

AGREEMENT  
Between

Communication Workers of America AFL-CIO  
*The Union for the Information Age*  
*Communication Workers of America AFL-C/0, CLC*

and

*Alutiiq Commercial Enterprises, LLC*

January 1, 2022 through 5/31/2025

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**Collective Bargaining Agreement**  
between  
**Alutiiq Commercial Enterprises, LLC**  
and  
**Communications Workers of America, AFL-CIO Local 3905**

**PREAMBLE**

This Agreement dated January 1, 2022 through May 31, 2025 between Alutiiq Commercial Enterprises, LLC (hereinafter referred to as "the Company") and the Communications Workers of America (hereinafter referred to as "the Union").

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

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

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

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

**ARTICLE 1 - TERMS of AGREEMENT**

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

This Agreement shall only be modified in a written document signed by authorized representatives of the Company and the Union. This Agreement and such modifications are binding on the Bargaining Unit Employees, the Company, and the Union.

**ARTICLE 2 - RECOGNITION and SCOPE**

The Company agrees to recognize the Union as the exclusive representative and sole collective bargaining agent for all regular full-time and regular part-time employees who are classified on a job classification set forth in Article 20 of this Agreement and are working at the George C. Marshall Space Flight Center on contract #80LARC18C0002 and any follow on contract.

**ARTICLE 3 - MANAGEMENT RIGHTS**

The Company has exclusive authority to lead and manage the work force. This authority includes the right to determine the size and composition of the work force; establish physical and mental requirements for work performance; assign work and work shifts; ensure productivity of each employee, redirect their work to the greatest need as required; hire, transfer, promote, discipline, suspend, or discharge for cause any employee; and lay off employees for legitimate reasons such as reduction in workload. It also includes the right to manage facilities; control and regulate equipment and other property; establish and implement directives that govern the work and work force; determine the products and services to be provided; determine the processes to be followed in providing products and services and administering these activities; and other functions common to the exercise of leadership and management responsibilities. In exercising its authority and rights, the Company will honor the provisions of this Agreement and ensure equitable treatment of Union employees.

## **ARTICLE 4 - SUCCESSOR CLAUSE**

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

## **ARTICLE 5 UNION SECURITY and RIGHTS OF EMPLOYEES**

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

The following provisions apply to the payment of union dues:

- Employee deductions pursuant to this Article will be made from their net earnings each payday. The Communications Workers of America Secretary-Treasurer's Office will determine the deduction amount based on Communications Workers of America National Convention decisions.

An employee's authorization shall be canceled for the following reasons:

- Termination of employment and official notice sent to the Local Union President and Local Treasurer.
- Leave of absence in excess of thirty (30) calendar days.
- Promotion or transfer to a job not covered by this Agreement.

The employee's authorization shall be automatically reinstated after a return from a leave of absence or return to a job in the Bargaining Unit.

In the event an employee does not have sufficient earnings to cover the deduction for that pay period, the union will provide the Company with a payroll deduction authorization form signed by the employee. The payroll deduction form will authorize the Company to deduct the total amount due. Any overpayments will be paid directly to the employee by the Union.

The Company will remit dues on a monthly basis to the National Union no later than the 15th of the following month on which the deductions were made.

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

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

The Company agrees to supply the National and Local Union, on a monthly basis, with a list of all employees in the Bargaining Unit. This list will indicate the employee's name, sex, address, telephone number, job classification, hourly rate of pay, work location, supervisor to whom the employee reports, whether or not a properly executed dues deduction card is on file, the amount of dues deducted,.

The Local Union will be notified of any status of employment change such as hiring, termination, suspension, transfers, etc.

The Company agrees to use electronic reporting.

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

A thirty-minute orientation about Communication Workers of America will be given to each new bargaining unit employee. The orientation period will be conducted by the Union representative paid for by the Company.

## **ARTICLE 6 SENIORITY**

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

- Newly hired by the Company.
- Date of employment with predecessor contractor. The employee's ORIGINAL hire date on the task will be used to determine seniority.
- Entry into the Bargaining Unit from excluded position or management. All time while in an excluded position or management shall not count toward the purposes of seniority and shall be excluded in a surplus circumstance.

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

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

The following provisions apply to seniority computations:

- If there has been a break in an employee's service record, then seniority shall be computed from the most recent rehiring date.
- In the event more than one employee is hired on the same date, relative seniority between such employees will be established by who's last four numbers of SS# is the lowest number.
- A new employee shall not acquire any seniority under this Agreement until completion of 60 calendar days of continuous service. Any dismissal from employment prior to the end of the 60th day shall not be made the basis of a claim or grievance against the Company and there shall be no obligation on the part of the Company to retain or re-employ such probationary employee.
- If a probationary employee is granted a leave of absence or is absent in excess of 5 work days during the probationary period, the effective date of acquiring seniority will be postponed by a period of time no longer than the employee has been absent or on leave.

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

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

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

Employees hired by the Company as temporary employees for the purpose of filling jobs for a definite period of time, not to exceed 6 months, shall not accumulate seniority. However, if the employee changes status from temporary to regular, the employee's seniority will commence from the date of original hire. Temporary employees will be treated the same as regular employees covered by this agreement with the exception of seniority.

