

Collective Bargaining Agreement

between
L3Harris Technologies
and the

International Union, United Automobile,
Aerospace and Agriculture Implement
Workers of

America (UAW) and its Local 967

March 8, 2025 - February 19, 2028

Weingarten Rights

In 1975, the United States Supreme Court decided in <u>Weingarten vs. NLRB</u> that employees have the right to union representation at an investigatory interview if a reasonable person could believe the meeting might lead to their discipline. These became known as "Weingarten Rights."

The Supreme Court ruled that the following rules apply during an investigatory interview:

<u>Rule 1:</u> The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

<u>Rule 2</u>: After the employee makes the request, the employer must choose from among three options:

- 1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
- 2. Deny the request and end the interview immediately; or
- 3. Give the employee a clear choice between having the interview without representation, or ending the interview.

<u>Rule 3</u>: If the employer <u>denies</u> the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.



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ARTICLE 1 AGREEMENT - RECOGNITION

- 1. The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and UAW Local 967 (Greenville, Texas) as the sole and exclusive collective bargaining agent for Firefighters below the rank of Lieutenant employed at Majors Field, Greenville Texas.
- 2. This Agreement is to define the working relationship between L3Harris Technologies Majors Field, Greenville, and Local 967 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).
- 3. When the term "Union" is used hereafter, it refers to recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and UAW Local Union 967, and when the term "Company" is used it refers to L3Harris Technologies Majors Field, Greenville, only. The parties intend for the use of the male gender pronoun in this Agreement to refer to both male and female employees, without any discriminatory effect.
- 4. This Agreement entered into this 8th day of March 2025, between L3Harris Technologies Majors Field, Greenville, Texas and the Union evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company, its employees, and the Union, and the willingness of the Company to deal with them through the Union as their Representative.
- 5. The Company agrees to supply each employee with a copy of rules, and regulations of the company concerning Management, safety, police and fire protection, etc., but these rules and regulations shall not be so defined as to abridge the rights of the employee guaranteed by the Agreement.
- 6. Since this Agreement stipulates wages, hours, and other conditions of employment, the Company will give to each employee on the active payroll, and to each new employee as they are hired, a printed copy of this Agreement.
- 7. In reference to levels of supervision, the first level of supervision will be the Lieutenant on duty.
- 8. The Company shall make available a sixty (60) minute period following new hire orientation for Union officials to meet with new employees who are subject to the Collective Bargaining Agreement.

ARTICLE 2 UNION SECURITY

- 1. In order to secure greater harmony between workers and employers and in the interest of increased cooperation between Union and Management, which cannot exist without a stable and responsible Union, the parties hereto agree as follows:
 - a. Upon written authorization from each Union member, the Company agrees to deduct the initiation fee, the regular monthly dues of the Union and V-Cap (Voluntary Community Action Program) deductions from his wages.
 - b. The Union shall furnish the company with a notarized list of those employees covered by this agreement who are new members of the union, along with signed authorization cards. Such list shall contain the PERNR number and the commonly used name of each employee so listed.
 - c. Deductions shall be made from each paycheck earned totaling one month's dues. Deductions not made for any reason (except Leave of Absence) at the regular deduction period will be deducted from the first paycheck an employee receives, and a supplemental list of such deductions will be submitted to the Union monthly. The parties agree that taxes, old age benefits, insurance premiums, and other deductions required by law shall be made before Union dues are deducted.
 - d. V-CAP deductions shall be made from each biweekly paycheck earned and a supplemental list of such deductions will be submitted to the Union monthly. The parties agree that taxes, old age benefits, insurance premiums, and other deductions required by law shall be made before V-CAP deductions are deducted.
 - e. In cases where improper Union deductions are made from the wages of an employee, the Union agrees to refund said deductions directly to such employee.
 - f. All Union deductions shall be remitted to the Financial Secretary of the Local Union during the first week of the following month in which such deductions are made. The company will make every effort to deliver the dues on time and in full and will work with the union to achieve direct deposit. The Financial Secretary of the Union shall issue a receipt for the moneys received to the Company Representative who delivers the remittance.
- 2. Both parties agree that neither it nor any of its officers or members will intimidate or coerce employees to join or not join the Union.
- 3. The Company will not discriminate against any employee in regard to tenure of employment or any term or condition thereof because of his membership in, or activity on behalf, or sympathy toward, the Union.
- 4. The Union and the Company agree not to discriminate or retaliate against any employee in connection with compensation, or the terms, conditions or privileges of employment, be-

cause of race, color, disability, religion, sex, national origin, age or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 21.051 of the Texas Labor Code, or any other similar employment discrimination or retaliation laws, rules or regulations.

ARTICLE 3 MANAGEMENT RIGHTS

MANAGEMENT'S RETAINED RIGHTS

A. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business and direct the workforce. These rights include, but are not limited to the right to: determine the qualifications for employees; to select employees; to determine the size and composition of the workforce; to determine work schedules; to hire, promote, demote, transfer, assign, layoff, and recall employees to work; to reprimand, discharge or discipline employees for just cause; to determine job classifications; to determine and make assignments of work; to determine the amount of supervision necessary; to determine when overtime shall be worked; to establish, modify and enforce reasonable work rules and regulations, policies and practices, and to otherwise generally manage the operation and direct the work force, except as may be abridged or otherwise modified in this agreement.

ARTICLE 4 STRIKES, STOPPAGES AND LOCKOUTS

- 1. During the life of this Agreement, the Union will not authorize, cause, engage in, sanction, assist or permit its members to cause, nor will any member of the Union take part in any slowdown, work stoppage or strike, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any slowdown, work stoppage or strike of the Company's operations or picket any of the Company's plants or premises, located at Majors Field, Greenville, Texas.
- 2. In the event that any member or members of the Local Union or the International Union shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage or strike against the Company or shall refuse to perform services duly assigned when directed to do so by the Company, the Company agrees that it will not file or prosecute any action for damages arising out of said unauthorized slowdown, work stoppage, strike or refusal to perform services, provided that the Local Union, its Officers and Representatives comply with the following provisions:
 - (a) That each of them jointly and severally shall immediately, and in no event later than twenty-four (24) hours, disavow and refuse to recognize any picket line or lines established as a result of said unauthorized slowdown, work stoppage or strike against the Company or refusal to perform services; that each of them will instruct their members by posting written notices throughout the plant or by newspaper ads or other

communication media not to respect or recognize any said picket line or lines; and in addition, each will do everything within their respective powers to secure the establishment and disbanding of any said picket line or lines; and

- (b) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand cause and require each and every member to perform the terms and conditions of this Agreement. In accordance with a 1983 Supreme Court ruling, failure of the Local Union, its officers and representative to comply with Section 2 (a) and Section 2 (b) will be grounds for enhanced discipline.
- (c) Any employee who fails to return to work immediately or refuses to perform services duly assigned when directed to do so by the Company, after such action is taken by the Union as set forth in 2 (a) and (b) above, the Union agrees that the Company may take whatever disciplinary action it deems appropriate, including discharge, and the degree of such disciplinary action shall not be reviewable through the Grievance and Arbitration Procedure provided for in this Agreement.
- (d) Nothing in this Section shall preclude any right to which the Company previously was entitled to seek legal or other redress of any individual who has caused damage to or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled by future legislation.
- 3. During the term of the Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

ARTICLE 5 SENIORITY

- 1. Seniority shall be field-wide. In the event two (2) or more employees have the same seniority date, the employee with the earliest PERNR number will be the senior employee. Employees accumulate seniority when they are in bargaining unit positions beginning from their last date of hire.
- 2. Probationary employees: An employee shall be considered a probationary employee for ninety (90) calendar days from the date of hire (excluding leaves of absence). After the probationary period, his seniority shall be retroactive back to the date of hire.

3. Layoff and Recall

Employees will be laid off in inverse seniority order and Management will give affected employees and the union three (3) working days notice prior to a layoff. Management has final discretion to pay employees rather than allowing them to work the next three (3) working days.

The Employee Assistance Program will remain available to employees and their eligible family members while they are enrolled in COBRA benefits.

