## **COLLECTIVE BARGAINING AGREEMENT**

## **BETWEEN**



## AND



## **TEAMSTERS LOCAL 542**

December 1, 2018 - November 30, 2022

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## **AGREEMENT**

This **AGREEMENT**, made and entered into this 25<sup>th</sup> day of March 2019, by and between **United PARADYNE Corporation**, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION No. 542** chartered by the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union".

## ARTICLE 1 — RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time employees employed by the Employer at its facility located at NAF El Centro CA, Bldg. #204 excluding all other employee, office clerical employees and supervisors, as defined in the Act, and as amended and as certified in Case #21-RC-20405 dated December 14, 2001.

## **ARTICLE 2 — UNION SECURITY**

## Section 1.

All employees are required to become and remain members of the Union as a condition of employment. New employees are required to become members of the Union within thirty-one (31) days from date of hire, and to remain members of the Union in good standing as a condition of continued employment.

### Section 2.

Employees who do not comply with the provisions of Section 1 shall be discharged by the Employer after the Union shows proof to the Employer that they have sent a registered letter, return receipt requested, to the employee informing said employee as follows:

- 1. The exact amount due;
- 2. How the amount was calculated:
- 3. An exact date that the money must be paid.

#### Section 3.

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the Employer for the purpose of complying with this Article.

## Section 4.

Membership in good standing means-only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

## ARTICLE 3 — CHECK-OFF

## Section 1.

The Employer agrees to withhold and to remit promptly to the Union the initiation fee and monthly dues from the pay check of each employee covered by this Agreement, in accordance with a written order which the Union agrees to furnish signed by each individual employee.

## Section 2.

Such deductions shall be made by the Employer from wages of employees for their first pay period in the calendar month, and will be transmitted to the Union no later than the 25<sup>th</sup> day of the month unless unable to do so because of equipment breakdown, or acts of God.

## ARTICLE 4 — MANAGEMENT RIGHTS

## Section 1.

The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not previously exercised, except as expressly limited by this Agreement, and shall be under the terms and conditions herein.

#### Section 2.

Management functions shall include but not to be limited to the sole and exclusive right to hire, promote, layoff, assign, transfer, suspend, discharge, and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the programs, methods, procedures and operations to be utilized or to discontinue their performance by the employees of the Employer in whole or in part and/or to sub-contract the same; determine and schedule when overtime shall be worked; install or remove equipment; introduce new or improved methods of operation; transfer or relocate any or all of the operations or business to any location or to discontinue such operations, by sale or otherwise, in whole or in part at any time; determine the whole duties of employees and require duties other than those normally assigned to be performed; to establish, modify and enforce policies, work rules and practices (including drug and alcohol testing).

## Section 3.

The foregoing statement of the right of management are not all inclusive but are indicative of the type of matters or rights which belong to and are inherited in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any other rights or authority the Employer had when there was no Collective Bargaining Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union except those expressly limited by this Agreement.

## ARTICLE 5 — DISCIPLINARY PROCEDURE

## Section 1.

Employees may be discharged for any reason not prohibited by law, but in case of discharge, the reason shall be given in writing by the Employer to the employee at the time of discharge.

#### Section 2.

A. For disciplinary infractions which do not warrant discharge, the Employer agrees to follow the following minimum procedure for same or similar offense:

First offense: Verbal.

Second offense: Written warning.

Third offense: Termination

B. After a period of twelve (12) months, written warnings shall not be valid for disciplinary action.

## Section 3.

The shop steward, or an alternate, shall be present upon an employee's request on steps one (1) through three (3) of the disciplinary procedure. The employee shall receive a copy of any written warning. The union shall receive a copy of the discipline notice within five (5) working days from date of issuance to employee in order for the discipline notice to be valid.

#### Section 4.

Under normal circumstances, warning notices will only be considered valid if they are issued within five (5) working days of the event given rise to the notice, or within five (5) working days from the date the Employer first had knowledge of the subject event. Time limits may be extended by Union agreement which will not be unreasonably withheld.

#### Section 5.

Discipline for absences shall begin only after all sick leave hours have been exhausted. Attendance discipline shall be administered on a separate track from performance discipline.

## **ARTICLE 6 — SENIORITY**

## Section 1. Definition

Seniority, as defined in this Article, length of continuous service with the Employer, shall be the determining factor in all promotions, layoffs, recalls, scheduled overtime, shift preference, and vacation scheduling.

There shall be two (2) separate seniority list one (1) for full-time employees and one (1) for part-time employees.

## Section 2. Job Openings

All job openings (except vacation relief, sickness replacements or leave of absence replacements) shall be posted for five (5) working days in bldg. 204. All posting shall be dated and timed. Consideration for said openings shall be given to qualified employees within the bargaining unit by seniority before outside hiring can be done.