## **ARTICLE 7 LAYOFF and RECALL**

### **Section 1 Layoffs**

Layoffs shall be governed by the following procedure:

- Temporary, probationary, and part-time employees in the affected job classification shall be laid off first.
- Employees with the least seniority within the affected job classification will be laid off next.
- Employees scheduled to be laid off may exercise their seniority rights by displacing the least senior employee in another classification, provided they are qualified according to Company records or are able to prove they are equally qualified to perform the job. Employees shall not be allowed to bump into a higher classification unless they have previously held the job within the last 5 years and are qualified to perform the work as defined in Article 19.
- This procedure shall continue until employees are placed in a job or laid off.
- Employees scheduled for layoff shall receive their present rate of pay or the maximum rate of the new job to which they are subsequently assigned whichever is less.
- Employees displaced more than one rate range shall have the option of taking a layoff.
- In decreasing the work force, the Company will give laid-off employees 1 weeks notice or more whenever possible.
- Employees that are laid off will be paid out for any unused vacation.

### **Section 2 Recall**

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

- Employees who have been laid off for a period not exceeding 24 months or their length of seniority whichever is lesser, shall be entitled to recall in seniority order to each vacancy that arises in a job for which they are qualified.
- If laid-off employees decline recall to a job vacancy more than one rate range lower than the one occupied at the time of lay-off, the Company shall only be obligated to offer them recall to a job of like status or pay at the same or within one rate range lower than the job they occupied at the time of layoff.
- Employees who do not accept recall to a job in the same rate range or one rate range lower than the job they held at the time of layoff will be considered as terminating their employment.
- Employees who are recalled to their former jobs after being laid off shall be returned at the same rate they were paid at the time of layoff or the minimum rate of the classification, whichever is greater.

- Employees subject to layoff at a higher classification and who have chosen to accept a lower rated classification, will be eligible to move back into their former classification within 24 months when a vacancy exists at their former rate of pay plus any increases they would have received had the layoff not occurred.
- The Company may require physical examinations upon recall from indefinite layoff to determine employee ability and fitness to perform the duties of the job to which they are recalled.

In the event temporary job vacancies occur and there are laid-off employees with rights to such jobs they will be recalled to fill the temporary vacancies in accordance with Recall Article. If these employees refuse recall to temporary vacancies, they will not lose their recall rights. If it is necessary for the Company to hire temporary employees to fill these vacancies, the temporary employees may retain the positions until they are eliminated or become regular positions. If temporary positions become regular positions, they will be offered to regular employees in accordance with the provisions of this Article.

Temporary employees do not have recall rights.

## **ARTICLE 8 TRANSFERS**

The following provisions apply transfer management:

The Company may transfer an employee from one classification or department to another provided there are no qualified employees who have recall rights in that classification, and provided the employee is agreeable to the transfer. Said transfers will be offered starting with the most senior qualified person. If no qualified employee is agreeable to the proposed transfer, the qualified employee having the lowest seniority in the classification will then be transferred.

The Company may transfer an employee temporarily from one classification, department, or job assignment to another for periods of 40 consecutive work days or less. Such transfers would be offered in the order of seniority provided that employee has the ability and fitness to perform the job with minimal instruction. If there were no volunteers, the employee (qualified as above) having the lowest seniority in the classification would then be transferred.

The employee may continue to work in classification or department to which he was temporarily assigned for more than 40 consecutive days, by mutual agreement with the Union.

If the employee is temporarily assigned to work in a higher rated job, the employee will receive the higher rate for each hour that is worked.

This article does not preclude the assignment of employees to higher job classifications for the purpose of evaluation for promotion consideration.

When a NASA directed mission or test is involved, beyond normal scope ratings, such temporary transfer may be extended for the duration of the mission or test.

Employees transferred to a job outside the collective Bargaining Unit and later returned to the Unit will continue to accumulate seniority for a maximum of 1 year while working outside the Unit. When transferred back, the employees will be assigned to a position commensurate with



their seniority, experience, and qualifications. Employees transferred to Supervisory jobs and subsequently returned to Bargaining Unit jobs within one year are eligible for the seniority provisions of this Agreement. After one year, these employees will retain seniority rights relating to all benefits, but will be considered new hires in the Bargaining Unit for purposes of promotion, layoff, recall, and bumping.

The following provisions apply to temporary employment:

When a regular employee fills a temporary position that is subsequently converted to a permanent position, that employee will automatically retain that position.

The Company shall post notice on designated union board and send one email notification to all employees work email covered under the CBA of vacancies within the bargaining unit for at least 5 working days before filling them. In cases were directed by the Government customer or Prime Contractor it may be necessary to post a 3 day job posting. In these cases it will be mutually agreed upon by the Union and Management. Supervisors will ensure their employees are aware of the posting. A regular employee who desires to be considered for promotion or transfer may file an online application

The employee must file this application within the 5 day posting period. The vacancy will be awarded to employee on the basis of seniority provided he/she has held the job classification or has been trained and certified as qualified in the classification. In the event there are no qualified employees, the position will be open to all applicants.