In increasing the working force, employees will be called back to fill jobs in order of their seniority, provided they are physically qualified to do the job. They shall be placed back at their old rate of pay or the minimum of the current rate, whichever is greater.

Any employee who is temporarily unable to accept employment due to medical reasons when recalled shall, upon request, be granted a leave of absence at the time of recall.

If an employee is unable to report to work any extenuating circumstances that may have prevented him from doing so will receive fair consideration from the Company. He will be bypassed and be placed back on the recall list for the next available opening.

The Company will provide the Union two (2) copies of all layoffs and recalls.

Employees who are laid off will be paid out any PTO they have available for use and any accrued PTO based on their current service year.

4. Management will prepare a seniority list each month and post the roster in a conspicuous place in the firehouse. It will be e-mailed to the Chairperson of the Grievance committee and Union Hall. The seniority list will contain the names, PERNR number and seniority date of employees in the Bargaining Unit.

The Company will prepare and email the local Union Hall a list of Bargaining Unit employees each month listing name and PERNR number for:

- a. Employees on leave of absence (LOA)
- b. Employees who have left the bargaining unit including reason why (e.g., termination, resignation, transferred out of bargaining unit, retirement, etc.)
- 5. Seniority shall be terminated for the following reasons:
 - a. If the employee quits.
 - b. If the employee is discharged.
 - c. If a laid off employee fails to report to work within seven (7) calendar days after being notified by certified mail, return receipt requested, or fourteen (14) calendar days after postmark of certified mail that a job is available.
 - d. If the employee on layoff has failed to keep Personnel Records notified of his current address.
 - e. If the employee is laid off longer than two (2) years.
 - f. If the employee is absent for four (4) working days without notifying Labor Relations. Failure to justify such unreported absence will constitute a voluntary quit.

- g. If an employee on layoff voluntarily forfeits his recall rights and provides such written notice to the Company, a copy of which will be provided to the Union.
- h. If an employee exceeds the maximum time allowed for Medical Leave of Absence.
- 6. For the purpose of maintaining Union representation at the time of layoff, the Grievance Chairperson shall head the plantwide seniority. Should the Local Union President be a member of the Firefighter bargaining unit, he will also head plantwide seniority. At the time of a layoff, Shift Representatives will be the last to be removed from their shifts.
- 7. Employees who occasionally perform offsite assignments or training for a period of 6 months or less will continue to accumulate seniority during that time. If an employee becomes subject to discipline while offsite, the discipline will not be applied until their return. Upon their return, they will be entitled to full representation by the union as provided under this Agreement. Time limits for discipline or grievances will begin on the first workday on site.

ARTICLE 6 WORKING HOURS

- 1. As long as it is consistent with the company's payroll system the work week shall consist of a seven (7) day period extending from 7am Saturday to 7am the following Saturday.
- 2. The standard workday shall consist of a twenty-four (24) hour period extending from 7am day 1 to 7am day 2.
- 3. Payroll period: The payroll period consists of fourteen (14) consecutive days.
- 4. The current 48/96 work schedule consists of three (3) rotating work groups, referred to as A, B, and C Shifts. Each shift is typically made up of at least one (1) Inspector, four (4) Firefighters and (1) Lieutenant that rotate out every 48 hours.
- 5. One rotation of the 48/96 work schedule consists of two (2) consecutive twenty-four (24) hour workdays, followed by a consecutive ninety-six (96) hour off period. The workweek rotates between shifts and consists of one hundred sixty-eight (168) consecutive hours. Each shift will work either a 48-hour or 72-hour workweek, depending on the shift rotation.
- 6. The standard forty-eight (48) hour week shall consist of two (2) twenty-four (24) hour workdays, and the standard seventy-two (72) hour week shall consist of three (3) twenty-four (24) hour workdays.
- 7. Each workday normally will be split into two consecutive twelve-hour periods. The first twelve (12) hour period will consist of work assignments commonly referred to as 'duty' time. The second twelve (12) hour period normally will consist of work assignments, personal time commonly referred to as 'down' time, and sleep time. To ensure Company obligations are met, duty time, down time, and sleep time will be arranged to ensure that employees are available for work assignments twenty-four (24) hours a day, seven (7) days a week. At least eight (8) hours will be available for 'sleep' time. An employee will not be given work assignments

during the hours of designated 'sleep' time except in the event the employee is activated for an emergency response.

- a. The Fire Department will provide each Firefighter a private bunk room for use during sleep time. Each bunk room will have a bed, nightstand, lamp and locker.
- b. Employees are expected to remain available for duty for the duration of the forty-eight (48) hour shift.

8. Changes in working schedules.

- a. Where conditions require, the Company may modify the work schedule, or require a workweek exceeding the standard 48 or 72 hour workweek. Additional personnel may be necessary to maintain minimum staffing levels for flights, off-site training and to cover employees who are absent from their regularly scheduled shift (PTO, Call-in's, Jury Duty, Leave of absence, etc.)
- b. The company will give as much notice as possible of the change in the work schedule. At least forty-eight (48) hours' notice shall be given to an employee of any changes in his/her regularly assigned shift.
- c. Permanent changes to working hours and shift structure that significantly affect annual compensation must be mutually agreed to by the company and the union.

ARTICLE 7 SHIFT CHANGES

As openings occur within the established A, B and C shifts, they will first be filled by qualified volunteers by high seniority. If there are no volunteers, the position may be filled by external hiring. If minimum staffing is required, and an insufficient number of volunteers are available, the remaining open positions may be filled by qualified employees by inverse seniority. The Fire Chief will attempt to restore the employees who were moved against their will to their original shift as new employees are hired.

ARTICLE 8 TEMPORARY SHIFT SWAPS

Shift swaps permit employees to take up to two days of a shift off without utilizing PTO. All shift swaps must be approved by management and the following provisions apply:

a. The employee making the request shall first coordinate with the employee agreeing to the swap.

- b. Requests must be made on the appropriate form and signed by both employees.
- c. The shift exchange must occur within the same payroll period (2 weeks).
- d. Employees shall not work more than three shifts (72 hours) consecutively without advanced approval from Management.

ARTICLE 9 FILLING VACANCIES

- 1. Staffing requirements will be determined by the Fire Chief. When an opening in the Firefighter/ Inspector classification arises, the need will be filled internally by interested Firefighters prior to being filled by external hiring.
 - a. Posting of the opening and shift assignment will be made in the alarm room for 10 calendar days. Interested Firefighters will complete a job bid sheet and submit it to the Fire Chief.
 - b. The applicant with the highest seniority will be selected to fill the opening and will receive the minimum rate or pay for Fire Inspector or their existing hourly rate, whichever is higher.
 - c. The Firefighter who is selected should be TCFP Fire Inspector certified or be able to complete the certification within six months.

ARTICLE 10 WAGES

1. Effective March 8, 2025, the following two Labor Grades 1 and 2 will be established and there will be a 3.5% Market Adjustment applied to each labor Grade as well as the hourly rate of pay for each employee covered by the agreement.

The following Occupations and Labor Grades are established for the life of this Agreement:

Occupation	Labor Grade	Minimum	Maximum
Firefighter/Inspector	1	\$20.00	\$40.00
Firefighter	2	\$18.00	\$35.00

- 2. (a) Effective March 8, 2025, the base hourly rate of each employee covered by this agreement will be increased by 2.50%.
 - (b) Effective March 4, 2026, the base hourly rate of each employee covered by this agreement will be increased by 3.0%.
 - (c) Effective March 3, 2027 the base hourly rate of each employee covered by this agreement will be increased by 3.0%.

