculation of the regular rate of pay for over time purposes.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Equal Application of Agreement. The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by it without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, age, religion, sex or national origin, or against any qualified employee on account of disability or prior U.S. Military service.

Section 2. Partial Invalidity of Agreement. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The Company and the Union shall meet to negotiate new contract language to replace the particular provision(s) aforementioned, if requested by either party.

Section 3. Application. This Agreement shall be binding upon the Union and the Company.

Section 4. Bulletin Board. The Company agrees to provide a bulletin board for Union posting. The Union agrees not to post any inflammatory, derogatory or obscene literature. Should there be any question as to the appropriateness of anything posted; the Union agrees to remove it pending a meeting to discuss said appropriateness.

Union bulletin boards shall be provided at the main Company office, Bldg. 204 and the heavy equipment yard office.

Section 5. Training.

DQR

A. The Company, at its discretion, will provide employees the necessary tools, equipment, and materials that the Company reasonably determines is (are) necessary to meet the operational and maintenance requirements of their job classification. Employees understand that all training required by the Company is a condition of employment and non-compliance may result in termination.

B. The Company may make available applicable books and documents for use as reference materials.

Section 6. Tools. Employees will sign for receipt of tools and equipment and be responsible for the accountability and condition of the items assigned to them. Employees who are found to have destroyed, damaged, or lost tools and equipment either through intentional actions or negligence, are subject to disciplinary actions up to and including termination.

Section 7. New Job Classifications. In the event it becomes necessary or advisable to establish a new job classification in the Bargaining Unit, the Parties agree that the wage will be the DOL Area Wage Determination for said position. In the event the job classification is not contained in the DOL wage classifications, it is agreed that the Company will establish the wage rate for that position, but must notify the Union of the proposed classification, position description and wage rate and must negotiate the rate if requested by the Union. Such negotiation may take place remotely via telephone and e-mail.

Section 8. General. The Union acknowledges that the Company will utilize, at its sole discretion, subcontractors to perform work on this Contract. However, the Company agrees that during the terms of this Agreement it will not subcontract work of the kind or character performed by the Bargaining Unit employees for the sole purpose of displacing Bargaining Unit employees.

ARTICLE XIX

EMPLOYEE CLASSIFICATIONS

Section 1. The Company will adhere to the Services Contract Act Directory of Occupations as a guide to the position descriptions that were bid in the Re-competition. Changes to these position descriptions will be made to maintain efficiency and to respond to changing Customer requirements. The Union shall be notified of any proposed changes to the position descriptions.

Section 2. The Company, at its discretion and at any time, may utilize an Employee to perform work in two (or more) separate job classifications listed in Article XXIII for an indefinite period of time. The Employer shall notify the Employee of any such assignment and the nature of the assignment. An employee who is assigned to perform the duties of a higher job classification and

performs the duties of that higher job classification shall accurately record their time performing the higher job classification and shall be paid the appropriate wage rate for the actual time such duties are performed.

ARTICLE XX

BENEFIT PLANS

Section 1.

A. Bereavement Leave

Employees will receive up to three (3) days, ten (10) hours per day of scheduled work days, of paid Bereavement Leave per calendar year and may receive up to three days of unpaid leave for any following deaths in a calendar year. Beyond the first occurrence, the Employee may utilize accrued Personal/Medical leave or Vacation Leave. Bereavement Leave is available for the death of employee's parent, step-parent, spouse, brother, sister, child, step-brother, step-sister, step-child, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, grandparent-in-law, brother-in-law or sister-in-law. Leave must be taken within ninety (90) days of the death of the eligible relative and within ten (10) days of the services for the eligible relative. In the event of multiple deaths of eligible relatives at the same time, only one leave of up to three (3) days will be allowed. Verification of death and services may be requested.

B. Maternity Leave

Non-paid Maternity Leave will be allowed in accordance with the Company's FMLA policy or law.

C. Paid Personal/Medical (Sick) Leave

Personal/Medical leave shall be accrued on a weekly basis at the rate of 1.54 hours per week (80 hr. per year). Employees are eligible and shall start accruing Personal/Medical leave immediately upon date of hire.

After two consecutive medical leave days, employee must provide a signed doctor's excuse to employee's supervisor upon return to work.

The Employer reserves the right to discipline employees for attendance-related infractions, regardless of the employee's provision of a doctor's note. The Employer may discipline employees for patterns of absences.