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

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

- Employees will submit their requests to their Supervisor and PWS Manager seeking the leave of absence at least 2 weeks prior to the beginning of the leave. Requests shall not exceed 30 days each calendar year. If the request for leave is unacceptable, the employee shall be notified at least 1 week in advance.
- An employee elected or receiving an appointment to a regular Union office will be granted a leave up to 1 year. Upon return from leave, the employee will return to generally similar work.
- The Company is not required to grant leave of absences if the absence hinders the ability for the company to meet contract requirements.
- Seniority will continue to accumulate during such leave of absence.
- Leaves of absence shall not be taken to the detriment of providing quality services to customers.
- During leaves length of continuous service shall accumulate for up to 24 months. Effective with their return date, employees will receive all salary range increases within the same progression step accruing during the leave and shall return to generally similar work within the same job classification.

In the event the employee has insufficient leave to cover relatively short periods of absence, leave of absence without pay for relatively short periods of time (a week or less) may be granted by the Company to employees for personal reasons, and length of continuous service shall

accumulate during such leave. An answer will be given, upon the employee's request, within 2 workdays. If an employee's request for such leave of absence is denied, his case, if he so requests, will be reviewed within 2 workdays by the MITS II Program Manager with the Union and the employee involved.

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

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

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

The Company may require a physical examination upon the expiration of employee leave of absence for medical reasons to determine ability and fitness to return to work. Should a dispute arise as to a resultant diagnosis, the employee may submit a report from a personal physician. If this fails to resolve the matter, the diagnosis of the condition of the employee may be resolved by a mutually acceptable physician.

With the exception of Union leave, employees will be required to use all vacation and (sick leave if applicable) prior to taking Leave without pay applicable to federal or state laws.

## **ARTICLE 10 UNION REPRESENTATION**

The following provisions apply to stewards:

- Stewards shall be assigned to physical areas defined by mutual agreement of the Company and the Union.
- Normally stewards will be assigned within their own work area. The Company will not transfer a steward out of his regular area of representation as long as there is work available in his classification for which he is qualified and willing to perform, except by Agreement of the Company and the Union.
- Stewards will not be required to transfer from their area in order to accept a promotion so long as there is work in their area for such classification.
- The Company and the Union may include the minimum number of representative they deem necessary to engage in the Grievance Procedure.
- The Union shall provide the Company within 15 days after the effective date of this Agreement with a list of the officers of the Local Union. As soon as possible thereafter, the Union will provide the Company with a list containing the names of its stewards. The steward list shall designate the office held and the physical area to which each steward is assigned. Thereafter, the Union shall notify the Company promptly, in writing, of any changes and the Company shall not be obligated to recognize or deal with the officers or stewards until receipt of written notification. All such notification shall be on the official stationery of the Union. In such cases, the Company shall give immediate recognition.
- A steward shall not handle any grievance arising outside of his respective assigned area. However, upon notice to the PWS Manager, a steward may represent the area of another duly selected steward who is absent from work.

The Company agrees that once the Communications Workers of America (Union) presents a majority of authorization cards of any unit to the MSFC Director of Labor Relations, Contractor, Industrial Labor Relations, as a neutral third party, for verification, the Communications Workers of America will gain recognition.

For the purpose of determining the number of employees that constitute a majority of the proposed Bargaining Unit addition, the employee population will be composed only of those employees employed in the proposed Bargaining Unit addition on the earliest date, which appears on the cards presented to the neutral third party.

The MSFC Director of Labor Relations, Contractor, Industrial Labor Relations will be the only party allowed to see the authorization cards presented by the Communications Workers of America.

The Company agrees to furnish the Communications Workers of America the lists of employees by work location with job titles of a particular unit to an authorized CWA representative upon request.

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

## **Section 1 Grievances**

A grievance is a dispute arising under the terms of the Agreement and filed by an authorized union representative or an employee in the Bargaining Unit. Grievances may be filed only with regard to interpretation or application of contract provisions.

Employees and managers should make every effort to resolve issues through normal channels before filing a grievance.

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

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

If the grievance is not resolved in discussion, it will be written down by the Union steward or the grieving employee and submitted to the Department Manager within 20 work days of the initial grievance filing, with the understanding that the issues will be resolved in a timely manner.

**Step 2, File with the Company Program Manager:** The Company Program Manager will meet with the designated Union representative (and employee if requested) within the next 4 work-days to seek resolution. The number of Management representatives participating in any meeting will not exceed that of the Union.

The Company Program Manager shall respond within 4 work days of the resolution session. If the grievance is settled, the basis of the settlement will be documented and signed by the supervisor, steward, and employee.

**Step 3, File with the Corporate Representative or Designee:** If the grievance is not resolved at Step 2, it may be appealed to the Corporate Representative or Designee. A copy of the written document shall be presented to the Corporate Representative or Designee within 4 work days of Step 2 completion. The Corporate Representative or Designee will meet with the local president, international staff representative, or designee (and employee if requested) within the next 4 work days to seek resolution.

The Corporate Representative or Designee shall respond within 4 work days of the resolution session. The basis of the settlement will be documented and signed by the program manager, local president, international staff representative, and employee.