- 3. <u>Automatic Wage Progression (AWP)</u>: Automatic elevation of rates from the minimum of the job rate to the maximum of the job rate will work as follows: All employees will receive a 75¢ (seventy-five cents) per hour increase in their hourly rate of pay on the first payroll period in August of each contract year until the maximum of their occupational base rate is attained.
- 4. Employees on approved leave of absence will receive any due GWI effective the first payroll period they return from authorized leave of absence.
- 5. Employees will be paid on a bi-weekly pay cycle by the Company on Fridays.
- 6. The pay rate for employees shall not be less than the minimum and no more than the maximum rate of the job classification to which they are hired as reflected in the accepted job offer.
- 7. <u>Secret Clearances</u>: Employees who have been issued a "Secret" Security Clearance or higher will receive a premium of 50¢ (fifty cents) per hour in additional to their base rate.
- 8. <u>TCFP Driver/Operator Premium</u>: Employees who hold Driver/Operator Pumper Certification with Texas Commission on Fire Protection TCFP shall receive a premium of 50¢ (fifty cents) per hour in addition to their base rate.
- 9. <u>Commercial Drivers License (CDL)</u> Employees who hold a Class B or higher Commercial Drivers License (CDL) will receive a premium of 50¢ (fifty cents) per hour in additional to their base rate.
- 10. <u>TCFP Structure Fire Suppression Certification Premiums</u>. Employees may through experience and continuous education/training achieve the following certifications.

a. TCFP Intermediate: 50¢/hr.

b. TCFP Advanced: \$1.00/hr.

The employee will receive the appropriate premium for the highest certification held in addition to their base hourly rate.

ARTICLE 11 OVERTIME

- 1. Time and one-half (1-1/2X) the employee's hourly rate shall be paid for all hours worked over forty (40) per week.
- 2. All time paid as PTO, holiday hours worked pay, jury duty pay, bereavement pay shall be considered "hours worked" for purposes of overtime payment.
- 3. Overtime Distribution:
 - a. Overtime assignments will be posted in the Alarm Room as soon as they become available by the on-duty Lieutenant. For the purposes of overtime

distribution, tracked overtime hours will consist of a combination of worked hours, and offered but declined hours that are available outside an employees normal work schedule.

- 4. Overtime will be distributed in two separate manners: voluntary and forced. Voluntary Overtime will be offered to the qualified employee(s) who has the least number of hours worked (combined with offered and declined) on the Overtime Records Sheet. The on-duty Lieutenant will notify eligible employees as required by phone or text message in an attempt to offer equal overtime distribution among employees. Whenever the words "qualified employee" are used, they shall mean an employee who can do the work without special training.
 - a. Any voluntary overtime exceeding (72) consecutive hours must have management approval. Safety will be evaluated for adequate rest time, workload, etc.
 - b. When overtime is available on the first 24 hours of the shift cycle, the off-going shift will have first choice. If no one from the off-going shift volunteers the Lieutenant will contact the opposite off-duty shift.
 - c. When overtime is available on the second 24 hours of the shift cycle, the oncoming shift will have first choice. If no one from the on-coming shift volunteers, the Lieutenant will contact the opposite off-duty shift.
 - d. If there are insufficient volunteers for overtime, forced overtime becomes an option to fill the open positions. Once the temporary need is met by utilizing forced overtime, the overtime procedure reverts back to a voluntary basis.

5. Forced overtime.

The Company will first attempt to meet overtime requirements on a voluntary basis. When overtime needs are not staffed on a voluntary basis, forced overtime may become an option to fill the open position(s). Management may designate and require the necessary number of qualified employees to work overtime by assigning overtime to the <u>available</u> qualified employees with the least amount of worked hours on the Overtime Records Sheet. The Company will notify employees as soon as possible of any planned forced overtime needs, but in no event less than two (2) calendar days. When emergencies or unforeseen circumstances arise, the Company will give as much notice of forced overtime as possible.

- a. An employee is considered available for forced overtime if he/she:
 - 1. Is onsite when the overtime is offered.
 - 2. Is offsite but responds to an attempt to be contacted during the selection process.
- b. An employee is considered unavailable for forced overtime if he/she:

- 1. Is offsite at the time the overtime is offered and does not respond to the Lieutenants attempt to contact.
- 2. The employee has been absent during the workweek for jury duty, military leave, authorized Union business, or previously scheduled PTO.
- 3. An employee is absent due to illness on the workday proceeding the overtime.
- 4. An employee is offsite for training on the workday proceeding the overtime.
- 5. An employee has worked 72 consecutive hours proceeding the overtime.
- c. When overtime is forced on the first 24 hours of the shift cycle, the qualified employee on the off-going shift that is lowest on worked hours may be forced to work.
- d. When overtime is forced on the second 24 hours of the shift cycle, the employee on the on-coming shift that is lowest on worked hours may be forced to work.

6. Overtime Records

- a. The Lieutenants will maintain and post an Overtime Records Sheet in the Alarm Room along with a Seniority list that will be available for review by employees and union representatives at all times. Overtime Records Sheets will be maintained on a basis as practicable, logs will show:
 - i. Employee name
 - ii. Number of additional overtime hours worked.
 - iii. Number of additional overtime hours offered and declined.
- b. All Overtime Records will be zeroed out on the first Saturday of January, April, July, and October.
- c. A copy of overtime records will be given to the Shift Representatives and Chairperson of the Grievance Committee upon request and at the end of each quarter. The Company will retain these records for one year prior to destroying.
- 7. No employee will be laid off during his regular work week for the purpose of avoiding overtime payment.
- 8. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

ARTICLE 12 HOLIDAY PAY

- 1. When not scheduled to work on one of the following holiday, Bargaining Unit employees shall be paid eight (8) hours straight time holiday pay, provided the following conditions are met:
 - (a) The employee has worked the last scheduled work day prior and the next scheduled work day after the holiday. The scheduled work day as defined shall mean the final 24 hour shift, unless excused by the Fire Chief. Exceptions to this requirement are:
 - (1) If an employee is ill and such illness is verified by a physician's statement.
 - (2) If an employee is paid bereavement pay.
 - (3) The employee has received permission from the Fire Chief to be absent and such permission is granted prior to the date preceding the day observed.
 - (b) The employee is laid off during the week in which such holiday occurs.
 - (c) The employee is laid off on the last normally scheduled Shift during the week preceding a Monday Holiday.
 - (d) If one of the Holidays occurs while an employee is on an authorized paid time off, he shall be charged with sixteen hours of PTO and receive 8 hours pay for such Holiday.

May 26, 2025	May 25, 2026	May 31, 2027
July 4, 2025	July 3, 2026	July 5, 2027
September 1, 2025	September 7, 2026	September 6, 2027
November 27, 2025	November 26, 2026	November 25, 2027
November 28, 2025	November 27, 2026	November 26, 2027
December 24, 2025	December 24, 2026	December 24, 2027
December 25, 2025	December 25, 2026	December 27 2027
December 26, 2025	December 28, 2026	December 28, 2027
December 29, 2025	December 29, 2026	December 29, 2027
December 30, 2025	December 30, 2026	December 30, 2027
December 31, 2025	December 31, 2026	December 31, 2027
January 1, 2026	January 1, 2027	January 3, 2028

- 2. If one of the above Holidays occurs during the period of a leave of absence of an employee, such employee will not be eligible for Holiday pay.
- 3. An employee, who works on any of the Holidays defined in above will be paid time and one-half for the entire 24 hour shift plus 8 hours' Holiday pay at the double time rate.
- 4. Holiday Pay shall count toward the computation of overtime.

ARTICLE 13 PERSONAL TIME OFF (PTO)

- 1. Employees accrue PTO hours each pay period. Except as provided below, these hours are to be used at the discretion of the employee and are intended to provide paid time off for vacation leave, sick leave, and personal business leave.
- 2. PTO hours are accrued biweekly in even increments based on hours paid. Paid hours include any combination of regular hours worked (excluding hours outside the em-ployee's normal shift schedule.) and paid time off (PTO, holiday, bereavement and jury pay).
- 3. The amount accrued is based on a service-related accumulation schedule as provided below. If the schedule allows for an increase in the accrual an employee earns based on the achievement of seniority milestone the new PTO hours earnings rate will commence at the beginning of the first pay period following the employee's anniversary date. In this schedule, a "PTO Workday" is equivalent to one 24 hour shift.

Years of Seniority	PTO WorkDays	Maximum Accumulation
0-9	9	14
10 or greater	10	15

Presuming the employee works a minimum of 40 hours per week, they will accrue each year the PTO described above. Hours will be pro-rated based on reduced work schedules or leave of absence. Paid hours include any combination of regular hours worked and paid time off (PTO, holiday, bereavement and jury pay).

