

# AGREEMENT

By and Between

L3 Technologies

And

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, LOCAL  
UNION 569



Technologies



Effective May 26, 2019 to May 25, 2024

**COLLECTIVE BARGAINING AGREEMENT  
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## **AGREEMENT**

THIS SHIPYARD AGREEMENT made and entered into this *26<sup>th</sup> day of May 2019*, at San Diego, California, by and between **L3 Maritime Services Inc.**, its successors or assigns, hereinafter referred to as "THE COMPANY" and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 569, hereinafter referred to as "THE UNION."

### **Article 1**

#### **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto with respect to the employees covered hereby and as hereinafter defined.

### **Article 2**

#### **SCOPE OF AGREEMENT**

The terms "employee" or "employees" as and wherever used in this agreement shall mean and include only those bargaining unit employees of the Company in San Diego and Imperial Counties in the job classifications set forth in Schedule A of this Agreement. Work heretofore regularly performed for the Company by the respective classifications represented by the Union, as set forth in Schedule A, shall continue to be performed by such classifications, subject to the provisions of Article 13 of this Agreement. All other employees of the Company are excluded from this Agreement, including but not limited to executives, administrative and professional employees, office and clerical employees, guards, first aid and safety employees (except employees covered by this Agreement and who may perform first aid functions in addition to their regular duties), and supervisory employees with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees. Such non-bargaining unit employees shall not perform bargaining unit work except for emergencies or instructional purposes.

However, in order to continue successfully pursuing combat system contracts, PacOrd must be allowed to maintain its core group of field engineers during slumps in the market when bargaining unit employees have been laid off. Therefore it is agreed that during low volume periods, field engineers may be required to perform hands-on functions on an as needed basis. The intent of this provision is not to displace bargaining unit employees, but instead is to allow PacOrd to maintain its core group of field engineers. This core group will not be increased for the purpose of displacing bargaining unit employees. The number of field engineers will be capped at the present level of ten.

If a supervisor performs bargaining unit work in violation of this Article, and the employee who would otherwise have performed this work can reasonably be identified, the Company shall pay such employee the applicable hourly wage rate for the time involved.

### **Article 3**

#### **RECOGNITION**

Section 1. The Company recognizes the Union as the exclusive representative of the employees covered by this Agreement, as set forth in Article 2 hereof, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

Section 2. It is the intent of the Company to assure the Union of an opportunity to refer applicants for job openings. Therefore, in the hiring of new employees, the Company agrees to notify the Union as far in advance as possible (normally the previous day) of job openings in any classification covered by this Agreement. The Company agrees to consider Union members together with other applicants and further agrees not to discriminate against Union members presented.

The Local Union shall establish and maintain an open and nondiscriminatory employment list for employment of workmen in the work jurisdiction of the Local Union.

Section 3. All employees shall be referred to the appropriate Union within thirty-one (31) calendar days of starting to work.

### **Article 4**

#### **UNION SECURITY**

Section 1. Each employee who is now or is hereafter employed in a job classification covered by this Agreement shall, as a condition of continued employment, become or remain a member in good standing of the Union on the THIRTY-FIRST (31st) calendar day following the commencement of such employment or following the effective date of this Agreement, whichever is later. Such employees shall remain members in good standing of the Union for the duration of this Agreement as a condition of their employment. Failure of any employee to comply with the provisions of this Section 1 may, upon written request of the Union, result in the termination of such employee. However, if payment of such arrears is made within a three (3) day period, the Company will not be required to discharge such employee. The Company shall not discriminate against an employee for nonmembership in the Union if (a) it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or if (b) it has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. (A). Upon receipt of an authorization signed by an employee to whom this agreement is applicable, the Company shall, pursuant to the provisions of such authorization, deduct from such employee's earnings, on the first payday of each month, the amount owed to the Union by each such employee for Union dues; however, should any such employee's earnings be less than the amount such employee owes the Union, the deduction shall be made from the employee's earnings on the next succeeding payday on which his or her earnings are sufficient to cover the amount of dues owed. The Company shall promptly mail to the Union a check made payable to the Union for the amount of dues the Company has withheld during such month, which shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each such employee's earnings. Upon

receipt of such check and list, an official of the Union shall sign one copy of such list, acknowledging receipt thereof, and promptly return it to the Company. The Company shall not be subject to any penalties or interest relating to this provision.

Section 2(8). The Local Union will be responsible to report to the Company the amount of dues owed per month per employee. This amount will be updated to the Company at least every six (6) months, when a new employee is hired or at the Company's request.

Section 3. The Union hereby indemnifies the Company and holds it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Article, except that the company is responsible for the accuracy of starting dates it reports to the union.

## **Article 5**

### **WAGE SCALES**

Section 1. The Company agrees to pay to its employees, and the Union agrees that its members employed by the Company will accept the wage scales for the various job classifications set forth and contained in the Schedule of Wages in Schedules A and B attached hereto, insofar as those occupations are performed in the regular course of duties and work of the Company.

Section 2. The wage scales herein established shall be considered as minimum scales only, and their establishment shall not prevent the payment or withdrawal of merit increases to any employee at the discretion of the Company, it being understood that no employee shall be deprived of any negotiated wage increase by reason of the fact that he or she is currently receiving premium pay.

Section 3. For Service Contract Act covered government contracts, Maritime Services may pay wages and fringes as specified in the area Determination, However as these may change from contract to contract, before implementing a new contract PacOrd will provide the union with copies of the area wage determination and will be available to explain the method for implementing the wage and fringe conformance.

Section 4. Working Foremen and leadmen in all departments who are not exempt from this Agreement shall be selected as far as practicable from the trade(s) they are supervising and with a view of their respective Union affiliation(s). The compensation of leadmen shall be no less than seventy-five(.75) cents per hour over the basic Schedule A hourly rate of the highest paid classification(s) they are supervising. The compensation of working foremen shall be not less than one dollar (\$1.00) per hour over the basic Schedule A hourly rate of the highest paid classification(s) they are supervising.

Section 5. Should the Company, during the term of this Agreement, undertake new or different work operation not covered by the Classifications contained in the Schedule of Wages in Schedule A attached hereto, but which are properly within the established jurisdiction of the Union, the Company may establish a new classification or classifications covering said new or different work operations, together with the wage rate or rates therefore, or may assign the work to an existing classification. If there is a dispute as to whether the classification and/or wage rate established by the Company for the new or different work operations are proper, the Union shall have the right to file a written grievance in Step 2 of the Grievance, as set forth in Article 15, after the commencement of said new or different work



operations to determine the proper classification and/or wage rate therefore. In the event both parties cannot agree, and the matter is referred to arbitration, the impartial arbitrator shall have the power to establish a new wage scale for said new or different work operations.

## **Article 6**

### **HOURS OF WORK**

Section 1. This article is intended only to set forth the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This article shall not be considered as any basis for the calculation of overtime, premium pay, or reporting pay.

Section 2. Eight (8) consecutive hours of work exclusive of a one-half (1/2) hour unpaid lunch period shall constitute a normal days' work. Forty (40) hours Monday through Friday shall constitute a normal work week. Multiple shifts may be worked at the discretion of the Company. The work schedule which fixes the daily or weekly work period shall be established by the Company in accordance with its requirements.