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

## **Section 2 Arbitration**

The party desiring arbitration (arbitrating party) shall notify the other parties in writing of their intention to pursue arbitration within 30 working days of the termination of Step 3 procedures. This notice will include a statement of the facts at issue and their position with respect to the issues.

Within 5 working days of receipt of the arbitration notice, the Company and the Union will select a mutually agreeable arbitrator. If an arbitrator cannot be identified during this period, both parties will request the Federal Mediation and Conciliation Service to provide a panel of 7 impartial arbitrators from which the parties will select an Arbitrator to hear the case at hand. The parties will strike alternately, the Union making the first strike, until only one name remains. That individual will be appointed as the arbitrator. The Company and Union will jointly notify the arbitrating party of this appointment. The appointed arbitrator shall serve only for the specified case at hand, unless the Company and Union agree to include other cases in the appointment.

The arbitrator shall consider only those issues and valid amendments of the specific case at hand that have been subject to the grievance procedures. The arbitrator shall afford the Company, Union, and arbitrating party a reasonable opportunity to present evidence, witnesses and arguments. Any of the parties may request that witnesses be sworn in to give testimony. The jurisdiction of the arbitrator shall be confined to a determination of the facts and applicability of the specific provisions of this Agreement. The arbitrator has no authority to modify this Agreement in any way. The arbitrator has no authority to interpret any State or Federal law relevant to the case at hand or to consider wages, management rights, or other matters not specifically set forth in this Agreement.

In cases of disciplinary action where the arbitrator determines that the action violated the terms of this Agreement, the arbitrator may vacate the penalty, determine the appropriate type of penalty to be substituted and direct that the Company compensate the employee for any wages lost as a result of the incorrect action. The arbitrator shall not make any decision with regard to the magnitude of the discipline, unless the arbitrating party proves that the penalty was inconsistent with penalties applied in similar cases. The arbitrator shall render a decision within 20 days of the receipt of all evidence and argument. The decision shall be final and binding on the Company, the Union, and the arbitrating party subject to the limitations specified in this Agreement.

The arbitrator's compensation for services and expenses in connection with the case at hand shall be shared equally between the Company and the Union. Any expenses connected with the calling of witnesses shall be paid by the requesting.

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

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

Awards for back wages claimed under this Agreement shall be exclusive of unemployment

compensation or other payments earned by the employee during the period in question.

The following procedures apply to grievance processing:

Employees who choose to be represented by a steward will ask their supervisor to make arrangements with the supervisor of the appropriate steward.

Union stewards will be allowed an amount of time deemed necessary and reasonable to investigate and process grievances.

Stewards will advise their supervisors of the purpose and timing of their absence before leaving their work area. They will expeditiously handle the grievance and report back to their supervisor when they return to the work area.

Aggrieved employees will be allowed sufficient and reasonable time to raise their concerns to the proper Union steward during working hours without loss of pay to the employee, but they will first obtain permission of their supervisor.

The parties agree to facilitate resolution in order to minimize the time spent by the Union representatives in handling, presenting, and adjusting grievances. Should the parties agree that the grievance should be resolved at management level, the process can begin at Step 2 or Step 3.

The parties may mutually agree to extend time limits.

If any contracting agency directs that a specific employee be removed from the contract or otherwise disciplined, any such action directed may be undertaken by the employer. In the event that the contracting agency expressly directs the removal or discipline of a contract employee, the employer agrees to cooperate with the Union by providing it with all available information concerning the incident. It is expressly understood that such government action does not create an obligation on the Company to relocate or reassign employee to any other contract. The removal of the employee from the contract will not be subject to the arbitration process.

### **Section 3 Disciplinary Actions**

The following procedures apply to disciplinary actions:

If the Company elects to discipline an employee formally, they shall notify the employee of the right to Union representation. If the discipline is discharge, the Company will suspend the employee first and give the Union 24 hours' notice (excluding weekends and holidays) of the pending discharge. The Union shall have reasonable time to discuss the matter with the employee. The Company will determine whether or not the employee is to remain at the workplace during the suspension.

The Union may request a meeting with the Company to solicit all facts pertaining to the case.

Once deliberations are complete, the Company will decide whether to vacate the suspension and proceed with the discharge or some lesser penalty. The Company will notify the employee and the Union within 24 hours.

Should the Company determine that the facts of the case negate the need for discipline; the employee shall be made whole for time and wages lost during the suspension.

Employees who determine to file a grievance based on a disciplinary action, file at Step 3 of the grievance procedure. They shall file within 7 work days of the disciplinary action. The Company shall investigate the grievance and may call the employee, supervisors, managers and other appropriate persons to participate as needed. They shall render a written decision within 7 work days after the grievance has been filed. This decision may be appealed to arbitration.

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

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

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

## ARTICLE 13 HOURS of WORK

The purpose of this article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of work for any period of time. These definitions shall not be interpreted to limit the Company's right to assign, change, add, or delete work schedules to meet job requirements.

The normal work day shall consist of 8 hours of work time with a designated period of one-half (1/2) three quarters (3/4) or 1 hour for lunch breaks.