- 4. PTO may be taken in as little as thirty (30) minute increments.
- 5. Except in emergency, PTO must be scheduled in advance, with the supervisor. The supervisor will not unreasonably deny PTO.
- 6. When employees request to schedule a week or more together on PTO, the supervisor will give preference to the senior employee.
- 7. There is a maximum accumulation of one- and one-half times (1.5x) an employee's annual PTO allotment. When an employee reaches the maximum accumulation, no additional PTO leave will accrue until the PTO time used brings the accumulated hours below the maximum accumulation.

ARTICLE 14 CALL-IN PAY

1. When an employee is called in to work after leaving the Plant, he/she will be paid at the applicable overtime rate for hours worked. If the employee works less than four (4) hours, they shall be paid for a minimum of four (4) hours at the appropriate overtime rate.

ARTICLE 15 NON-BARGAINING UNIT EMPLOYEES

- 1. Non-bargaining Unit employees other than the Fire Chief and Lieutenants shall not be permitted to perform on any hourly related jobs except in emergencies, or in the instruction or training of employees.
- 2. This provision will not be used to erode the Bargaining Unit, reduce employee staffing, reduce overtime assignments, reduce normal work assignments to employees or displace any Bargaining Unit employees on layoff status.

ARTICLE 16 REPRESENTATION

- 1. This Article shall apply to those employees at the L3Harris Majors Field, Greenville, Texas, wherein employees work who are included in the Bargaining Unit as prescribed in Article 1 Agreement.
- 2. The Union will be represented by one appointed Representatives on each shift. The union may elect or appoint an alternate for each shift for the purpose of filling in for periods of absence of the representative.
- 3. The Union may select one employee from among the Shift Representatives who also shall serve as the Chairperson of the Grievance committee. That individual is considered to have super seniority. The Shift Representatives with the Chairperson selected by the Union shall constitute the Firefighter Grievance Committee.
- 4. The list of names of the Shift Representatives and Chairperson shall be given, in writing, to the Labor Relations Office as well as any changes in such list, when possible two (2) working days, and in any event one (1) working day prior to the effective date of assuming office. Such notification shall be made by the Chairperson of the firefighter Grievance Committee, or the designated Representative, except any change in the Firefighter Grievance Committee Chairperson, the notice shall be made by the President of the Local Union.

- 5. No individual shall be eligible to serve as a Shift Representative or Chairperson of the Grievance Committee unless they are an employee with the Company.
- 6. When not in conflict with their primary duties of Firefighter, Shift Representatives may perform duties such as, investigating, presenting, and adjusting grievances, or disputes, at all levels. Time spent in the performance of Shift Representative duties during their regular schedule will be paid for the by Company. The parties agree that each will cooperate with the other in keeping to a minimum the time spent in Shift Representative duties.
- 7. It is understood that all employees including Shift Representatives and the Chairperson of the Firefighter Grievance Committee are subject to all Company rules regarding the conduct of employees on Company premises. However, it is agreed that no rules are to be applied to Union Representatives in a discriminatory manner because of their Union activities.
- 8. No employee shall serve as a Shift Representative or Chairperson while on a formal leave of absence
- 9. Shift Representatives shall coordinate with their Lieutenant or in case of his absence, with the Fire Chief at the beginning of their shifts if they have Union duties to perform.
- 10. Union members will be given permission to be absent or to leave the plant on bona fide Union business upon request of the President of the Local Union, or the designated Representative, providing that: two (2) calendar days advance notice has been given to the Fire Chief and the Company's Labor Relations Manager or designated representative when possible. The total for which permission is requested to be absent on any day shall not exceed two (2) and time spent away from work will not be paid for by the Company.
- 11. The Chairperson of the Firefighter Grievance Committee will be responsible to refer grievances appealed to the Third Step of the Grievance Procedure.
- 12. In the absence of the Chairperson, a Shift Representative will be appointed to serve the dual function of Shift Representative and Alternate Chairperson. The Union must notify the Company one (1) working day in advance of the appointment when possible. If and when additional space becomes available to the fire station, the Chairperson of the Grievance Committee will be provided with a climate controlled private office, desk, computer, printer/copier and locking file cabinet. The Chief or Lieutenant on duty will be notified whenever this area is to be used by the Chairperson or Shift Representative in the conduct of official Union business for up to four hours per day. Until such time, the Chairperson or Shift Representative will be assigned the desk in the Northeast corner of the Alarm Room, the

desk will have a locking file cabinet and computer access connected to the common area printer/copier.

13. A Union Representative will be present, if available, whenever employee lockers, or other personal effects are opened.

ARTICLE 17 GRIEVANCE PROCEDURE

- 1. In the event of any dispute arising regarding the interpretation or application of any of the terms of this Agreement, or any other grievance or dispute, such matters shall be processed according to the procedure set forth in this Article.
- 2. Any employee having a grievance in connection with his work may take the matter up with his Union Representative during working hours at a time that does not interfere with performance of their duties without loss of pay.

STEP ONE

EMPLOYEE, SHIFT REPRESENTATIVE AND LIEUTENANT.

- (a) Both Management and the Union agree that every effort should be made to resolve grievances.
- (b) Any employee having such a grievance shall request the Shift Representative to present the grievance in writing to the Lieutenant using the mutually agreed upon, Company provided Step One Form. The grievance will include:
 - a. All pertinent facts.
 - b. Specific section(s) of the CBA alleged to have been violated and how it was violated.
 - c. Remedy sought.
- (c) When the grievance is presented in writing to the appropriate Lieutenant through the Shift Representative, it shall be answered within seven (7) calendar days after presentation on the Step One Form and the response will include:
 - a. The disposition.
 - b. Specific section(s) of the CBA to support the disposition.
 - c. If denied, the specific reason for the denial.
- (d) When the grievance is settled at any level in Step One, the Grievance Chairperson and the Manager of Labor Relations will be notified and provided with the original Step One Grievance Form and all related documentation by the Lieutenant.

STEP TWO SHIFT REPRESENTATIVE AND FIRE CHIEF

- 3. If the Shift Representative is not satisfied with the Lieutenant's answer at Step One, within seven (7) calendar days, but not thereafter, the grievance must be reduced to writing on the mutually agreed upon Step Two forms provided by the Company and presented to the Fire Chief. When the grievance is reduced to writing there should be set forth in the space provided all of the following:
 - (a) A statement of the grievance and the facts upon which it is based.
 - (b) The remedy or correction requested.
 - (c) The Sections of this Agreement claiming to have been violated.
 - (d) The signature of the aggrieved person or the Shift Representative.
 - (e) Grievances filed on behalf of the Union must be signed by the Shift Representative.
 - (f) The Shift Representative will deliver the Step Two Grievance to the Fire Chief who will sign and note the date and time of receipt.
- 4. The matter will be discussed verbally. A written decision will be made by the Fire Chief within seven (7) calendar days of receipt, in a letter or on the grievance forms in the space provided. The decision will include:
 - (a) A statement of the decision and the facts upon which it is based. If the grievance is denied, the specific reasons for denial will be included.
 - (b) The Sections of this Agreement that support the decision, if applicable.
 - (c) The signature of the Fire Chief or designated representative.

STEP THREE

GRIEVANCE CHAIRPERSON, LOCAL UNION PRESIDENT, MANAGER OF LABOR RELATIONS

- 5. If the grievance is not settled satisfactorily at Step Two, the Chairperson of the Firefighter Grievance Committee may appeal the case to the Third Step of the Grievance Procedure. Such appeal must be made within fourteen (14) calendar days from the written decision and he shall set forth clearly in writing:
 - (a) A complete statement of facts upon which the grievance is based, including any additions to or corrections of, such facts previously set forth.