Pay will be computed at straight time hours and will not be counted for overtime calculation. Up to a maximum of forty (40) hours of Personal/Medical leave can be carried over for medical purposes of the Employee only. The amount of Personal/Medical leave allowed for carryover will be reduced weekly by both the Personal/Medical leave accrued and accrued Vacation earned in the

current year. All other Personal/Medical leave must be taken during the year in which it is earned, and will not be carried over. In the event of termination, employees will not be entitled to receive payment for any earned but unused Personal/Medical leave time.

The Employer shall require employees on leave to utilize all eligible paid personal/medical (sick) leaves referenced under this Section during Family Medical Leave and other associated state and federal leave law.

Up to a maximum of twenty (20) hours of Personal/Medical leave will be allowed to be carried over following December 31, but must be used in the first ninety (90) days of the following year.

D. Vacation Plan

Vacation is earned and accrued based on the employee's length of service and the following schedule. Accrual rates per pay period will be computed by dividing the number of applicable vacation hours by the number of pay periods in a year.

<u>Complete Years of Service</u>	<u># of Vacation Hours/Year</u>
From Hire – 4 years	80
5 – 10 years	120
11 + years	160

Vacation must be taken in the anniversary year earned. Every effort will be made by project management to allow employees to use vacation when requested in order to take it before the end of their anniversary year. If contract obligations require that an employee's vacation be postponed and it cannot be rescheduled before the end of the employee's anniversary year, then management will provide a written authorization to carryover that portion of the vacation to be taken in the next anniversary year. Prioritization of vacation where a coverage conflict occurs will be adjudicated by the Project Manager based on seniority.

Up to forty (40) hours of unearned vacation in any given contract year may be scheduled with management's approval. In the event of termination of an employee for any reason, taken or paid vacation not yet earned shall be deducted from unpaid wages.

Accrued vacation time may be used after the employee has earned six (6) months seniority. After initial eligibility, employees may use vacation time as it is accrued, but in increments of not less than four (4) hours.

Upon an employee's termination with the Company, the employee shall receive vacation pay in the amount accrued but not taken.

Vacation may be taken, subject to management approval, in no more than eighty (80) hour increments with at least thirty (30) days between vacations. In the event that 2 or more employees have requested vacation on the same dates. Vacation approval priorities will be 1) The Mission, 2) Seniority

Up to a maximum of forty (40) hours of Vacation may be carried over beyond the Employee Anniversary date, but must be used in the first ninety (90) days after the Employees Anniversary date.

E. Savings Plan Match

The Company shall contribute a match as determined by each individual Company(s) Employee Handbook and/or policy of \$0.80 for every dollar contributed by the employee, up to 6% of the employee's gross wages, into the Company's 401K plan. Company matching contributions will be made within thirty days after the end of the month in which the employee contributed to the Company's 401K plan.

F. Health Care

1. The Company will provide and maintain the following benefit plans for the employee at no cost to the employee: (see individual company plan description for the specific benefits provided)

- Health Saving Account Medical Insurance; to include prescription card ("HSA Medical Insurance")
- Vision Insurance
- Dental Insurance
- Life Insurance
- STD
- LTD

("Company Benefit Plans") The specific terms of the Company Benefit Plans and their plan descriptions will govern the operation of those Company Benefit plans and the benefits they provide.

For all Company Benefit Plans, the Company shall have sole discretion to determine and establish the specific benefits and design of the Company Benefit Plan(s), including but not limited to adjusting the coverage levels of the Company Benefit Plan(s) to permit the Company to address and mitigate any increases in the cost of such Company Benefit Plan(s).

2. The Company shall continue to provide Health Care coverage for the employee's dependents, at the same benefit level, with the cost paid by the Company maintained at 65% and the cost shared by the employee maintained at 35%.

3. The Company has provided the Union with a summary of the costs of each of the Company Benefit Plans as of January 1, 2019. The Company will provide the Union with an updated

summary of those costs each year with the new costs of the Company Benefit Plans. During the life of this agreement, if the cost of any Company Benefit Plan rises in excess of five (5) percent from the prior year, (i) the cost in excess of a 5% increase from the prior year's costs will be paid by the employee, and (ii) the Union and the Company shall meet to discuss modifications to the applicable Company Benefit Plan that will reduce the cost increase to 5% or less. The Company will strive to maintain economic benefit levels, but will retain the right to amend or change any Company Benefit Plan in order to keep costs within the limits defined in this paragraph.