The work week shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday.

Employees will be paid semimonthly.

Pay Period Begin	Pay Period End	Pay Date
1 <sup>st</sup> of the month	15 <sup>th</sup> of the month	25 <sup>th</sup> of the month
16 <sup>th</sup> of the month	Last day of the month	10 <sup>th</sup> day of the following month

The normal work week for each shift consists of 5 consecutive 8 hour days, or 40 hours per week.

The parties of the Collective Bargaining Agreement (CBA) recognize that the contract exists to support MITS customers. Any changes to the work schedule must be government directed and modified to our existing subcontract. The parties of the CBA agree to discuss an implementation plan to incorporate an approved work schedule to meet the Customer's needs.

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

Nothing contained herein shall prohibit the use of part-time employees who work regular shifts of less than 40 hours per week.



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

### **Section 1 Overtime**

Overtime will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay as follows:

For all authorized hours worked in excess of 40 hours in any regular work week for which overtime has not previously been paid. For the purpose of computing overtime it is understood that paid vacation, sick, Holiday and Bereavement leave within a regular work week shall be not counted as time worked. Time paid for Jury Duty will be counted as time worked for calculating overtime.

For all authorized work performed on shifts starting on the sixth day worked of the employee's assigned work week provided the employee has worked at least 40 regular hours during his scheduled work week.

Nothing in this Section will prohibit adopting different definitions of overtime within an alternate work week structure should the Company deem it necessary and the Union agree to the new definitions.

Overtime will be paid at the rate of two times the regular rate of pay for all authorized work performed by employees on shifts starting on the seventh day of the employees' assigned work week provided the employee has worked at least 40 regular hours during the scheduled work week. If employees are unable to work the regular 40 hours due to a schedule change, they shall be paid 2 times their regular rate for the seventh day scheduled provided they work that day.

The following provisions apply to allocating overtime:

The Company will, insofar as is practical during the calendar year, and with due regard to production of service, equalize overtime among employees under the same supervisor, in the same classification, and in the same department.

When overtime becomes available, it will be offered to the most senior person within the job classification. In the event that no one accepts the opportunity, the least senior person will be required to fulfill the overtime request.

If 2 or more qualified employees under the same supervisor, in the same classification, and in the same department, have the same number of overtime hours worked and refused, such employees will be offered overtime assignments based on their seniority dates.

Employees who are on paid absence or unpaid leave will be considered unavailable for overtime.

The Company will give employees as much notice as practical when overtime will be required on any given day.

Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practical.

When all available qualified employees, including those who do not desire overtime, in a given group are needed to perform connecting overtime work, such employees will be so advised when they are initially contacted. In this even t they will be expected to accept the overtime assignment unless they have a valid personal reason for declining.

If all available qualified employees decline the offered overtime, it will be assigned to the qualified employee lowest in actual hours worked on the overtime report unless there is a valid personal reason for not accepting the assignment as required in paragraph (h).

Probationary employees will be assigned overtime work only when all qualified senior employees in the classification affected have been offered the opportunity to work overtime.

In order to effectively implement the overtime equalization provision, employees must provide their supervisors with satisfactory means of emergency contact.

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

## **Section 2 Holidays**

The Company recognizes the following 11 federal holidays in the calendar year:

New Year's Day (January 1st)  
Martin Luther King's Birthday (3rd Monday in January)  
Washington's Birthday (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Juneteenth  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veteran's Day (Date recognized by NASA)  
Thanksgiving Day (4th Thursday in November) | O. Christmas Day (December 25th)

The following provisions apply to holiday pay:

To be eligible to receive pay for hours not worked on a recognized holiday, employees must have worked their scheduled shift before or after the holiday. Authorized vacation and planned/substantiated sick leave shall be counted as days worked in matters of eligibility for holiday pay.

An employee shall not receive holiday pay if:

- Such holiday occurs when the employee is in an unpaid leave status during the work week.
- Such holiday occurs during an indefinite layoff.

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

- They shall not receive any pay for said holiday

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

## **ARTICLE 15 - VACATIONS**

The following provisions define vacation periods:

The vacation year, shall be based on the employees anniversary year.

Vacations shall be taken at such time during this period as will least interfere with production or services as determined by the Company. Vacation must be requested and approved in advance.

Vacations for all employees on the active payroll of the Company as of the effective date of this Agreement will accrue each pay period as follows:

Months of Service	Per Pay Period Accrual	Annual Accrual Amount	Maximum Leave Balance
<b>0 – 59 Months</b>	<b>3.33 hours</b>	<b>80 Hours</b>	<b>160 hours</b>
<b>60 – 119 Months</b>	<b>5.0 hours</b>	<b>120 Hours</b>	<b>200 Hours</b>
<b>120 – 179 Months</b>	<b>6.67 hours</b>	<b>160 Hours</b>	<b>240 Hours</b>
<b>180 – 191 Months</b>	<b>8.67 hours</b>	<b>208 Hours</b>	<b>288 Hours</b>
<b>** Part-time employees will be prorated based on hours worked.</b>			

For purposes of vacation the employee's original seniority date shall govern the amount of vacation earned

If employee vacation periods include a holiday, they will receive holiday pay and not be charged a vacation day.