Section 3. Shifts shall normally be identified in accordance with the following:

- a. The day shifts shall be worked between the hours of 7:00 am. and 5:00 pm.
- b. The second shifts shall be worked between the hours of 3:30 pm. and 12:30 am.
- c. The third shift shall be worked between the hours of 11:30 pm. and 8:00 am.

Section 4. Shift arrangements which differ more than one hour from those provided herein may be made by mutual agreement between the Company and the Union.

Section 5. Notwithstanding the above Sections of this Article, the Employer shall have the right to establish alternate work schedules to meet customer requirements. Alternate work schedules could include variations in total hours worked per day, number of days worked per week and the starting and ending days of the work week.

The following shall apply to any alternate work schedule established by the Company:

**Workdays:**

There will be no more than twelve (12) straight time hours scheduled for any established work day.

**Workweek:**

There will be no less than three (3) days and no more than four (4) days in any established alternative workweek. An employee working all the established straight-time hours in his or her established work week will be entitled to forty (40) hours of straight time pay for that work week.

To protect the employees' ability to work continuous forty (40) hour weeks while changing between shifts, employees may work on their new shift at a straight time rate of pay on a volunteer basis if the new shift week begins prior to the end of the old shift's weekend period.

**Accrual Rates:**

The accrual of time for seniority purposes and for the qualification of vacation and fringe benefits will be prorated based on an eight (8) hour day. For example: an employee working ten (10) hours a day will accrue 1.25 credited work days for each day worked, or an employee paid for a forty (40) hour week but only working thirty-six hours, would be credited with five (5) full work days.

Employees whose established work week is less than forty (40) hours will receive pro-rated payment for the non-worked and normally paid hours, when they are unable to work the full established work week due to the timing of hire in, layoff and shift transfer; absences due to industrial injury and bonafide illness covered by a doctor's certificate, approved leave of absence; or other reasons approved by the Company.

**Overtime:**

All hours worked in excess of an employee's established work day or work week shall constitute overtime work and shall be paid at the applicable rate subject to the limitations of Article 7 and as further provided below.

Employees required to work additional days after completing all their established workdays shall be compensated at one and one-half (1 1/2X) times their regular rate of pay for the first such additional day worked and double (2X) their regular rate of pay for any additional days worked thereafter until the employee returns to his regularly assigned shift.

All work in excess of twelve (12) hours per day will be paid at double (2X) the employee's normal rate of pay.

**Holidays:**

When a holiday falls within an employee's normal work week, he/she shall receive his/her normal rate of pay for that day. When a holiday falls outside of an employee's normal work week, he shall receive a normal full days pay for the holiday.

**Jury Duty:**

If an employee is called for jury duty during a regularly scheduled work week, he/she shall be compensated for actual hours lost, subject to the limitations of Schedule "F".

**Prior Notice:**

Prior to implementing any alternative work week schedule, the Company will notify the Union Steward or Business Representative. Upon request of either Union representative, the Company agrees to meet with them to explain the need for the alternative schedule based on customer requirements and the expected duration of it.

**Assignment:**

The Company's assignment to these alternative work week schedules shall be first by volunteers from those qualified to do the required work and then by inverse seniority from among those qualified to do the required work.

Any questions that may arise out of the implementation of an alternative work week shall be subject to immediate discussion between the parties to attempt to reach an equitable solution.

## Article 7

### OVERTIME

Section 1. This article is intended only to provide the basis for the calculation of and payment for overtime, premium pay and reporting pay, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. (a) All time worked before and/or after regular hours on any shift, if continuous with the shift, shall be paid for at one and one-half (1 1/2) times the regular hourly rate of pay for the first two (2) hours, and double time thereafter, provided the employee has worked all scheduled straight time hours on that work day. Members of the bargaining unit who are requested to travel to perform work on contracts that are not under the control of the San Diego Operation will receive overtime compensation in accordance with the local rates and/or contract provisions.

(b) Employees who work overtime and do not receive an eight (8) hour break before their next regular shift shall not be required to report back to their regular shift.

(c) Employees who work around the clock without an eight (8) hour break, and are required to continue to work on their next regular assigned shift, shall continue to receive pay at the applicable overtime rate.

*Section 3. Time and one-half and double time.*

*Time and one-half and Double Time to be paid in accordance with the following schedule:*

*Monday through Friday - First 8 hours - Straight Time; Next 2 hours - Time and one-half, all remaining - Double Time*

*Saturday- First eight (8) hours - Time and one-half, all remaining - Double Time*

*Sunday and Holidays - Double Time.*

*Saturday and Sunday overtime compensation is predicated on 40 hour straight time work week.*

Section 4. All time worked on the seventh work day\_by an employee shall be paid for at two **(2X)** times the regular hourly rate of pay.

Section 5. The second and/or third shifts, when worked, shall, for purposes of this Article, be considered for pay purposes as of the day on which the preceding first or day shift started. Arrangements other than those provided herein may be made by mutual agreement between the Company and the Union.

Section 6. Nothing in this Agreement shall be construed as permitting or authorizing the pyramiding of overtime.

Section 7. When an employee is required to and does perform more than four (4) hours of work after the quitting time of the shift to which the employee is assigned, such employee shall be granted a thirty (30) minute lunch period at the end of such four (4) hours of work thereafter. During such lunch periods the employee shall be paid the applicable rate of pay therefore.

Section 8. Overtime shall be voluntary unless there are not enough qualified volunteers to meet the customer requirements, in which case mandatory overtime shall apply. When mandatory overtime exceeds thirty-days (30), the Company and Union will meet to discuss the overtime and time-off rotation schedule for reducing the potential for burnout and loss of efficiency.

Section 9. The Company shall endeavor to make an equitable distribution of overtime assignments among the employees covered by this Agreement consistent with job and work operation requirements.

## **Article 8**

### **SHIFT DIFFERENTIALS**

Section 1. Pay for a full second shift period shall be a sum equivalent to eight (8) times the employee's regular hourly rate of pay, plus fifty-five (55c) cents per hour. The above differential shall be included in holiday, vacation and reporting pay.

Section 2. Pay for a full third shift period shall be a sum equivalent to eight (8) times the employee's regular hourly rate of pay, plus seventy-five (75c) cents per hour. The above differential shall be included in holiday, vacation and reporting pay.

Section 3. For work on the second or third shift less than the full shift period, shift differential pay for the hours worked shall be the corresponding proportionate part of the pay for the full shift period.

Section 4. Any employee who is transferred from one shift to another (unless such transfer is requested by such employee) at the direction of the Company in less than fourteen (14) consecutive hours after having left the plant at the end of his/her regularly assigned shift, shall be paid at the rate of time and one-half (1 1/2X) for all work performed within the regular work hours of the shift to which transferred on the first day of such transfer. It is understood that double (2X) time shall be paid for hours worked on the seventh workday of the workweek and holidays under the provisions of this subsection.