- (b) The Union's reasons for appeal.
- (c) The remedy or correction requested.
- (d) The section, or sections of this Agreement the Union claims have been violated.
- 6. In the event of failure by the Union to appeal any decision of a grievance given at the Second Step of the Grievance Procedure, within fourteen (14) calendar days of receipt by the Union of such decision, the case will be considered settled on the basis of the decision so given. Except that any grievance not appealed to Third Step will be considered settled without prejudice to either party.
- 7. The Chairperson of the Firefighter Grievance Committee shall make the necessary notations on the mutually agreed upon "third step grievance appeal" form or a letter, and shall deliver it along with a copy of the completed Step One and Two forms to the Labor Relations Department within fourteen (14) calendar days and a meeting will be scheduled as soon as possible, but within fourteen (14) calendar days of receipt of the grievance. Union representation at Third Step Grievance Meeting with Management shall consist only of the Chairperson of the Grievance Committee and the Local Union President
- 8. A written reply to the grievance will be given by the Manager of Labor Relations or his designated Representative within fourteen (14) calendar days after the meeting. The Company shall set forth in its answer the following:
 - (a) Its position with respect to said grievance. Agreed, denied, or settled and any corrective action if appropriate.
 - (b) A complete statement of the reasons and facts in support of the Company's position.
 - (c) The section, or sections of this Agreement, if any, relied upon by the Company in reaching such answer. Two (2) copies of the Company's answer, with notations covering date and time of delivery and space provided for signature of the Chairperson of the Grievance Committee for receipt purposes will be returned to the Chairperson of the Grievance Committee by the Manager of Labor Relations or his Representative.
- 9. If the Union is dissatisfied with the decision of the Manager of Labor Relations, the Chairperson of the Grievance Committee may request in writing to the Manager of Labor Relations a Step 3.5 meeting within thirty (30) calendar days of the company response to the third step grievance in question. The meeting time and place will be mutually agreed upon

and occur within ninety (90) days of company response to the third step grievance, unless mutually extended.

- (a) The Union will be represented by the International Union Representative, Chairperson of the Grievance Committee, and Local Union President.
- (b) The Company will be represented by, the Manager of Labor Relations, and such additional Labor Relations representatives at it deems appropriate.
- (c) The matter will be verbally discussed, and the Company will respond in writing within 7 calendar days with its final position on the matter.
- 10. If a grievance is not settled satisfactorily at the Step 3.5 and the Union believes it has grounds for appeal to arbitration, the Chairperson of the Grievance Committee, or his designated representative, will give the Manager of Labor Relations a written "Notice of Appeal to Arbitration" along for a request to jointly draw a panel of arbitrators from the FMCS within ten (10) calendar days, excluding holidays, from the date of receipt of the Company Step 3.5.

GENERAL PROVISIONS OF THE GRIEVANCE PROCEDURE

- 11. A meeting of the Manager of Labor Relations and/or his representatives and the Grievance Committee Chairperson and/or Local Union President may be scheduled on an as needed basis. Emergency meetings may be arranged by mutual agreement upon request of either party.
- 12. There is no responsibility on the Company to make an adjustment in any grievance unless it is presented within fourteen (14) calendar days after the employee has knowledge of the act which is the basis of the grievance. In no event shall any disposition or award upon any grievance provide for retroactive pay for more than sixty (60) calendar days prior to the date such grievance was filed. The recovery of erroneous overpayments will be limited to sixty (60) days.
- 13. Any of the periods within which any of the acts required in this Article are to be performed may be extended by mutual consent of the parties. In computing the time within which the acts herein are required to be performed, Saturdays, Sundays, and holidays shall be excluded.
- 14. The Company agrees that the President, Shift Representatives, Chairperson of the Grievance Committee and any other recognized Union Representative shall not be hindered, coerced, restrained or interfered with in the performance of their duties on investigating, presenting, and adjusting grievances or disputes as provided in the Grievance Procedure.

- 15. The Union agrees that neither the Union nor its members will intimidate or coerce any employee with regard to his right to work or with respect to Union activities or membership, and there shall be no solicitation of employees for Union membership on Company time.
- 16. Representatives from the group consisting of duly accredited International Representatives, the Local Union President, and Chairperson of the Plant Grievance Committee, shall be permitted to investigate a grievance subsequent to the receipt of the Union or Management's Third Step Decision, if in the opinion of the Union such an investigation is warranted in order to determine the advisability of appealing the matter to Step 3.5 or arbitration. Before making such an investigation, the President of the Local Union or his Representative shall notify the Manager of Labor Relations or his designated Representative, not less than two (2) working day in advance, who will make the necessary arrangements for the investigation. Such an investigation shall be in accordance with Company regulations and rules respecting plant visitors. The Chairperson will not suffer a wage loss if the investigation is held on her/his regular work schedule.
- 17. Grievances regarding multiple employees or policy related Grievances may be entered at Step 2 or 3 of the Grievance procedure for effective processing.

ARTICLE 18 ARBITRATION

- 1. It is agreed that only grievances involving alleged violations regarding the interpretation or application of the terms of this Agreement may be appealed to the impartial Arbitrator for an award.
- 2. The Union may request that grievances as defined in Section 1 of this Article presented by it be submitted to arbitration, and should the Union request that a grievance presented by it be submitted to the Arbitrator, the Company shall agree to the submission.
- 3. No facts shall be presented by either party during arbitration, which were known, but not disclosed during the course of the grievance procedure. The parties will exchange all materials and proposed exhibits no later than Three (3) calendar days before the scheduled arbitration hearing.
- 4. After a case has been appealed to the arbitrator, it shall not be withdrawn by either party except by mutual consent. If the grievance is settled short of arbitration, the party yielding shall bear any and all expenses unless mutually agreed to.
- 5. The Arbitrator shall be prohibited from changing, adding to or subtracting from the wording or terms of this Agreement or any supplementary written, approved agreements entered into

- mutually by the parties. Any case appealed to the Arbitrator on which he has no power to rule shall be referred back to the parties without decision.
- 6. The arbitrator shall make such investigation as he deems proper and may examine the witnesses of each party. Each party shall have the right to cross-examine witnesses. When any investigation is conducted by the arbitrator in the plant or at the Union Hall, he shall be accompanied by at least one representative of the Company and of the Union.
- 7. The arbitrator or either party may at his or their option employ the services of a stenographer and/or reporter at all such hearings to make a record of the proceedings.
- 8. Exhibits introduced by one party may be examined by the other party during the course of the hearing.
- 9. The arbitrator or the Union may call any employee as a witness at any proceeding before the arbitrator, and the Company agrees to release said witness from work if he is on duty.
- 10. Each party shall be responsible for the expense or expenses of any witness it calls.
- 11. The decision of the Arbitrator shall be final and binding upon both parties.
- 12. The Arbitrator shall render his decision in writing not later than ten (10) days after he has completed his hearing on any grievance, unless unilaterally extended by the Arbitrator for an additional ten (10) days, but in any event within thirty (30) days after completing his hearing.
- 13. The compensation and all expenses of the arbitrator and the hearing shall be borne equally by the Union and the Company.
- 14. The Company and the Union Representatives shall jointly request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Services (FMCS) at the nationwide level with no specific organizational or certification requirements unless mutually agreed to. The Union and the Company, after the receipt of said list, shall each have the right to strike four (4) names from it in the following manner:

The Representatives of the Company and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The ninth or remaining person shall thereupon be accepted by both the Union and the Company as the Arbitrator. To determine who will strike the first, the company and the union will flip a coin, and the winner will determine who will strike first.

15. No grievance shall be appealed to Arbitration by the Union until the Union has availed itself of the full procedure set forth in the Grievance Procedure. All such grievances or disputes shall be considered finally settled and not subject to Arbitration unless the "Notice of Appeal" and request for a panel of Arbitrators is received within ten (10) days, excluding Saturdays, Sundays, and Holidays, from the date of receipt by the Local Union of Management's Step 3.5 Answer as provided for in the Grievance Procedure.