Vacation may be taken in one-quarter of an hour increments.

Vacation time can be carried over to subsequent years up to a maximum of 80 hours. Balances can not exceed the maximum balance amount shown in table above.

Earned vacation may be taken after 3 months of continuous active service.

Vacation pay will be based on the regular rate of pay in effect at the time the vacation is taken.

Vacation pay will be included in the final pay of an employee regardless of the reason for termination.

In case of the death of an employee entitled to vacation, the employees leave balance shall be paid to the employee's spouse or in the event that the employee is not married, to the employee's estate.

## **ARTICLE 16 - SICK LEAVE**

The Company will pay an employee benefit known as "sick leave" in accordance with the provisions of this section. The qualifying time for sick leave benefits will be based on the latest date of hire with the Company unless specifically designated otherwise. The amount of sick leave for all Bargaining Unit employees will accrue subject to the following provisions:

A new employee will be eligible for the accrual of sick leave after 3 months of continuous active service.

Eligible employees will accrue sick leave hours at the rate of 3.67 per pay period (semimonthly) for an annual maximum of 88 hours per year. Part-time employee will accrue pro-rated leave based on hours worked.

Unused sick leave will be cumulative from year to year except that in no event shall the cumulative total exceed 176 hours. Once the employee reaches a balance of 176 hours, he/she will not accrue any additional time until their sick leave balance drops below 176 hours.

The Company reserves the right to require employees to obtain a physician's statement showing the nature of their illness and verifying their inability to perform their duties, normally after 3 days of absence or in the event that they are suspected of abusing sick leave.

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

Sick leave will not be paid out at the time of termination.

## **ARTICLE 17 - BEREAVEMENT**

In the event of the death of a member of the immediate family, the Company shall grant an employee time off up to 3 consecutive days with pay.

The definition of immediate family includes:

Immediate family members include: Employee's spouse, domestic partner, parent, child, sibling, sibling's spouse, grandparents, grandchildren; the employee's spouse's parent, child or sibling; the employee's child's spouse. Immediate Family members will also include Step parents, Step Siblings and Step Child.

To be eligible for bereavement pay, the employee must promptly notify the Company of the death and must within 10 work days after returning to work certify as to the relationship of the deceased, date of death, date of funeral, location, and funeral home in charge. Acceptable certification of relationship would be an Obituary, Certificate of Death, or formal correspondence from the servicing Funeral home, or like document. The employee must attend the funeral in order to receive pay for the time off. All time off for which bereavement pay is to be granted must be completed within 7 calendar days after the date of the funeral.

In the event of a death, as outlined above, which takes place during a scheduled vacation period, bereavement pay will supersede vacation pay. In the event additional time off due to bereavement is necessary, an employee may utilize accrued vacation or sick leave upon notice to the Company.

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

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

Employees are responsible to round their time to the nearest quarter of an hour. The following table illustrates this standard:

Minutes	Tenths
00-07	0.0
08-22	0.25
23-37	0.50
38-52	0.75
53-59	1.00

The Company will follow MSFC direction regarding closures and late arrivals due to weather conditions, emergencies, and other uncontrollable circumstances. Employees will use due diligence to obtain information on these events and act accordingly.

NASA may close and or deny contractor access to a NASA facility for a portion of a business day or longer due to any one of the following events:

- Federal public holidays for federal employees in accordance with 5 U.S.C 6103.
- Fires, floods, earthquakes, unusually severe weather to include snow storms, tornadoes and hurricanes.
- Occupational safety or health hazards.
- Non-appropriation of funds by Congress.
- Any other reason.

In such events, the contractor employees may be denied access to NASA facility, in part or in whole, to perform work required by the contract. Contractor personnel already present at a NASA facility during such events may be required to leave the facility. Employee maybe required to perform work from home if required and approved by management.

Contractor employees required to leave for such reasons listed above will suffer no loss of pay. If the Contractor employee has not made it into work at the time of the closing, but is scheduled, they will suffer no loss of pay as well.

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

Employees who are called back for work after leaving their workplace, or on their first scheduled day off, shall be paid for all time worked and straight time for the difference up to 2 hours. Overtime rate will apply if the time exceeds 40 hours in the work week.

## **ARTICLE 19 - GENERAL PROVISIONS**

The following provisions apply to compliance with other legal requirements:

The Company is committed to equal employment opportunities. We recruit, employ, train, compensate and promote without regard to race, color, age, gender, ancestry, marital status, religion, national origin, disability, sexual orientation, veteran status, present or past history of mental disability, genetic information or any other classification protected by state or federal law. There shall be no discrimination by the Company or the Union against any employee or applicant for employment because of race, color, age, gender, ancestry, marital status, religion, national origin, disability, sexual orientation, veteran status, present or past history of mental disability, genetic information or any other classification protected by state or federal law, Union activity or membership, non-union status or refusal to engage in Union activity.

The Company and the Union recognize their responsibilities to abide by all laws applicable to the workplace and these laws take precedence over the provisions of this Agreement should there be a conflict.