## ARTICLE 9

### HOLIDAYS

*Section 1. The following days will be classified as holidays: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENTS' DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERANS DAY THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, or days observed as such.*

*All reasonable efforts will be made to grant Christmas Eve Day and New Years Eve day off to any /BEW member requesting such. No work to be done on Labor Day except in extreme emergencies.*

Section 2. Should a holiday fall on Saturday, the preceding Friday is observed. Should a holiday fall on Sunday, the following Monday will be so observed.

Section 3. All employees covered by this Agreement shall receive eight (8) hours' pay at their regular straight-time hourly rate for the holidays named in Section 1 above, when not worked (including shift differential) provided they shall have been in the employment of the Company for a period of thirty (30) days next prior to the holiday and shall have worked the last regular workday prior to and the next regular workday after such holiday. Employees on jury duty, subpoenaed witnesses in court, those taking military physical examinations, and those in jail due to false arrest, shall qualify as working the day before and the day after such holiday. Proof of absence for above reasons will be required by the Company. Employees on vacation period; and if the employees so desire, they may schedule their vacation period to be extended by the number of holidays involved.

Section 4. Any worked performed on holidays as enumerated in Section 1 of Article 9 shall be paid for at two (2x) times the rate of pay as listed in Schedule A in addition to holiday pay.

## Article 10

### VACATION PAY

Section 1. Annual vacations with pay are hereby established for all employees. Vacation accrual shall commence with the date of employment and shall accrue based on total active employment with less than one (1) year unbroken service.

- 80 accrual hours per year until your 5<sup>th</sup> anniversary
- 120 accrual hours per year from your 5<sup>th</sup> through 10<sup>th</sup> anniversary
- 160 accrual hours per year after your 10<sup>th</sup> anniversary

Section 2. The vacation shall be taken at such time as designated by the Company or by mutual agreement between the Company and the employee. Employees entitled to two (2) or more weeks' vacation, pursuant to the provision of this Article may, with the permission of the Company or by mutual agreement with the Company, take their vacation in non-consecutive weeks. Vacations are cumulative.

Section 3. If requested, employees shall be paid their vacation pay two (2) working days or more prior to starting their vacations or at a time they are scheduled to be paid in lieu of

vacations as set forth in Section 2 of this Article 10 at the regular, straight time hourly rate, including any shift differential, which they are then being paid.

Section 4. Employees terminated with less than *three (3) months seniority with the Company on prorated vacation pay.*

Section 5. Any person who has become eligible for a vacation under the foregoing provisions shall be entitled to receive his or her vacation pay, if at any time before receiving the vacation or pay, his or her employment relations with the Company have been severed for any reason.

Section 6. Any employee absent from work as a result of an injury or illness and who is receiving benefits from either Unemployment Compensation Disability or Workman's Compensation, may cancel any previously scheduled vacation.

Section 7. For the purposes of this Article 10, an employee's continuous service shall be deemed to have commenced on his or her hire date and shall continue until his or her employment status with the Company has been terminated.

## **Article 11**

### **REPORTING PAY AND MINIMUM PAY**

Section 1. Employees who report for work on any shift at the time they are instructed by the Company or Company's Agent to report, and who are not given work at that time, shall be paid four (4) hours' pay, except where men or women are not put to work by reason of bad weather, breakdown of machinery, discharge for cause or any other condition beyond the direct control of the Company.

Section 2. Employees who start work on any shift shall receive not less than four (4) hours' pay for such shift, unless they voluntarily quit, are discharged for cause, or are laid off by reason of breakdown of machinery or other conditions beyond the direct control of the Company. In the event of inclement weather, an employee who has started to work will receive two (2) hours' work or two (2) hours' pay, it being understood that such employee may be required to remain at the job site during the two (2) hour period. If an employee is scheduled to start to work at a time other than his or her regular shift starting time, it is understood that the above two-hour period commences at the time the employee is scheduled to start to work.

Section 3. Employees called back to work after having left the plant at the end of their regular shift to perform work before but not continuous with his or her daily working schedule shall be guaranteed a minimum of *four (4) hours worked*, pay at the applicable overtime rate.

Section 4. Allowed time pay (pay for work not performed) under the foregoing provisions shall not be included in the hours worked for the purposes of calculating overtime, and likewise shall be paid for at straight-time rates, except on the sixth and seventh work days, and holidays when the applicable overtime rate shall be paid.

Section 5. Any employee who is injured at the Company's worksite as the result of an industrial accident and who, on the first day he or she is sent to a doctor, returns to work during his or her regular working hours on the same day, shall be paid by the Company the applicable hourly wage rate for such time thereby lost on such day. Should such injured employee be admitted to a hospital or be instructed by the Company or the doctor to refrain from performing further work on the day such accident is reported, he or she shall receive the applicable hourly wage rate for the balance of his or her shift on such day. If such injured employee shall, on any subsequent day on which he or she performs work for the Company

be directed by the medical facilities outside the yard during the hours of the employee's regular shift, he or she shall be paid at his or her regular rate for the time not worked during such shift, as a result thereof. An employee suffering from welding flash burns or complications from foreign bodies in the eye due to his or her employment and who reports to the Company medical department for treatment of the above conditions on the next work day following such accident, will be paid the regular rate of pay for the remainder of the shift if directed by the medical department to refrain from performing work on such day.

## **Article 12**

### **UNION REPRESENTATIVES**

Section 1. An authorized representative of the Union shall be permitted to visit the office of the Company at all reasonable hours, and after notifying a representative of the Company, designated by it for such purpose, said representative to be available during working hours, shall be permitted to visit the Company's premises during working hours to investigate any matter covered by this Agreement, unless prohibited from doing so by applicable Federal Security Regulations, but in no way shall he interfere with the progress of the work.

Section 2. The Company agrees to give to the Union a forty-eight (48) hours notice prior to the layoff or termination (except a discharge for cause) of a steward who has been duly certified to the Company by the Union. In the case of a discharge of a steward for cause, the Union shall be notified as soon as is reasonably practicable.

Section 3. The Company agrees that all new hires will be introduced to the appropriate Union Stewards during the first day of work or as soon thereafter as it is reasonably practicable. *The Company will include language to the "Maritime Services Check Out Sheet" that Bargaining Unit members should contact the Union upon termination of employment or "Leave of Absence".*

Section 4. The Stewards shall be working employees, selected by the Union, who shall, in addition to his or her work as a Journeyman, be permitted to perform during working hours, as promptly as possible, such of his or her Union duties as are applicable to his contract and which cannot be performed at other times. It is understood and agreed that the Stewards' duties shall not include any matters relating to the hiring of employees.

## **Article 13**

### **MANAGEMENT RIGHTS CLAUSE**

Section 1. The management of the Company's worksite and the direction of the working forces, the right to subcontract work, the right to hire, suspend or discharge employees for just cause, or transfer, and the right to relieve employees from duty because of lack of work, is vested exclusively in the Company, subject to the terms of this Agreement.

Section 2. A. SUBCONTRACTING. The Union agrees that the Company may subcontract bargaining unit work normally performed by the Company's employees only under the following conditions:

1) All bargaining unit employees have the opportunity to work a 40-hour week, subject to relative ability to do the available work.



2) When subcontracts are to be let in order to procure special skills and/or specialized equipment not available in the plant.

3) When better technology or methods are discovered to perform work normally performed by the bargaining unit.