4. Special Benefit Allowance (for those employees eligible for and opting out of the Group Benefit Coverage): Employees may opt out of medical insurance coverage if they demonstrate that they have other insurance coverage that meets the minimum essential coverage standards of the Affordable Health Care Act. Employees that opt out of medical insurance coverage shall receive a credit up to a maximum amount as determined by Company(s) policy. This credit will be paid into the Company's 401(k) plan on behalf of the employee as a pre-tax, prevailing wage contribution.

ARTICLE XXI

OVERTIME, CALL-OUT, AND OFF-HOUR

Section 1. Overtime will be paid after ten (10) hours worked in a workday, with prior approval by the Government.

Overtime will be paid after forty (40) straight time hours worked in a workweek.

Overtime will be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay.

No paid, non-worked hours will be counted for overtime calculation, or considered as hours worked.

Section 2. Minimum Call-Out Time.

When the employee is scheduled for other than normal work hours, or called out, he will receive a minimum of four (4) hours pay at the appropriate rate. An employee who has left the facility for the day, and is contacted by the Company to return to work, will be considered "called out", regardless of the location of the employee's residence. An employee contacted to report to work a minimum of two (2) hours prior to the start time of his shift will be considered "called out".

If an Employee works greater than six (6) hours beyond the Employee's normal scheduled work day or is "called out" between the hours of 10:00 PM and 4:00 AM prior to a normal scheduled work day or performs work between the hours of 10:00 PM and 4:00 AM prior to a normal scheduled work day, the Employee will be entitled to nine (9) hours rest period. If the rest period falls into the Employee's regular work day, the Employee will be paid straight time rate for all hours of the rest period that falls within the regular work day, provided the employee reports to work on that day, during what would be the Employee's regular working

hours, at the end of their nine (9) hour rest period. If the Rest Period requirement is greater than eight (8) hours of the Employee's normal work day, the Employee will not be required to report to work, but will be paid the straight time rate of pay for the entire ten (10) hours of the Employee's normal scheduled work day.

Section 3. Off-hour Contact

When an authorized employee (Lead), is contacted outside of work hours (by management), and conducts work for the Company, they shall be compensated at the appropriate rate for the actual time spent doing Company business. Compensation shall be based on 1/10th hour increments.

Section 4. Pyramiding of Premiums.

No employee shall receive more than one (1) premium rate, for the same hours worked and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

ARTICLE XXII

HOURS OF WORK

Section 1. Definitions

A. Workweek. The standard workweek for payroll purposes shall consist of seven (7) consecutive days, beginning at 12:01 a.m. Monday and ending at 12:00 p.m. (midnight) the following Sunday. The normal workweek shall be forty (40) hours.

B. Workday. For pay purposes, the work day consists of ten (10) hours between 6:00 a.m. and 4:30 p.m. with an unpaid meal period of not less than one-half (1/2) hour (Monday through Thursday).

C. Different shifts may be established in order to meet the requirements of the customer.

D. Normal work days for Yuma Proving Ground are Mondays through Thursdays and normal duty hours are 0600 – 1630. All routine work, as specified herein and throughout the contract, shall be accomplished Monday through Thursday, during the normal duty hours, excluding holidays. All scheduled deviations from these established hours shall be coordinated by the Company through and approved by the COR.

E. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or week or days of work per week.

ARTICLE XXIII
CLASSIFICATIONS AND RATES

Section 1.