ARTICLE 19 EMPLOYEE DISCIPLINE

- 1. If it becomes necessary for Management to discipline any employee, other than in discharge cases, the Lieutenant will inform the employee that he is initiating disciplinary action and the reason therefore. The Company will take prompt disciplinary action after reasonable investigation, but in no event after fourteen (14) calendar days.
- 2. Any employee given a disciplinary suspension shall be given the opportunity, upon their request, to present their grievance to their Shift Representative as provided in the grievance procedure before being given such disciplinary suspension. The suspensions of employees pending further investigation shall be processed as expeditiously as possible. Employees will be allowed to meet with their union representative prior to being suspended pending investigation.
- 3. In cases of disciplinary suspension or discharge of employees for infraction of Company rules or other misconduct, the Union reserves the right to seek modification or elimination of such penalty regarding seniority and compensation in whole or in part on the ground that the employee was unjustly disciplined, and such protest shall be handled according to the Grievance Procedure including the right to appeal to Arbitration.
- 4. Any employee who has not received new demerits for a period of one hundred and eighty days (6 months), excluding leaves of absence or layoff time, shall have demerits, if any, voided from their record. Once their record is cleared, the demerits will not be used against them in arbitration or in any disciplinary cases.
- 5. When a non-probationary employee is to be discharged his supervisor will escort him to a suitable location (private office) and in the presence of a Human Resources Representative, notify the employee of his rights to Union representation. An interview will take place prior to the employee being discharged. If the employee requests Union representation, the Chairperson of the Grievance Committee or his designated Representative will be allowed to

attend the termination interview. It is understood the Union Representative has the right to discuss the matter briefly with the employee privately.

- 6. If an employee does not desire Union representation, he will sign a statement to that effect. The Shift Representative or the Chairperson of the Grievance committee will not be called, however, even if requested by the employee, if the discharge involves severe disorderly conduct or threatening conduct on the part of the employee. The Shift Representative or the Chairperson of the Grievance committee shall have the right to appeal the discharge for an employee who requests Union Representation through the discharge procedure within fourteen (14) calendar days from the date thereof. Such grievance will be admitted to the Third Step of the Grievance Procedure. The Shift Representative or Chairperson of the Grievance Committee will be informed of the discharge action taken by the Company. Any appeal of the merits of the Company's action may be had in the Grievance Procedure.
- 7. The test which shall be used as a basis for disciplining a firefighter for productivity or workmanship not up to standard shall be the productivity and/or workmanship of other L3Harris firefighters reasonably exercising his normal working capacity on a similar job which has similar skill requirements.

ARTICLE 20 BULLETIN BOARD

The Company will provide and maintain in good order one (1) glass-enclosed bulletin board in the common area of the Fire Department complete with a lock and keys. Keys shall be given to the duly authorized Local Union Officers. Such bulletin board may be used by the Union for the purpose of posting notices.

ARTICLE 21 SAFETY, UNIFORMS, AND EQUIPMENT

- 1. The Company agrees to abide by and maintain in its plant, standards of sanitation, safety, and health in accordance with the Federal, State, County and City laws and regulations. The Company and the Union will establish and maintain a joint Health and Safety Committee consisting of the Fire chief and the Grievance Chairperson.
- 2. Proper and modern safety devices shall be provided by the Company for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used. Employees will not be disciplined for failing to perform a job where their safety would be at risk.

- 3. The Company will provide all needed items of Uniform and Equipment the Fire Chief considers to be essential. Replacement uniforms will be provided to all employees on an as needed basis, determined by the Fire Chief. Employees will be allowed to wear approved shirts, hats and other apparel to promote morale and union support.
- 4. The Company will provide any needed NFPA compliant PPE (boots, bunker coats, bunker pants, hood, helmet) and other special equipment (SCBA, mask, etc.) required for Firefighters to use in the performance of their duties.
- 5. The Company will reimburse each employee up to \$500 per year for the purchase of exercise clothing including running shoes, and personal items such as towels, and bed linens. New employees will be eligible for the allowance upon completion of their probationary period.
- 6. Employees will launder and maintain their uniforms, exercise clothing, towels and bed linens at the Fire Station using the provided materials and appliances.

ARTICLE 22 ILLNESS AND HEALTH

- 1. A valid employee's physician release to return to work without restriction sent to the appropriate office(s) will be considered sufficient and will be approved by the company or its representatives.
- 2. An employee who is injured on the job during his regularly scheduled shift and is sent home because of such injury, shall receive his wages for time worked and for the balance of his scheduled shift. If the injury occurs on a non-regularly scheduled shift, the employee will receive the appropriate overtime pay for the time worked.
- 3. The Company will provide breaks for breast milk lactation. Employees who are lactating are permitted reasonable breaks for the purpose of expressing breast milk. The Company will ensure that such employees have an appropriate location to express breast milk. The area will be private, secure, sanitary, and in close proximity to the employee's work area, and it will not be a bathroom or toilet stall.
- 4. Annual Physical Examinations, Fitness and Wellness.
 - a. Annual physical examinations required for business reasons will be done on Company time. The Company agrees to pay for all necessary examinations and associated costs including any additional specialists' examinations requested by the Company Physician.
 - b. The Company and the Union will develop and maintain a mutually agreed upon wellness and fitness initiative to promote overall health and physical fitness. The

- program will not be punitive in nature and will include an annual physical fitness evaluation.
- c. For employees who suffer a minor physical limitation, on extenuating circumstances will be allowed to continue to work in a limited capacity to extent possible as determined by the Fire Chief and Manager of Labor Relations or his designated LR representative and will be reevaluated periodically to resume full duties as quickly as possible.
- 5. When a dispute arises between the Company and the Union as to whether suitable work is available that such employee can perform consistent with the employee's physical restrictions, the Union shall have the right, upon the request of the Chairman of the Plant Grievance Committee, to request a meeting with Labor Relations, applicable management, and a medical services representative to address the dispute. Upon such request, a meeting shall be promptly scheduled. When a dispute arises as a result of the Company's authorized physician's diagnosis that an employee is not capable of returning to work, the Company and the Union agree to refer the employee to a specialist in the field for which the medical dispute exists for a functional capacity evaluation. The Company and the Union will examine the particular job to be performed to determine the physical requirements. These findings will be jointly furnished to the physician specialist to determine if the employee can perform the physical requirements of the job. The physician specialist will make whatever physical examination necessary, and the decision will be final and binding upon the employee, the Union and the Company. The physician specialist will have no power to add to, or subtract from, or modify in any way any of the terms of this agreement. The physician specialist shall be chosen by the parties from a Texas Workers Compensation Commission (TWCC) list of certified doctors, exclusive of any Company authorized physicians.

ARTICLE 23 LEAVE OF ABSENCE

- 1. A leave of absence without pay for good and sufficient reason will be granted for a period up to sixty (60) days upon written request to Labor Relations and designated Third Party Administrator. A copy of the approved leave will be given to the employee showing the date he is expected to return to work.
- 2. An employee elected to any full-time paid federal, state, county or municipal public office shall, upon written request be granted a formal leave of absence without pay for the period of the initial term of office.
- 3. An employee's election or appointment to conduct UAW Union business shall be considered good and sufficient reason for obtaining a leave of absence for a period of not less than thirty (30) days nor more than three (3) years. Such employee shall be given upon written request from the President of the Local Union to the Manager of Labor Relations, a leave of absence for such period, which will be extended upon request. Employees on Leave of Absence with the UAW under this section will not have the time counted towards PTO credits.

- 4. Employees on approved short-term Union Leave(s) of Absence will receive credits for paid time off Benefits. The leave will be approved by the company as provided for in this Agreement.
- 5. On returning from an authorized leave of absence, the employee shall be reinstated, without loss of seniority. During authorized leave of absences seniority shall accumulate.
- 6. Leave of Absence for Military Service
 - a. Military Leave will be granted to employees to perform duty in the uniformed services, including active duty, active-duty training, inactive duty training (such as drills), deployment, and reserve components of the uniformed services in accordance with Uniform Services Employment and Reemployment Rights Act (USERRA).
 - b. To be eligible to receive military pay differential, it is the employee's responsibility to provide a copy of his/her Leave and Earnings Statement (LES) to the Company or designated administrator within 60 days of the date of the LES, absent extenuating circumstances. Unless employee submits timely LES documentation, Long Term Military leave will be unpaid.
 - c. If approved, Employees are eligible for military pay differential up to one (1) continuous year from the start of the military leave. Additional Military related Leave may also be available, subject to approval by the Manager of Labor Relations. Differential pay applies to base wages only.
- 7. Seniority employees will be allowed to remain on leave for twenty-four (24) months. Employees with seniority will accumulate seniority during such period. If an employee who has been on a leave of absence due to illness or disability has not returned to work within twenty-four (24) months from the last date worked prior to the original absence due to such illness or disability, his employment with the Company shall be terminated, and the Company will have no further obligation with respect to the employee. This will not affect the employee's continued entitlement to workers' compensation benefits as provided by law, if the illness or disability was job related. The Company will comply with its obligations under the Americans with Disabilities Act, in the application of this paragraph.
- 8. Employees on Medical leave of absence during a layoff. Any employee who at the time of a layoff is receiving disability benefits shall continue to receive disability pay in effect at the time for the duration of continued disability. Upon return from leave of absence, the employee will return to work or be laid off based on the applicable seniority.
- 9. The Company will distribute the process and procedures for requesting Medical Leave of Absence to employees and post that information in employee break rooms. Including primary point of contact for the employee to contact with questions or assistance including name, phone number, email address, mailing address, fax etc. When feasible, employees are encouraged to

speak with their designated HR Business Partner for details in advance of going on any Medical Leave of Absence or General Leave of Absence.