This Section shall not be used to cause displacement of bargaining unit personnel except as provided for above nor shall it restrict the Company from utilizing Temporary Agencies when the Union cannot provide qualified individuals to perform the work available.

Section 3. The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards and furnish the Union with a written or printed copy of all such rules and regulations and all changes therein, and copies of all such rules and regulations shall be available on the bulletin board. Changes in existing rules and regulations, as well as new rules and regulations promulgated by the Company, shall not become effective until five (5) regular work days after copies thereof have been furnished to the Union and posted on the Company's bulletin boards, except safety or security rules in which case a copy will be furnished to the union immediately.

Section 4. An employee will be tested for controlled substance/alcohol if an accident or property damage were sustained during working hours.

#### **Article 14**

### **STRIKES AND LOCKOUTS**

Section 1. It is agreed by the parties hereto that there will be no lockouts, strikes, work interruptions, slowdowns, or any other interference with work during the term of this Agreement.

#### **Article 15**

### **GRIEVANCE PROCEDURE**

All grievances, complaints, and disputes shall be settled in accordance with the following procedure:

#### **Step One.**

Any employee having a complaint or grievance shall first take up the matter with his or her foreman (either with or without his shop steward) immediately, but in no event later than five (5) working days after the event which caused the complaint or grievance. However, if circumstances made it impossible for the aggrieved or the Union to know that the aggrieved had grounds for a complaint or grievance, then said five (5) working day period shall not commence to run until the date the aggrieved learned or reasonably should have learned that he had grounds for a complaint or grievance. In no event, however, shall any grievance be filed later than ninety (90) days following the act or omission upon which it is based, and any grievance filed later than five (5) working days after said act or omission shall be limited to a retroactive claim period of thirty (30) days prior to the date the grievance was first filed. If the



grievance is not satisfactorily adjusted within two (2) additional working days after having been taken up with the foreman, then within fifteen (15) working days after the event which caused the complaint or grievance it shall be reduced to writing, signed by the aggrieved employee (or by the Union if the aggrieved employee is unavailable, and presented by the Union to a Company representative designated to receive grievances in Step Two.

#### Step Two.

(a) Within five (5) working days after its presentation to the designated Company representative, the grievance shall be discussed, and a sincere effort made to settle it shall be made by representatives of the Union and the Company. A written decision shall be given to the Union within five (5) working days of the discussion of the grievance. Failure of the Company to give its answer in writing within five working days will constitute granting the grievance, unless it has been mutually agreed to extend the time limits to a later date. The designated Union representative shall sign off such written answer as acknowledgment of a timely answer and shall inform the Company within five (5) working days after receiving the Company's decision, of the Union's decision on such grievance .

b. All grievances not filed as provided in Step One above shall be considered void and shall not be entitled to consideration.

c. All grievances not settled by the procedure outlined in this Article may be taken to arbitration as provided in Article 16.

d. Grievances concerning terminations and layoffs due to reduction in working force shall be initiated in Step Two of the Grievance Procedure and must be filed in writing within five (5) working days of the layoff. Such grievances concerning layoffs due to reduction in force may be filed by either the Union or the employee. Failure on the part of the Union or employee to file such grievance within the time limits specified above shall exempt the Company from any obligation to reinstate the employee or reimburse the employee for time lost.

### **Article 16**

#### **ARBITRATION**

Section 1. In the event the parties shall be unable to adjust any grievance or dispute arising under this Agreement, either party may, at any time within thirty (30) calendar days after the decision in Step Two of the Grievance Procedure, elect to refer the matter to arbitration by an impartial arbitrator by notifying the other party in writing by registered mail.

Section 2. The impartial arbitrator shall be selected by mutual agreement of the Union and the Company. In the event the parties shall not agree upon an impartial arbitrator within five (5) calendar days after receipt of the Notice of Intention to Arbitrate, the Federal Mediation and Conciliation Service shall be requested to nominate five (5) persons, all of whom shall be qualified to act as Arbitrators. If the Union and Company cannot agree on one of the five to act as Arbitrator, they shall strike names alternately until one name remains and he shall be the impartial Arbitrator whose decisions shall be final and binding upon the parties. A decision shall be made by the impartial Arbitrator within the thirty (30) days. The Arbitrator shall have no power to establish wage scales or to add to, subtract from or modify any of the terms of this Agreement; nor shall he have power to substitute his discretion. It is further understood that the arbitration procedure above set forth shall not be used for the purpose of arriving at

an Agreement, and only matters involving an alleged violation, application, or interpretation of the Agreement shall be arbitrable.

Section 3. Each party shall bear its own costs of processing a grievance and shall share equally the costs and fee of the impartial arbitrator.

Section 4. In the event either party refuses to submit to arbitration in accordance with the provisions of this Agreement, the other party shall thereupon be released from all obligations under Article 14, Section 1 of this Agreement (Strikes and Lockouts).

## **Article 17**

### **SENIORITY**

Section 1. In the reduction and restoration of forces within an employee's classification seniority shall prevail, subject to the employee's relative equal ability to perform the available work. The Company agrees that no employee shall be discriminated against because of Union activities. The foregoing shall not apply to Foremen and Leadmen.

Section 2. An employee's seniority shall be computed from the time of his or her employment by the Company, in any classification in Schedule "A,II" except that new employees shall be regarded as probationary employees until they have worked for the Company an aggregate total of ninety (90) days worked within any period of one (1) year from the first date of hire. During such probation period, an employee may be transferred, laid off or terminated at the exclusive discretion of the Company. When employees have completed the probationary or apprenticeship period, they shall receive full seniority credit from date of last hire. A probationary employee who quits or is discharged and is subsequently rehired shall be subject to a new probation period, except for employees laid off for lack of work during their probationary period.

An individual's probationary period may be extended by mutual agreement between the Union and the Company.

In the event a helper is promoted to a journeyman classification, his or her seniority as a helper *shall be* carried over to the Journeyman classification. Such employee will retain seniority credit for time worked. His or her seniority as a journeyman shall be computed from the date of advancement to the Journeyman classification.

A journeyman being considered for layoff may be given the opportunity of accepting a helper job in lieu of layoff, provided such journeyman has sufficient seniority. A Journeyman who elects to be reclassified to a helper classification as provided above, will retain the same journeyman seniority date he or she held at the time of reclassification and for the same period of time as though he or she were laid off from the plant. If a journeyman declines the option to be reclassified as a helper, said journeyman, will be laid off as a journeyman for reason of lack of work in the journeyman classification

An employee promoted to a non-union supervisory position shall not accumulate seniority in the bargaining unit from which he or she is promoted while he or she holds that assignment.

However, should the employee be returned to his or her bargaining unit within sixty (60) days from the date of his or her bargaining unit as long as anyone with greater seniority remains laid off, unless the employee's relative equal ability to perform the work justified such assignment as provided in Article 17, Section 1, of the Labor Agreement.

A supervisor as referred to in this Article is an employee who is promoted to and remains a supervisor over classifications covered by this Agreement. Such employee shall not be entitled to return to a covered classification in his or her bargaining unit as long as anyone with greater seniority remains laid off, unless the employee's relative equal ability to perform the work justified such assignment as provided in Article 17, Section 1 of the Labor Agreement. Vacation pay will be paid to such an employee based on his or her continuous unbroken service with the Company and not on the new seniority date as outlined above.