CLASSIFICATION	Current CBA Effective Date 4/1/2020	Effective Date 11/1/2021	Effective Date 11/1/2022	Effective Date 11/1/2023
Accounting Clerk I	15.74	\$16.68	\$17.27	\$17.87
Accounting Clerk II	17.27	\$18.31	\$18.95	\$19.61
Accounting Clerk III	21.65	\$22.95	\$23.75	\$24.58
Budget Assistant	24.42	\$25.89	\$26.79	\$27.73
Carpenter Maintenance I	26.44	\$28.03	\$29.01	\$30.02
Computer System Analyst-1	31.35	\$33.23	\$34.39	\$35.60
Drafter/CAD Operator III	25.92	\$27.48	\$28.44	\$29.43
Electrician Maintenance I	28.44	\$30.15	\$31.20	\$32.29
Engineering Technician IV	28.90	\$30.63	\$31.71	\$32.82
General Clerk. IV	18.62	\$19.74	\$20.43	\$21.14
General Maintenance Worker	25.44	\$26.97	\$27.91	\$28.89
Heavy Equipment. Operator	26.88	\$28.49	\$29.49	\$30.52
High Voltage Lineman	41.27	\$43.75	\$45.28	\$46.86
HVAC Technician I	27.36	\$29.00	\$30.02	\$31.07
Laborer - General Maintenance	15.42	\$16.35	\$16.92	\$17.51
Landscape Specialist	25.44	\$26.97	\$27.91	\$28.89
Locksmith	26.44	\$28.03	\$29.01	\$30.02
Maintenance Trades Helper	22.20	\$23.53	\$24.36	\$25.21
Material Coordinator (Buyer)	21.16	\$22.43	\$23.21	\$24.03
Material Coordinator	21.16	\$22.43	\$23.21	\$24.03
Painter Maintenance	20.25	\$21.47	\$22.22	\$22.99
Pest Controller	25.44	\$26.97	\$27.91	\$28.89
Plumber Maintenance I	26.44	\$28.03	\$29.01	\$30.02
Production Controller	22.55	\$23.90	\$24.74	\$25.61
Rigger	26.88	\$28.49	\$29.49	\$30.52
Service Order Dispatcher	16.84	\$17.85	\$18.48	\$19.12
Small Engine Mechanic	25.44	\$26.97	\$27.91	\$28.89
Stock Clerk	16.41	\$17.39	\$18.00	\$18.63
Supply Technician	23.82	\$25.25	\$26.13	\$27.05
Truck Driver-Med./Crew Leader	18.47	\$19.58	\$20.26	\$20.97
Truck Driver - Heavy	21.41	\$22.69	\$23.49	\$24.31
Warehouse Specialist	17.12	\$18.15	\$18.78	\$19.44

Water Treatment Operator	26.44	\$28.03	\$29.01	\$30.02
Work Order Receptionist	21.65	\$22.95	\$23.75	\$24.58
Work Order Receptionist II	22.55	\$23.90	\$24.74	\$25.61

Section 2. LEAD PAY

	Current Wage 4/1/20	Wage Effective 11/1/2021	Wage Effective 11/1/2022	Wage Effective 11/1/2023
Lead Pay	\$2.00	\$3.00	\$3.50	\$4.00

Lead pay shall be paid only for hours worked and shall not include vacation or personal/medical leave. Permanently appointed leads will receive lead pay for holidays, provided no other employee must be appointed as lead in the absents of the permanently appointed lead. All lead positions, temporary or permanent, shall be appointed by the Project Manager as required.

Section 3. HAZARDOUS DUTY COMPENSATION

Employees shall receive Hazardous Duty Compensation, equal to the current lead pay and approved by the Project Manager, computed in fifteen (15) increments, for all time worked in areas deemed hazardous, which require E.O.D. escort, as required by the E.O.D. review of Service Orders.

ARTICLE XXIV

TEMPORARY SERVICE AGENCY EMPLOYEES

Section 1. Scope

The Union and the Employer agree that the Employer may utilize the services of employees dispatched from a temporary service agency or hired directly by the Employer to perform certain duties on a limited-term basis.

The parties recognize that these temporary employees may be assigned duties of regular employees on long-term leaves, perform work on special short-term or fast track projects, assist during periods of unusual work demand, or other duties as needed. A temporary employee may not exceed three hundred (300) days of consecutive temporary employment, measured from his first day of assignment. Temporary employees may not exceed twenty (20) percent of the Employer's work force on the Contract. The Employer shall notify the Union of the assignment of a temporary employee within thirty (30) days of the temporary employee's first day on premises.

Section 2. Seniority

A. Temporary employees may be hired in a classification only after Bargaining Unit employees in that classification with recall rights or qualified Bargaining Unit employees with recall rights, regardless of classification, have been given an opportunity to return to work, in accordance with Article VIII (Seniority), Section 5.

B. Job Changes. Reduction in Force (RIF): If a reduction in the number of employees should become necessary because of lack of work or for other justifiable reasons, temporary employees shall be laid off first within a classification.

Section 3. Leave of Absence

A. Limited unpaid leaves of absence for personal illness, Family and Medical Leave Act, Military duty, or personal reasons may be granted by the Company upon application from temporary employees who have been employed by the Company for a minimum of ninety (90) days in accordance with federal and local labor laws. Requests for leave of absence must be made in writing and must be approved by the Company.