- 10. Employees returning from leaves of absence for medical reasons (except for Workers Compensation) must submit a statement from their personal Physician permitting their return to work to Disability HR (Leave-Disability@L3Harris.com) and designated Third Party Administrator.
- 11. It is recognized by the parties that drug testing is required by various statutes, regulations and applicable defense contracts. It is the intent of the parties to comply with all drug testing requirements. If during the course of this Agreement, any additional changes outside the required compliance parameters shall be negotiated with the Union as required by law and will not constitute a reopener of the current Agreement.

ARTICLE 24 EMERGENCY CURTAILMENT OF OPERATIONS

- 1. The parties understand and agree that weather conditions and the curtailment of utilities (e.g. natural gas in cold weather), are beyond the control of Management and can result in curtailed operations.
- 2. When Management determines that adverse weather conditions exist or is notified of utilities curtailment which makes it practical to shut down or curtail certain operations, the Company may allow those employees who volunteer to go home permission to leave the plant. When Management decides to allow volunteers to leave and others remain, those employees remaining must perform whatever work Management may assign provided they are deemed capable of performing the work.
- 3. Certain employees may need to be retained at work to perform specific jobs and will be required to remain on their jobs. On such occasions, those employees who report to work after assignments are made may not be considered for assignment. It is anticipated that the provisions of this article will assure an equitable solution to the problems that arise from making assignments during period of adverse weather.

ARTICLE 25 BENEFITS

1. Insurance Plans and other employee benefits have been agreed to by the parties which include: Medical, Dental, Short Term Disability, Long Term Disability, Life Insurance, Accidental Death and Dismemberment, Health Savings Account (HSA), Health Care FSA, Dental and Vision FSA, Dependent Care FSA, Family Medical Leave Act (FMLA), Education Assistance, Paid Parental Leave, Incentive Programs, Bereavement Leave, Jury Service, and 401(k). The parties agree that the specific provisions and procedures governing eligibility, enrollment,

benefit coverage and employee premiums shall be the same as the plans provided to L3Harris Technologies, Greenville, Texas salaried non-represented employees. For the duration of this agreement, any changes to the salaried plans and/or employee premiums will apply equally to employees covered under this Collective Bargaining Agreement. The Summary Plan Document and specific contracts shall govern should there be any inconsistency or misunderstanding with regard to any other document or representation. The Company will attempt in good faith to comply with the terms of this agreement. However, in the event the parent company, L3Harris Technologies, Inc., requires the Company to make a change to an existing insurance plan or other employee benefits, the Company will provide notice of this change to the Union.

- 2. All employees will automatically be enrolled in the Long Term Disability Program. Employees who use PTO for the first week of Short Term Disability will be allowed to purchase the PTO back when they return to work provided they complete the Disability PTO Buyback Form (available in Human Resources) with at least 8 pay periods remaining in the same calendar year to provide for repayment of the purchase amount.
- 3. Family Medical Leave Act (FMLA) benefits will be offered as required by law. The company will continue the current practice of allowing employees to use PTO in conjunction with FMLA at a rate of 50% PTO/50% FMLA. After any available PTO is exhausted, the remainder of the FMLA leave will be unpaid.

ARTICLE 26 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms, or obligations herein contained shall be affected modified, altered, or changed in any respect whatsoever, by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

ARTICLE 27 QUALIFICATIONS

- 1. Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision.
- 2. Any further agreements made by the parties shall be reduced to writing and signed by authorized Representatives of each party.

ARTICLE 28 WAIVER

The waiver of any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

ARTICLE 29 NOTICE

- 1. Notices permitted or required to be served under the terms of this Agreement shall be sufficiently served for all purposes herein when the procedures of this section are followed.
 - a. For service upon the Company, an original and one copy of the notice shall be mailed postage prepaid, certified mail, return receipt requested, to the Manager of Labor Relations or his designated representative.
 - b. For service upon the Union, when an original and one copy of the notice is mailed postage prepaid, certified mail, return receipt requested, to the President of the Local Union or his designated Representative.
 - c. The date of receiving such notice shall be the controlling date for purposes hereunder.
- 2. Notices to the Company from the Union may also be personally delivered by the President, Chairperson of the Grievance Committee or their designee. Such delivery shall be made to the Manager of Labor Relations or in his absence, to his designated representative. Notices so delivered shall be in duplicate, and both copies shall be time stamped for receipt purposes. One copy shall be returned to the Chairperson of the Grievance Committee in a sealed envelope for delivery to the Union.

ARTICLE 30 DURATION

- 1. This Agreement shall become effective March 8, 2025, and shall remain in force through February 19, 2028, and yearly thereafter, with the provision that should either party desire to terminate, change or amend this Agreement or any portion thereof, it shall notify the other party not less than sixty (60) days prior to February 19, 2028, or at the end of any subsequent yearly period. The Federal Mediation Service will be notified of the existence of dispute of each party to this Contract within thirty (30) days after either party has served notice on the other that it is desirous of changing the present Agreement.
- 2. In case of notification of desire to terminate, change, or amend shall have been given as provided in Section 1 above, negotiations upon such proposed amendments or changes of the terms of this Agreement covered in the notice of desire to amend, shall begin no later than forty (40) days prior to the expiration date or the expiration of any subsequent yearly

period, and shall continue until agreement is reached, and during said negotiations, this Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date or the expiration of any subsequent yearly period, either party, on ten (10) days written notice to the other, may terminate said Agreement.

3. In the event that any provision of this Agreement shall be or become inoperative by reason of any authorized Federal, State, County, Municipal or Military Law or regulations, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.

JOB DESCRIPTIONS

- 1. The Company and the Union agree that all employees shall be properly classified in accordance with the job descriptions. It is understood that an employee shall not be required to perform all of the incidental duties included in a job description in order to be eligible for classification, but he/she must perform the major functions of the job. An employee shall not be eligible for classification in a job, and attendant labor grade by reason of occasionally performing a major function of the higher classification.
- 2. The Company and the Union agree that all employees shall be properly classified in accordance with the Job Descriptions agreed to. The rate of pay for an employee will not be less than the minimum rate for the job hired into. Either party may request changes in the job descriptions and the assignment of a job to a given labor grade if it believes such descriptions need revision. Such changes may be made by mutual agreement.
- 3. If a Firefighter/Inspector requests to be returned to the Firefighter classification, he/she will be allowed to do so provided open positions exist within the department. Their rate of pay will be their current rate of pay, or the maximum of the Firefighter Classification, whichever is lower.
- 4. If the Company determines that an employee who was reassigned from Firefighter to Firefighter/Inspector is not satisfactorily performing the job, he/she will be returned to the Firefighter classification. His/Her rate of pay will be the current rate of pay, or the maximum of the Firefighter Classification, whichever is lower. The Company agrees to a time limit of a minimum of 60 calendar days to allow for adequate on the job training and maximum time of 6 months from the time of reassignment for utilizing this provision.
- 5. It is understood that Firefighters will continue to perform the functions of Firefighter/ Inspectors until the required positions are staffed. The company agrees to fill openings as quickly as possible.