Section 3. An employee's seniority status may be terminated for the following reasons:

A. Any employee absent for three (3) consecutive workdays or more without notification and furnishing a justifiable reason for such absence shall be considered to have voluntarily terminated his employment. Exceptional cases will be handled on their merit.

B. Failure to report to work, after having been laid off, within five (5) work days after the sending of a certified letter or telegram from the Company to the latest address of record with the Company requesting him to do so. A copy of the letter and/or telegram will be forwarded to the Union. It is the employee's responsibility to keep the Company advised of any change in the employee's address.

C. Discharge for just cause.

D. If he or she resigns or quits.

E. When the employee in question has not worked as an active regular employee of the Company for a period of one (1) year.

An employee absent from work for a period of one year due to an industrial injury or illness will be terminated at the end of the one year period; however, should the employee receive medical clearance to return to work prior to the end of two years, the employee will be reinstated with full seniority.

Section 4.

A. An employee drafted into the Armed Forces of the United States under provisions of any applicable Federal Laws and who applies for his former job within ninety (90) days after his honorable discharge will be, if the employee is still qualified to perform the duties of such job and if working conditions then permit, restored to his former or substantially equivalent job.

B. An employee required to report for temporary military duty (including annual military reserve training) with a unit of the Armed Forces of the United States or the California National Guard shall be granted a leave of absence without pay for the period of such military training, provided the employee presents to the Company proof of his requirement to report for such military duty within three (3) workdays of receipt of his notification to report. The employee shall report to work on his first scheduled workday following completion of such training and shall provide the Company with evidence that he did report and complete the required training. An employee granted a leave of absence without pay for such temporary military duty shall have the option of receiving any unused vacation pay earned in his prior vacation year equal to not more than the number of days of required military duty.

Employees who enter the service of the Peace Corps, which has been established by the Congress of the United States, shall be granted a leave of absence without pay for a two-year period.

Upon return of an employee from Peace Corps service, he shall be reinstated to a job in the occupation he held at the time the leave was granted if such job is available, seniority permitting, or another job in accordance with the seniority provisions of this Agreement provided the employee is capable of performing the job available, meets the physical requirements and he makes application and reports to work within ninety (90) days after completion of not more than two years in the Peace Corps.

Section 5. As soon as possible, not later than fifteen (15) calendar days after signing of this Agreement, the Company will submit to the Union a list of bargaining unit employees and their classifications showing their length of service with the Company. The Company will provide the Union with copies of hire and termination slips.

Section 6. When a layoff becomes necessary, workers will be notified the day prior or paid eight (8) hours' pay in lieu of notice. The foregoing shall not apply when the Company does not have enough advance notice of the cancellation of work, forcing a layoff, to give the required notice.

Section 7. In the event emergency situations beyond the control of the Company make it necessary to temporarily layoff employees for a short period of time (not to exceed five (5) calendar days), the provisions of Section 1 shall not be applicable during said temporary period (5 calendar days or less). If by reason of said temporary layoff, and employee is prevented from working the scheduled workday prior to and/or after a holiday (as required by the provisions of Article 9. Section 3), said employee shall nevertheless receive holiday pay as provided in Article 9 of this Agreement.

## **Article 18**

### **BENEFITS**

Section 1. Health and Welfare Benefits are provided by the Company as described in Schedule "C". Pension benefits provided by the Company are described in Schedule "D".

If the State or Federal Government should mandate health coverage which results in a decrease in cost to the Company, the Company agrees to negotiate the distribution of those funds with the Union.

*Section 2, Increase company contribution to Training Trust Fund to include Quarterly contribution of \$1,800.00. Amount to be invoiced by /BEW Trust Fund. First quarterly contribution to be July 2009.*

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Journeyman and Apprenticeship Training Trust is essential to the maintenance of these funds.

The trustees of the Journeyman and Apprenticeship Training Trust are hereby authorized to engage independent public accountants for the purpose of examining and auditing of signatory Employer's records of account which are pertinent to the payment of contributions

to the respective Journeymen and Apprenticeship Training Trust including all payroll records, timecard, day sheet, payroll checkbooks, and Federal and State Employment Reports.

The monthly transmittal shall include all payroll weeks ending within the calendar month.

On the monthly transmittal form, the following information concerning each employee shall be set forth in separate columns:

- a. Name of employee.
- b. Account number of each employee.
- c. The number of hours worked.
- d. The total amount of earnings for each employee.
- e. The Gross pay for each employee.

## Article 19

### WORKING CONDITIONS

Section 1. Safety (a) The Company shall exert every reasonable effort to provide and maintain safe working conditions. **The Union shall encourage its members to work in a safer manner.**

(b) No employee shall be disciplined for refusing to do hazardous work until reasonably necessary precautions are taken to avoid injuries which he or she might suffer thereby.

(c) The Company may require employees to wear personal protective equipment as is determined necessary for the requirements of safety and health which shall be supplied by the Company in accordance with present practices such as, but not limited to, gas masks, plastic face shields, respirators, rubber gloves, hard hats, safety glasses, safety belts, life saving gear, rubber aprons, and earplugs.

The Company shall provide prescription safety glasses every (2) two years, to an employee who has completed the probationary period. If laid off for more than one year, a second pair will be supplied.

Protective clothing and foot wear suitable for working in water (such as in the Graving Dock) shall be provided to the employee as may be necessary.

It is understood that when an employee is issued personal protective equipment as outlined in the two paragraphs above, such employee assumes responsibility for these items until returned to the Company. In cases where damage, loss, or wear is caused by carelessness or neglect, the employee must pay the replacement cost.

Section 2. Sanitation (a) Suitable washrooms, and potable drinking water shall be available for employees.

(b) All toilets and washrooms shall be kept in a clean and sanitary condition, and adequate quarters shall be available for employees to change and dry their clothes. Lunch facilities shall be separate from toilet facilities. Adequate washing facilities shall be provided by the Company.

(c) The Union agrees to cooperate with the Company to maintain a clean and sanitary place to work and eat.

Section 3. Tools - Lockup Space (a) Suitable lockup space shall be provided for employees' tools and so posted. The Company will pay for or replace tools stolen from Company designated lockup areas including Company assigned personal lockers. If the employee desires to have personal tools on the job other than those required by the Company covered by this provision, the employee shall submit a list of those non-required tools that he/she is providing to the Branch Manager for his written approval prior to their being covered by this Section.

(b) The company shall either furnish tools to employees who are covered by this agreement, or pay to employees a tool allowance of seven (.07) cents per hour worked. The Company will provide the required tools to those employees paid less than two (2) times the minimum wage for the state of California. Employees who are paid less than two (2) times the minimum wage will not receive the tool allowance. The Company will pay each employee earning more than two (2) times the minimum wage seven cents (.07) per hour for tool allowance.

(c) Employees who are furnished tools shall use all reasonable care in the use of tools and return them to the custody of the employer when no longer used.

## **Article 20**

### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of contemplation of either of both of the parties at the time they negotiated or signed this Agreement.