In the event a new Bargaining Unit position is established by the Company, the Company shall define the job description and determine the rate range and bargain the position and rate of pay with the union. The Company will furnish the Union with a copy of the description and rate range prior to filling the position. All notifications to the Union should be directed to the CWA State Office with a copy sent to the Local CWA Office. The Union will advise the Company in writing within 15 work days if it does not agree with the rate range. If no notification is received, the job shall become a part of the existing Agreement at the rate range set by the Company.

If the Union disagrees, it will work with the Company to reach an agreed rate range. If the Company and the Union cannot agree upon the rate range within a mutually agreed time frame, the Union may process a grievance using the procedure in Article 11. The arbitrator shall have the authority to determine whether or not the job was properly rated and, if not, the proper rate change for the job. The arbitrator's authority is limited to determining an appropriate rate range for the new job based on the duties and qualifications of similar established jobs at the Company's operation at Marshall Space Flight Center.

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

The affected employees that are qualified with a reasonable amount of training, to perform the duties of the new job, will be given such training.

Training would include documented training and on-the-job coaching, on company-paid time.

Any employee unable to achieve a satisfactory level of performance within 90 days after the appropriate training/coach would be treated as laid off under Article 6.

Furthermore, any employee that would be considered not qualified to perform the duties of the new job would also be treated as laid off under Article 6.

This provision would apply to affected employees even if the newly created job would be a promotion.

In situations where there are more affected employees than available jobs, the principles of Article 5, Section 1, shall be applied for promotions. If the available jobs are lateral or lower rated, the principles of Article 6, Section 1 will be applied.

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

Employees will be offered training by seniority to allow more opportunities for advancement and training for a lead position. Job Descriptions for each job are detailed in the table below.

Job Title	Job Description
Illustrator II	Prepares illustrations and drawings using common art media to depict medical and scientific subjects or technical equipment, renders preliminary or final products such as assembly and component drawings, exploded views, functional, perspective and isometric drawings and schematic diagrams from rough sketches or notes provided by subject matter specialist, using art media such as oil, water color or pen-and-ink. Lays out proposed illustrations in conformity with established style and format taking in to account perspective, angle of view, and artistic effect, discusses illustration or drawing at various states of completion with higher-grade illustrator or supervisor. Works under Supervision.
Technical Clerk II	Uses automated systems, such as word processing equipment, personal computers, or work stations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. Uses one or more word processing software packages; may also perform routine clerical tasks. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects. Must be able to be trained on any equipment at supervisor's discretion.



Technical Clerk III	Uses automated systems, such as word processing equipment, personal computers, or work stations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. Uses one or more word processing software packages; may also perform routine clerical tasks. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects. Elevated privileges in data base. Installs software on equipment and troubleshoots problems. Capable of independent problem solving. May lead lower level word processors.
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Employee conduct will be governed by the employees' respective Company handbook or policy. In all cases of disciplinary action, progressive discipline will be followed. All disciplinary action shall be for just cause and not discriminatory against employees because they are Union members or officeholders.

The Company agrees that supervisory employees shall not perform work assigned to employees in the Bargaining Unit except in the following situation:

- To assist and instruct in making setups.
- When regular employees are not available, or when necessary to resolve production or service problems or difficulties.
- To instruct or train employees.
- To demonstrate correct procedures.
- When experimental, development, or other research or prototype work must be done and no regular employee can perform such work.

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

The following provisions apply to civic responsibilities:

When employees are required to serve on jury duty on a regularly scheduled workday, they shall receive 8 hours pay each day at their regular rate. This payment shall be in accordance with the Alabama State Law.

Employees must give notice of jury duty to the Company upon receipt of jury summons and proof of jury duty must be submitted to the satisfaction of the Company before this Section shall apply.

Employees wishing to vote will be allowed time off without pay up to 2 hours during the hours the polls are open. The employee must show the Company and the Union proof of voter registration.

Employees wishing to donate blood will be allowed a maximum of 2 hours with pay on a noninterference basis.

The following provisions apply to PAC payments:

The Company agrees to make collection of CWA-COPE-PAC payments of any Bargaining Unit employees through payroll deductions upon order in writing signed by such employee to pay the amount thus deducted to the PAC.

The Union agrees that they shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to compliance by the Company with the terms of this article or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

The Company agrees to provide a bulletin board for the use of the Union within work areas assigned to the Company. The number and location of the bulletin boards shall be mutually agreed upon by the Company and the Union. The information posted is limited to the following:

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

## ARTICLE 20 BENEFITS, WAGES and JOB CLASSIFICATIONS

### SECTION 1 Health and Welfare

The Company's bona fide fringe benefit plans are provided by the Company through the Afognak Native Company Health and Welfare Plan (the Plan), administered by a third-party, independent trustee. Fringe benefits include:

#### *Full-time employees working 37 or more hours per week*

Basic Life and AD&D; Short Term Disability, Long Term Disability, Employee Medical, Employee Dental, Employee Vision, Premium Reserve Account program, and 401k. Full-time employees are automatically enrolled in Basic Life, AD&D, Short and Long Term Disability. These plans are obligatory and premiums are paid with employer health and welfare contributions. Employees may opt out of optional health coverage, provided proof of other coverage is demonstrated.