B. A copy of the approved Leave of Absence, including the start date and duration will be given to the employee.

C. The Company shall notify the Union of all approved Leave of Absence requests and extensions as described in this Section.

Section 4. Holidays

Temporary employees will receive a pro-rata share of holiday pay based on hours worked during the week as required by Article XV for the following holidays which fall during their employment with the Company:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Juneteenth	
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Section 5. Employee Classifications

A. Temporary employees performing work covered by this Agreement shall be given a classification and pay rate listed in Article XXIII of this Agreement.

B. Temporary employees may be hired for a maximum of three hundred (300) calendar days. At the conclusion of the three hundred (300) day period, a temporary employee cannot be hired again as a temporary employee for a period of sixty (60) calendar days.

Section 6. Benefit Plans

Temporary employees shall receive the effective AWD Fringe Rate for all hours worked in lieu of life, accident and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, savings and thrift plans, and vacation pay.

Section 7. Overtime

When overtime is required on a project or job, temporary employees working on that project or job may work the required overtime. If additional manpower is required, qualified Bargaining Unit employees shall be offered the overtime prior to temporary employees not involved with the project or job.

ARTICLE XXV

DURATION AND TERMINATION

Section 1. Expiration date. This Agreement shall continue in full force and effect up to and including **April 30, 2024**.

Section 2. Notice to Modify or Terminate, Automatic Renewal. This Agreement shall continue in effect for successive yearly periods after **April 30, 2024**, unless notice is given in writing by either the Union or the Company to the other party at least sixty (60) days prior to **May 1, 2024**. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, on **April 30, 2024**, or the subsequent anniversary date, as the case may be. However, if the Contract is terminated or any option not exercised by the U. S. Government for any reason, this Agreement shall immediately terminate to coincide with the Contract termination.

Section 3. Expressed Understanding and Waiver. The Company and the Union expressly declare and acknowledge and each hereby voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to, exempted or covered by this Agreement, including, but by no means whatever limited to, any subject or matter which under this Agreement is within the right of the Company's Management to decide, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This waiver is intended to be, and shall be construed by any tribunal to which it may be presented, a specific waiver of each specific mandatory subject of bargaining not covered by the express written terms of this Agreement, including, without limitation, any past practices which the Company may have engaged in prior to the signing of this Agreement not specifically incorporated herein.

This Agreement shall become effective upon **May 1, 2021**, after receipt by the Company from the Union of written notice that it has been ratified by the Union.

FOR THE COMPANIES:

SHEARWATER SYSTEMS, LLC



08/09/2021

SIGNATURE and DATE

Robert W. Jones

PRINTED NAME

President -Shearwater Systems, LLC

TITLE

FOR IBEW, LOCAL 570:

IBEW, LOCAL 570



8/10/2021

SIGNATURE and DATE

Charles H. Grube

PRINTED NAME

Business Manager LU 570

TITLE

TECHFLOW INC.

David Q. Richard, Director of Contracts, TechFlow, Inc. Digitally signed by David Q. Richard,
Director of Contracts, TechFlow, Inc.
Date: 2021.08.09 15:45:51 -04'00'

SIGNATURE and DATE

David Q. Richard

PRINTED NAME

Director of Contracts

TITLE

DUES CHECK-OFF AUTHORIZATION TO BE RETURNED TO IBEW LOCAL 570.

MAIL TO:

IBEW, LOCAL 570

750 S. TUCSON BLVD

TUCSON, AZ 85716

FAX:

520-882-5396

SCAN AND EMAIL:

MARYG@IBEW570.ORG

**SHEARWATER SYSTEMS, INC. and TECHFLOW, INC. DUES CHECK-OFF
AUTHORIZATION FORM**

I hereby authorize and direct the above-named employer to deduct from my pay an amount equal to Union membership dues for the International Brotherhood of Electrical Workers, Local No. 570.

This authorization shall be irrevocable for one year from the execution date hereof or until the expiration of the applicable contract between the Company and the Union, whichever is lesser, and shall automatically renew itself for successive yearly or contract periods, whichever is the lesser, unless I give written notice to the Union and to the Company, prior to the expiration of the applicable yearly or contract period, of my desire to revoke this authorization, in which event the revocation shall be effective as of the last day of such applicable yearly or contract period.

DATE

EMPLOYEE'S SIGNATURE

CLASSIFICATION

PRINT NAME

HOURLY RATE

MONTHLY DUES