Firefighter

- 1. Provides emergency response in fire suppression and prevention services, medical emergencies, rescue operations and hazardous spills involving fuel and other chemicals.
- 2. Performs standby duties for company assets (as required for takeoffs and landings, green fueling operations, green engine runs, and green power on aircraft.
- 3. Conducts visual inspections of fire extinguishers and fire suppression systems (sprinklers, control valves and fire hydrants). Prepares fire extinguishers to be sent out to an outside agency for all required maintenance (repairs, re-charges, and hydrostatic testing).
- 4. Drives/operates apparatus in accordance with all firefighter duties. Performs regular and systematic inspections of firefighting equipment/apparatus to ensure it is service ready. Reports any discrepancies and/or necessary repairs for firefighting equipment/apparatus to the Lieutenant for submission of work orders.
- 5. Performs (TCFP awareness/operational level) duties during hazardous material incidents (within the capabilities of the available personnel, resources and PPE).
- 6. Answers fire alarms and other emergency calls for service.
- 7. Verbally communicates details regarding responses to calls for service to inform the Lieutenant of information that may be necessary in his/her written incident report.
- 8. Accompanies technicians of various outside agencies, when escorts are required, in connection with fire department equipment.
- 9. Performs cleaning duties inside the fire station, apparatus bay and for all apparatus (in accordance with the schedule of daily duties).
- 10. Assists technicians of various outside agencies with obtaining access to all firefighting equipment in need of inspections and/or repairs (fire hose, ladders, PPE, SCBA/masks, hand tools, and apparatus).
- 11. Participates in annual fire department drills (timed response, water replenishment, and apparatus speed/braking).
- 12. May be required to perform duties of Fire Inspector classification during periods of time when regular Fire Inspectors are not available and/or need assistance.
- 13. May be required to operate electronic data entry equipment as a routine part of accomplishing normal job assignments. Trains others and performs other incidental duties as assigned.
 - KNOWLEDGE AND ABILITY REQUIRED: Firefighters must possess a TCFP Firefighter Basic certification. Must possess an EMT-B certification (TSDHS and/or NREMT). Normally obtain ARFF certification within one year of employment.

Firefighter/Inspector

- 1. Performs normal Firefighter duties.
- 2. Performs assigned inspection functions and related duties involving fire prevention and protection of company and customer assets.
- 3. Conducts quarterly building inspections within the assigned (A, B or C) zone of the L3 Harris Greenville facility.
- 4. Conducts visual inspections for means of egress (exit doors, isles, and stairwells) to verify there are no obstructions or storage of any kind in prohibited areas.
- 5. Verifies that exit doors open easily and exit signs are in place and in proper working order.
- 6. Inspects for proper clearance between storage and sprinkler heads. Verifies that fire extinguishers are properly placed, not obstructed and signage is in place.
- 7. Verifies the proper use of extension cords, surge protectors/power strips. Verifies that electrical boxes and switch covers are in place. Verifies that breaker/fuse panels are accessible and unobstructed. Verifies that appliances are approved and properly connected.
- 8. Conducts visual inspections to verify the operating status and condition of fire suppression systems.
- 9. Maintains basic records of building inspections, fire protection equipment, and identified hazards in each building.
- 10. Submits work order requests for the correction of all identified discrepancies/hazards.
- 11. Performs follow-up and/or systematic inspections when necessary to verify that the proper corrections were made.
- 12. Participates in activities pertinent to saving life and property by fighting fires, responding to hazardous material incidents, performing rescue operations, and administering emergency first aid.
- 13. Accompanies technicians of various outside agencies, when escorts are required, in connection with fire department equipment. Trains others and performs other incidental duties as assigned.
 - KNOWLEDGE AND ABILITY REQUIRED. Firefighters must possess a TCFP Firefighter Basic certification. Must possess an EMT-B certification (TSDHS and/or NREMT). Normally obtain ARFF certification within one year of employment. Fire Inspectors must possess a TCFP Fire Inspector certification.

RATIFIED FEBRUARY 7th, 2025

FOR L3HARRIS TECHNOLOGIES INTEGRATED MISSION SYSTEMS

FOR INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW) AND UAW LOCAL 967

J(m/Johnson

Schior Manager, Labor Relations

D. Gary Lane

Principal, Labor Relations

Victoria Morales

Labor Relations

Billy D. Ewing

Fire Chief

Jason Thomas

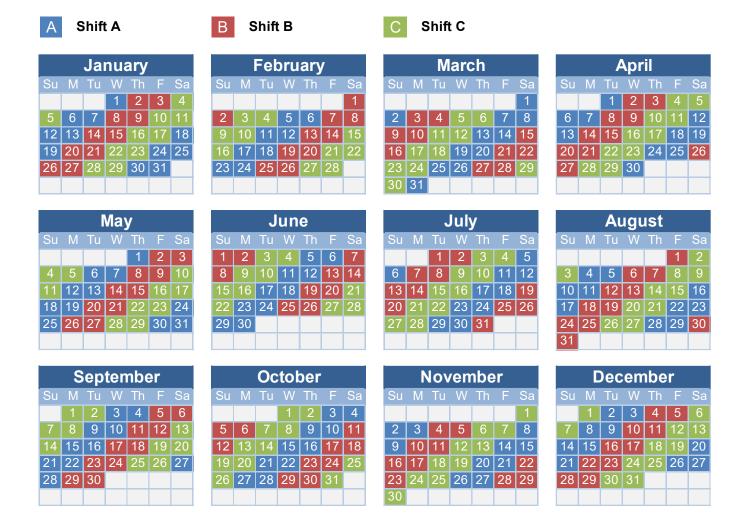
International Representative, UAW Region 8

Robert Gamboa

President, UAW Local 967

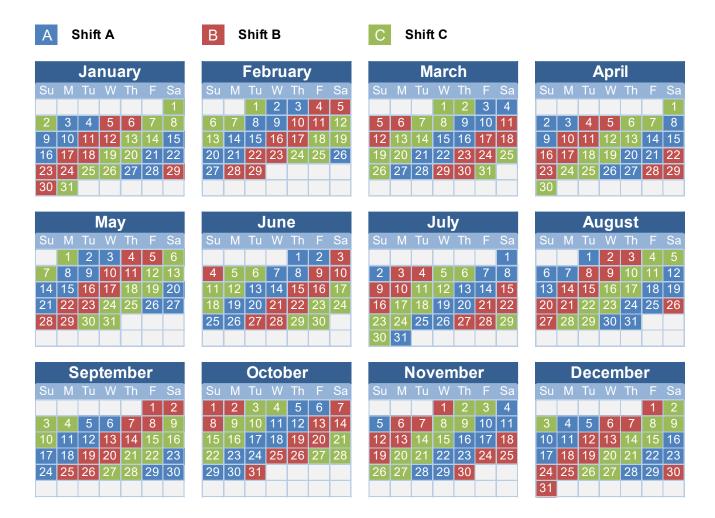
Melissa Welch

Grievance Chairperson, UAW Local 967









Insubordination

(Refusal to Follow an Order)

If an employee refuses to obey an order and you are satisfied that he has no legitimate reason for refusing, tell him/her this:

- 1. If you refuse to obey my instruction, you will be committing an act of insubordination. This is a very serious offense. You will be subject to discharge if you continue to refuse. Do you understand what I have told you?
- Now I'm giving you a second direct order to ______. I'm going to leave for a few minutes. When I come back I hope you will have reconsidered.
 (Leave the employee; get a Management witness and return.)
- 3. Repeat step one in front of the witness. If the employee again refuses, inform the employee that he/she will be suspended pending further investigation. Contact Labor Relations or after hours contact Security.

If there are no other Management witnesses available, contact security to provide an officer to serve as a witness and make complete notes. If he/she refuses to leave premises, <u>DO NOT Under Any Circumstances Touch the Employee</u>. Call Plant Security ext. 75333.

As soon as the employee is gone, write your statement of all the events leading up to the incident describing the incident and describing what actions you took. Go at once to your Supervisor and transfer your notes to the "Notice of Employee Discipline" Form.

Established 2025