Alutiiq also offers voluntary, supplemental and ancillary plans. These coverages are optional and are employee-paid via payroll deductions.

#### *Employees working 30-36 hours per week*

Employee Medical, Employee Dental, Employee Vision, Premium Reserve Account program, and 401k. Employees may opt out of optional health coverage, provided proof of other coverage can be demonstrated.

#### *Employees working less than 30 hours per week*

Employer health and welfare contributions are allocated by the Plan to a 401k account established on the employee's behalf.

### **Funding of Benefits**

#### *Company Contributions*

Health and welfare contributions made by the Company on behalf of covered employees are allocated to the Plan and retained in individual reserve accounts (discussed below). Funds held in trust are used to pay all or a portion of the premiums that the employee is otherwise required to pay for coverage under the group insurance programs listed above.

1/1/2022	4/1/2022	6/1/2023	6/1/2024
\$7.25	\$7.25	\$7.25	\$7.25

\*\* Up to 40 hours per week

#### *Employee Contributions*

Cost projections are performed annually based on the current applicable health and welfare rate. This calculation determines the benefits that will be covered entirely by employer health and welfare contributions and any additional costs stemming from voluntary benefits and/or dependent coverage. All insurance costs which exceed the annual fringe calculations will be deducted from employees' pay. Employee contributions made via payroll deductions will be allocated to the employee's account and used to pay all or a portion of the premiums for coverage.

### *Premium Reserve Account (PRA) Program*

Company-provided health and welfare and employee contributions are allocated to individual accounts on behalf covered employees. Premiums that the employee is otherwise required to pay for coverage are paid from this account. Excess contributions are retained in employee premium reserve accounts under the Plan until the balance of that account equals 3 months' of premiums. The purpose of the 3 month reserve is to stabilize funding of benefits in the event of a shortage in contributions. Once the PRA is fully funded, excess funds are allocated to a 401k account established on the employee's behalf.

Upon termination of employment, amounts in held in reserve that are not applied toward the payment of benefits will be allocated to the employee's 401(k).

## **Section 2. 401(k) Plan**

The employees will be eligible to participate in the Company's 401(k) plan. Employee's contributions will be non company match.

The Company will provide a 401(k) company contribution on all regular paid hours (Regular, Holiday, Vacation, Sick, Bereavement, Jury) regardless of employee participation. Hours paid at the overtime rate will be excluded from the Company Contribution.

1/1/2022	4/1/2022	6/1/2023	6/1/2024
\$1.80	\$1.90	\$1.90	\$1.90

## **Section 3 Wages and Job Classifications**

Wages will be defined by the job classification in Article 19

Employees who are promoted to a higher rate shall receive the negotiated rate for that classification.

All Lead positions will be paid \$1.00 above the highest Classification that they Lead.

Lead Duty Responsibilities: Act as Customer Liaison in the area that one leads. Set up workflow, assign work, and assist team members in the preparation, research, and production of work as required. Ensure compliance with both NASA and industry guidelines, as well as ensure quality standards are met. Collect data for reporting to the supervisor in the form of weekly reports. The lead will not authorize time off, sign timecards, authorize overtime, discipline an employee, or reassign employees to other classifications. The Lead position will be designated by the Company.

### **WORK CATEGORIES AND HOURLY WAGES**

<b>Job Title</b>	<b>Current</b>	<b>4/1/2022</b>	<b>6/1/2023</b>	<b>6/1/2024</b>
Technical Clerk II	\$21.59	\$22.23	\$ 22.94	\$ 23.63
Technical Clerk III	\$23.17	\$23.87	\$ 24.63	\$ 25.37
Illustrator II	\$35.46	\$36.53	\$ 37.70	\$ 38.83

## ARTICLE 21 DURATION

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

This Agreement shall be effective, except as otherwise specifically provided, January 1, 2022 and shall remain in force according to its terms and conditions through May 31, 2025 without reopening rights for any purpose by either party. This Agreement shall automatically renew itself from year-to-year thereafter unless written notice of desire to terminate or to amend any portion is given by either party to the other party at least 60 days prior to May 31, 2025 or at the expiration of any annual period thereafter. In such case, this Agreement shall be open for amendment or termination as indicated in the notice.

If notice of intent to terminate or amend this Agreement is given as provided in Section 2, negotiations for a new or amended Agreement shall begin no later than 35 days prior to May 31, 2025 or the expiration of the current annual period. During these negotiations, this Agreement shall remain in full force and effect. Should negotiations continue beyond May 31, 2025, either party may terminate this Agreement at any time upon 10 days written notice to the other party.

FOR Alutiiq Commercial Enterprises, LLC.

FOR CWA LOCAL 3905

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Kim Addair President Alutiiq Commercial Enterprises, LLC	Date
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Mustafa Hassan President Local 3950 District Lodge 2020	Date
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Sandra Chandler Member Rep Alutiiq, LLC	Date
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Isa Shabazz Staff Representative	Date
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Patricia Watson VP Human Resources Afognak, LLC	Date
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