## **Article 21**

### **SAVING CLAUSE**

Should any part hereof or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

The Company and the Union shall meet within thirty (30) days of the date of such invalidation to renegotiate that part or provision of this Agreement rendered or declared invalid, and shall make a good faith attempt to legally validate such part or provision within its original spirit and intent. Failure of the parties to reach agreement, however, shall not affect the applicability of the provisions of Article 14 of this Agreement, and such failure to reach agreement shall not be subject to the provisions of Article 15 or Article 16 of this Agreement.

## **Article 22**

### **WARRANTY OF AUTHORITY**

The officials executing this Agreement in behalf of the Union hereby warrant and guarantee that they have the authority to act for and bind the members of the Union. The officials executing this Agreement on behalf of the Company warrant and guarantee that they have the authority to act for and bind said Company.

## **Article 23**

### **WORK OUTSIDE THE SHOP**

Section 1. The Company shall have responsibility for transporting employees to and from job sites. However, in the event the Company requests that an employee furnish his/her own transportation to or from any job site other than the Company premises, that mileage will be

paid in accordance with the current IRS guidelines. Mileage will be calculated from the Company's property to the job site in which the employee is working. The foregoing shall not apply if the job site is within twenty miles of the Company premises.

Employees will not be compensated for the time spent traveling to and from the work site at the beginning and end of their shift.

The Company will reimburse employee(s) for use of their personal vehicles:

- 1) If jobsite is outside of 20 mile radius of shop location .
- 2) If the Company requests employee(s) to use his/her personal vehicle in lieu of the Company providing transportation.
- 3) Rate of reimbursement is in accordance with current IRS guidelines.

Section 2. The Company agrees to furnish covered transportation when transporting employees to and from jobsites in inclement weather.

## **Article 24**

### **NON-DISCRIMINATION**

It is the continuing policy of the Company and the Union that the provisions of the Collective Bargaining Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed, national origin, or approved union activity.

## **Article 25**

### **LEAVES OF ABSENCE**

Section 1. Leaves for Union business: Not more than two (2) employees of the Company within a bargaining unit and no more than one (1) employees of any one department, unless more are mutually agreed upon between Company and the Union, selected by the Union to do work for the Union which takes them away from their regular employment, shall be granted leave of absence without pay of not more than thirty (30) working days each calendar year. The negotiating committee of the Union shall be granted leaves as requested by the Union in order to prepare for and conduct contract negotiations.

Section 2. Personal business: A leave of absence shall be granted for personal reasons, for a period not to exceed thirty (30) calendar days upon written application by an employee and written approval of Plant Manager or his designee, with a copy to the Union. This leave may be extended up to sixty (60) days. The Union will be notified in writing in the event any such leave is extended beyond thirty (30) calendar days.

An employee on leave of absence who engages in gainful employment will be terminated.

A leave of absence shall not result in loss of seniority. The employee shall make his or her own arrangements for continuation of his or her health and welfare payments during the leave period (except maternity leave).

Section 3. Bereavement: In the event of a death in the immediate family (mother, father, spouse, children, brother, sister, grandparents, grandchildren father-in-law, mother-in-law, sister-in-law, brother-in-law, step-children and step-parents) of an employee, such employee shall be permitted to take such time off as may be necessary, (but not to exceed ten (10)



calendar days). The employee shall notify the Company as soon as possible of the necessity of such absence.

In the event of a death in an employee's immediate family (mother, father, spouse, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-children and step-parents) the employee, upon request, shall be excused and paid for up to three (3) regularly scheduled workdays (or for such fewer days as the employee may be absent) which fall within a three (3) consecutive calendar day period (provided that the employee attended the funeral, and relationship of the deceased to the employee is verified).

Payment shall be eight (8) times the employee's straight time hourly rate, for each full day not worked. An employee shall not receive funeral pay when it duplicates pay received for time not worked for other reason.

An employee shall be allowed an additional seven (7) calendar days off as unpaid leave by following the procedure set forth in this Section.

*Section 4. Approved Leave: An approved leave of absence shall be granted to an employee upon written verification by a physician that the employee is no longer capable of performing her regular work.*

Such leaves of absence will remain in effect for a period not to exceed one (1) year so long as the employee's physician certified that *he/she* is unable to return to *his/her* regular work.

Such leaves of absence shall not affect the employee's seniority and the Company will provide insurance coverage as required by COBRA regulations.

- Family Medical Leave Act (FMLA) and California Family Rights Act of 1993 (CFRA), if the employee has more than 12 months of service and has worked at least 1,250 hours in the 12-month period before the date they want to begin their leave, they may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of their child or for their own serious health condition or that of their child, parent or spouse.
- If the employee is not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, they are entitled to take a pregnancy disability leave (POL) of up to four months, depending on their period(s) of actual disability. If they are CFRA-eligible, they have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of their child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law. FMLA will run concurrently with CFRA or POL.
- We will require certification from the employee's health care provider before allowing a leave for pregnancy or employee's own serious health condition or certification from the health care provider of their child, parent, or spouse who has a serious health condition before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Section 5. Military Reserve Pay: An employee who is required to report for annual two (2) consecutive weeks' active duty training in the National Guard or an Armed Forces Reserve Unit, shall, upon presentation of orders, be excused from work for a period of ten (10) consecutive regular workdays and shall receive the difference in pay between the gross amount received in pay and allowances for such ten (10) days of training and the amount the employee would have received for the corresponding ten (10) regular workdays at his or her regular straight time rate of pay.

To be eligible for pay under this section the employee must submit the record of service and pay completed by his Commanding Officer or other authorized person.

#### **Article 26**

#### **ASSIGNMENT**

This Agreement shall be binding upon the successors and assigns of the Company, and no provisions, terms or obligations herein contained shall be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company, or affected or changed in any respect by any change in the legal status, ownership, name or management of the Company or by any change in the location of the place of the Company's business within the County of San Diego.

#### **ARTICLE 27**

#### **DURATION AND EFFECTIVE DATE**

This Agreement shall become effective on May 26, 2019, at 12:01 A.M. and shall remain in full force and effect until Midnight of May 25, 2024. On and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a period of one (1) year unless either party gives written notice of its desire to modify, amend, or terminate same at least sixty (60) days prior to each yearly expiration period. In the event notice of desire to modify, amend or terminate is properly given by either party in accordance with above Section, the parties shall meet within a period of ten (10) days subsequent to the commencement of sixty (60) day period here in above referred to unless otherwise mutually agreed upon. At this meeting, the parties shall set up a proposed schedule for further negotiations.

The parties may, by mutual agreement, extend the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized.

Dated: June 25, 2019

L3 Technologies, Maritime Services

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 569

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John Greene  
President

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Jennifer Wilson  
Business Agent

---

Fred Tipton  
Program Manager

---

Nick Segura  
Business Manager/Financial Secretary

---

Denise Mccusker  
Sr. Director of Human Resources

---

Nina Aydelotte  
Sr. Human Resources Business Partner

## "Schedule "A"

### *General Wage Increase:*

May 2019	\$0.851hr annual
May 2020	\$0.851hr annual
May 2021	\$0.801hr annual
May 2022	\$0.601hr annual
May 2023	\$0.551hr annual

Hourly wage rates for classifications in this Schedule "A" shall be in effect as shown below:

**General Wage increase of \$0.85/hr. added to the expiring 5125118 rate. These rates shall apply to all current bargaining unit employees as of the initiation date 5/26/19.**

**General Wage increase of \$0.85/hr. added to the expiring 512519 rate. These rates shall apply to all current bargaining unit employees as of the initiation date 5/26/20.**

**General Wage increase of \$0.80/hr. added to the expiring 5125120 rate. These rates shall apply to all current bargaining unit employees as of the initiation date 5/26/21**

**General Wage increase of \$.60/hr. added to the expiring 5/25121 rate. These rates shall apply to all current bargaining unit employees as of the initiation date 5/26/22**

**General Wage increase of \$0.55/hr. added to the expiring 5/25122 rate. These rates shall apply to all current bargaining unit employees as of the initiation date 5/26/23**

### Marine Journeymen Electricians.

Employees assigned to work temporarily as Electronic Technicians shall be paid at the appropriate classification rate as follows:

- a. For time worked less than four (4) hours to receive four (4) hours pay at that rate.
- b. For more than four (4) hours, but less than eight (8) hours to receive eight (8) hours pay at that rate.

This shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The following is a general description of the work normally performed by each of the above job classifications:

#### Electronic Technician, Leadman (ET III)

Assigns tasks, reviews the work and provides guidance to lower level technicians. Applies his/her technical expertise in performing work that cannot be performed by lower level technicians.

Installs, tests, repairs, maintains electronic equipment and systems. Applies advanced technical knowledge to diagnose and solve unusually complex problems that typically cannot be solved solely by reference to manufactures technical manuals, blueprints or similar documents in working on electronic equipment or systems. Aligns, adjusts and calibrates equipment to specifications.

Must have a detailed understanding of the interrelationships of circuits and exercise independent judgement in performing such tasks as making circuit analyses, calculating wave form, and tracing relationships in signal flow.

Regularly uses complex test and measuring instruments including, but not limited to, dual trace oscilloscopes, pulse generators, Q-meters, deviation meters, spectrum analyzers, RF power meters, network analyzers, scalar network analyzers, and sweeper mainframes with various RF plug-ins.

#### Electronic Technician/Mechanic (Journeyman, ET II)

Receives guidance, as required, from supervisor or higher level technician. Provides guidance and reviews the work of lower level technicians when required.

Installs, tests, repairs and maintains electronic equipment and systems. Applies comprehensive technical knowledge to diagnose and repair electronic equipment and systems and to solve complex problems which can be solved solely by proper interpretation of manufactures manuals, blueprints or similar documents. Aligns, adjusts and calibrates equipment according to specifications.

Must be familiar with the interrelationship of circuits and exercise judgement in determining work sequence and selection of the proper tools and test instruments, usually less complex than those used by level 111 technicians. *New language will added for classification Electronic Technician would allow more steps and schooling on how to reach those goals.*

#### Electronic Technician/Worker (ET I)

Receives technical guidance and review, as required, from a higher level technician or supervisor.

Applies working technical knowledge to perform simple or routine tasks in working on simple to moderately complex electronic equipment. Repairs or replaces parts to correct functional deficiencies, reassembles repaired component and tests for proper function within required specifications. Follows detailed instructions and procedures. Works as a team member with higher level technicians in the installation, repair and maintenance of complete systems, performing simple and routine tasks and utilizing tools and common test instruments.

#### Electrician, Journeyman

Performs a variety of electrical trade functions such as the installation, maintenance or repair of equipment for the generation, distribution or utilization of electric energy. Work normally involves installing, maintaining or repairing a variety of electrical equipment, such as motors, generators, transformers, switchboards, controllers, circuit breakers, and cable runs; working from blueprints, drawings, layouts or other specifications; locating and diagnosing trouble in the electrical system or equipment; working standard computations relating to load requirements of wiring or electrical equipment; and using a variety of electrician's hand tools and measuring and testing instruments .

## **SCHEDULE "B"**

### **CLASSIFIED BARGAINING UNIT EMPLOYEES**

The Journeyman entry level for the purpose of this Agreement will be ***\$20.00*** an hour.

Employees rehired after a one-year or longer separation will be considered new hires for the purpose of pay rate.

CLASSIFICATION	PERCENTAGE
MARINE A	90% of New Hire Journeyman/rechnician
MARINE B	80% of New Hire Journeyman/rechnician
MARINE C	70% of New Hire Journeyman/rechnician
MARINE D	\$11.40/hr.

Ratio of Trainees allowed to each Journeyman or higher classification listed in Schedule A.

Cable pulling-10 trainees to 1 Journeyman or higher

Layout-5 trainees to 2 Journeyman or higher

Hookup-2 trainees to 1 Journeyman or higher

Ringout-4 trainees to 1 Journeyman or higher

The Company agrees to recognize Marine A, B, C, and D classifications as achieved by employees while in the employment of other waterfront employers, if such classifications exist at other companies.

#### **MARINE D**

Employees will be considered Marine D for at least the first 960 hours paid (approximately 6 months), after date of hire or entry to the program [see advancement procedure below for all Marine classifications A-D]

### MARINE C

Employees reclassified as Marine C will remain so for a second period of 960 hours paid, (approximately 6 months).

[see advancement procedure below for all Marine classifications A-D]

### MARINE B

Employees reclassified as Marine B will remain so for a third period of 960 hours paid, (approximately 6 months).

[see advancement procedure below for all Marine classifications A-D]

### MARINE A

Employees classified as Marine A will remain so for a fourth period of 960 hours paid, (approximately 6 months). Said employee will be reclassified as a Journeyman after having passed an examination administered by IBEW Local Union 569.

[see advancement procedure below for all Marine classifications A-D]

Courses referenced above are taught by San Diego Electrical Joint Apprenticeship and Training Trust. No credit will be given for a course taken more than once.

#### Advancement from Marine A-D

A Review Committee of 2 from management and 2 from labor shall be established to meet at the minimum monthly. The Committee will be entrusted with the regular advancement and structure for advancement from one grade level to another, training for advancement shall include completed trade related classes equal to 6 weeks, within a 960 hour work period OJT or a 6 month period. Completion of classes may be documented through schools outside of the electrical industry. The employees must acquire academic achievement (schooling) of a minimum of 6 weeks at a maximum of 3 hours per week, of trade related schooling documented through the San Diego Electrical Training Trust, or Company provided vendor training, or Community College classes or other accredited learning institutions. Advancement of helpers A-D shall be no greater than two levels within one calendar year. Recommendations from the Review Committee regarding individual advancement will be reviewed by and final approval of advancement solely with the Branch Manager.

Journeyman Marine Electronic Technicians must attend at least one annually of the three courses listed and upon successfully completion of all three courses, has fulfilled his/her requirement. Foreman are required to complete the Foreman Training course within their first year as a foreman.

Employee's attendance at training classes along with the employee's grades will be reviewed by a committee comprised of an equal number of representatives of the Company and the Union. This committee shall be authorized to pass the employee to the next level or, after a review of (\* Refers to courses taught by San Diego Electrical Joint Apprenticeship and Training Trust) the records, the employee may be held in the classification longer than six months or could be dropped from the program by this committee. It is also agreed that this same committee will be responsible for the recommendations for changes or modifications thereto.

## **SCHEDULE "C"**

### **HEALTH & WELFARE BENEFITS**

#### **Qualification:**

New employees will become qualified to receive Health and Welfare benefits effective following completion of sixty (60) days of continuous service.

#### **Medical/Dental Coverage:**

Qualified employees will be eligible to participate in the Company Group Health Plans beginning on their first day of employment. The health/dental insurance contributions to be in accordance with L3 Technologies guidelines effective January 2007.

Elimination of AETNA EPO Plan effective January 1, 2020. Existing employees will be moved to another plan offering.

#### **The cost for coverage will be as follows:**

Employee only:	80% company - 20% employee
Employee, Spouse/Family:	75% company - 25% employee

Any future increase in cost will be shared by the Company and the employee based on this allocation of costs.

#### **Plan Discontinuation**

If either the medical or dental plans should no longer be available, the Company shall make every reasonable effort to find similar coverage at comparable cost. Any additional cost of a replacement plan will be prorated to the Company and the employee based on the allocation currently used.

#### **Life Insurance:**

Qualified employees will be eligible to receive \$25,000.00 of life and accidental death and dismemberment insurance fully paid for by the Company

#### **SUPPLEMENTAL VOLUNTARY GROUP LIFE AND AD&D**

Active employees working at least twenty (20) hours each week may elect to participate at their own expense in a Supplemental Voluntary Term Life and Accidental Death & Dismemberment (AD&D) insurance plan. To participate, existing employees must enroll within thirty-one (31) calendar days after the acceptance of this Agreement. New hire employees (as defined in Schedule C) must enroll within thirty-one (31) calendar days after completion of a 90-day service waiting period.

New employees and employees rehired after a one year or longer separation from the Company are subject to the service waiting period provision. Eligibility for coverage begins



on the first day of the calendar month following completion of a 90-day service waiting period. After initially completing the service waiting period, employees rehired within one (1) year of their separation date will have no waiting period to serve but will be eligible to enroll on the first calendar day of the month after rehire.

Employee withholdings for contributory insurance coverage will be taken by payroll deduction each payroll processing period. Contributions are subject to adjustment based upon rate factors defined by the insurance company. For employees whose employment is terminated, benefits will be extended through the end of the month. Any remaining employee contribution for that month of coverage will be withheld from the employee's final paycheck.

Employees may participate in multiples of \$10,000 coverage, from \$10,000 up to 600% of annual earnings (based upon 2080 hours worked per year). Coverage includes both Term Life and AD&D. The insurance company currently guarantees coverage up to \$50,000. Coverage over \$50,000 requires prior approval of evidence of insurability. No coverage becomes effective until the first day of the calendar month following the date the insurance company approves the employee's application, subject to the active work requirement.

## **SCHEDULE "D"**

### **PENSION PLAN**

Employees are eligible from day one of employment to participate in L3 Technologies Master Savings Plan (401K plan). Qualified employees may voluntarily contribute from 1% to 25% of their pay before taxes.

The Company will contribute the following to the 1AM National Pension Plan:

**May 2019 - 2023: \$1.30 an hour worked**

Total compensation is not to exceed a 2,080 hour "Work Year".

Details of the Plan and enrollment forms are available through the Personnel Representative.

## **SCHEDULE "E"**

### **SEA PAY FOR WORK OR TEST PERFORMANCE AT SEA**

#### **SEA TRIALS**

Sea trials is the normal term used when referring to work or test being performed when the vessel is underway. Sea Trials is an event scheduled by contract and part of a ships repair availability depending upon the type and duration of the repair availability, for testing and repairs accomplished.

The qualifying time for sea pay is that the vessel be underway or away from the dock for a period of six (6) hours or more.

Work or test performed while the vessel is underway for a period of less than six (6) hours, employees shall be paid as provided in Article No. 5.

Employees engaged in the performance of work or test while the vessel is underway or away from the dock for a period in excess of six (6) hours shall receive pay as follows:

All time worked by an employee while on sea trials, shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay, and must be verified by the supervisor on board.

Meals and room accommodations to be furnished by the Employer.

Partial shifts or extended shifts may be worked.

#### WORK AT SEA

Employees assigned to work on a vessel at sea, not engaged in sea trials shall be paid pursuant to all applicable Articles and Sections of this Agreement, plus \$35.00 per day, if such assignment exceeds sixteen (16) hours on any work day.

Work at Sea is defined as "for the purpose of accomplishing repairs or installation while the vessel is underway for operational commitments"

Employees assigned to Work at Sea shall be paid at a rate of 1-1/2 for the first 12 hours of each day worked, and at a x2 [double time] rate for any additional hours worked in that day.

The Company will pay for the cost of the employee's meals while underway. Work at Sea for periods of less than 24 hours duration will be paid in accordance with Article 5.

## **SCHEDULE "F"**

### **JURY DUTY PAY**

Employees summoned for jury duty shall notify the Company of this fact within forty-eight (48) hours after the receipt by the employee of the summons. If such notification has been given, and if such employees are not thereafter exempted from jury duty, the Company will pay the difference between the amounts such employee received for their jury duty and their regular base rate of pay at the time of such absence excluding any overtime. Payment will not be made for jury duty performed on the sixth or seventh day of the employee's regularly assigned work week or for hours in excess of their regular eight-hour workday.

All employees summoned for jury duty on the second or third shift shall be temporarily transferred to the first shift for the duration of their jury duty obligation.

Pay for such work time lost shall in no event, exceed, for any one employee, a total of ten (10) regular eight (8) hour working days in any one calendar year.

Employees who serve on the jury will not be required to report to work on the morning of the jury service, however, if they are excused from jury service before 12:00 noon on the day they served, they will be required to report to work as soon as feasible but no later than two (2) hours from the time they are excused from jury service on a given day of service. If they do not report to work when excused before 12:00 noon, they will be paid only the difference in the base rate and the jury duty pay for those hours served on the jury. Employees who return to work on a day of jury service, as above, will receive eight (8) hours' pay at base rate, less jury duty pay. Appropriate documentation may be required at the Company's request.

## **SCHEDULE "G"**

### *Sick Leave*

*All full-time and eligible part-time employees (who are scheduled to work 20 or more hours per workweek) are eligible for sick leave from the first day of employment.*

- Employees will receive 32 hours of sick time at the beginning of each calendar year upon contract ratification. This time may be used to cover loss of wages if you are out due to an illness or medical leave, (except where mandated by CA law).*
- Annual Maximum Accrual: There is an annual maximum accrual for sick leave of 32 hours.*
- Mid-year hire: sick leave will be prorated.*
- Beginning in 2015, sick time may be carried over each year to a maximum of 48 hours.*

*A doctor's certification may be requested at any time to verify your entitlement to this benefit; a doctor's certification must be presented for any sick leave usage of three or more consecutive days, for any sick leave taken on Monday and/or Friday and for any sick leave taken the day before or after a vacation or holiday. Employees will be paid for sick leave at their average straight time hourly rate or salary at the time the sick leave is taken. When you leave the Company, you will not be paid your accrued sick leave balance.*

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