The Union reserves the right to implement the provisions under Article 12, Grievance and Arbitration, of this Collective Bargaining Agreement in case there is a disagreement in the interpretation and/or application of this Article.

## Section 3. Break in Seniority

Seniority means length of continuous service without a break. An employee's seniority and employee status shall be lost for any of the following reasons:

- 1. Discharge.
- 2. Resignation or other termination of service by voluntary act of employee.
- 3. Continued absence of twelve (12) months or more from work (except those absence protected by law).
- 4. No show no call for three consecutive days without a bona fide reason.
- 5. Layoff for one (1) year.
- 6. Fails to report for work within three (3) working days after recall notification (return receipt requested).

#### Section 3. Probation

New hires shall work on a probationary basis for the first ninety (90) days of employment. During this probationary period, such employees shall be considered as being on trial, subject to immediate dismissal without prior notice, at the sole discretion of the Employer.

Discharge during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement. After completion of the probationary period, the employee shall have seniority as of their date of hire.

## ARTICLE 7 — WAGES AND CLASSIFICATIONS

#### Section 1.

During the term of this Agreement, the minimum wage rate to be paid to all classifications covered under this Agreement shall be specified below:

| Job Title                     | Current<br>Rates | 05/01/2019 | 05/01/2020 | 05/01/2021 | 05/01/2022 |
|-------------------------------|------------------|------------|------------|------------|------------|
|                               |                  | 2.5%       | 3.0%       | 3.0%       | 3.0%       |
| Cryogenics System<br>Operator | \$29.52          | \$30.26    | \$31.16    | \$32.10    | \$33.06    |

On May 1 of each year of this Agreement employees wage rate shall be adjusted in the succeeding payroll date.

#### Section 2.

Should the Employer establish a new operation, department or classification within the existing bargaining unit, the Employer shall compensate such classification at a minimum in accordance with the prevailing Wage Determination until such time as the Employer and the Union meet and confer and come to an agreement of the appropriate wage rate.

## ARTICLE 8 — HOURS AND OVERTIME

## Section 1. Full Time

Full-Time employees are those employees regularly-scheduled to work forty (40) hours per week. Full-time employees shall be scheduled to work Monday thru Friday with two (2) consecutive days off.

## Section 2. Part Time

Employees who are regularly scheduled to work less than thirty-six (36) hours per week shall be considered part time. Any employee working more than thirty-six hours in any month shall be eligible for Health and Welfare coverage, vacation leave, sick.

Employees who are scheduled to work less than 480 hours per year, are subject to Union dues in the amount of five dollars (\$5) per day, not to exceed the equivalent of the maximum full-time amount, currently seventy-five dollars (\$75) per month. On call employees are eligible for H & W coverage, but are not eligible for holiday, vacation, sick leave, jury, or funeral leave.

#### Section 3.

All employees are to be compensated from the time they start work on any day until discharged from duty, excepting time out for meals. Sick leave hours shall not be considered as hours worked for the purpose of calculating overtime entitlement.

#### Section 4.

Overtime - overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked performed in excess of eight (8) hours in one day or in excess of forty (40) hours in any one (1) week.

#### Section 5.

All employees shall be granted a thirty (30) minute unpaid lunch period per shift. The Company may approve a continuous shift without a designated meal period. As long as the employee waives the meal period in writing and is a mutual agreement between the employer and the employee. Such waiver may be withdrawn at any time by the employee or Employer.

All employees shall be granted a ten duty-free (10) minute rest period in the first half of their shift and a ten (10) minute duty-free rest period in the second half of their shift. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time.

#### Section 6.

All work presently being performed by the bargaining unit shall continue for the duration of this Agreement to be performed by the bargaining unit. Customer personnel and supervisors may perform bargaining unit work in emergency situations.

#### Section 7.

Any employee who has been released from work and is called back to duty or called to work on a non-scheduled work day shall be paid for all time worked but no less than four (4) hours, whichever is greater. Time worked shall be considered as continuous as per the hours previously worked (in the case of employees called back for duty) and will be compensated at the employee's appropriate overtime rate indicated under Section 4 of this Article.

#### Section 8.

All scheduled overtime shall be offered in seniority order. The Employer agrees that the most senior employees shall be offered first choice of overtime. If the Employer still has a need for additional workers for said overtime, then the Employer shall force from the bottom up until enough workers are found to work the scheduled overtime.

## **ARTICLE 9 — VACATION**

#### Section 1.

Full time employees covered by this Agreement shall be eligible for paid time off for vacation after one full year of service as follows: After one year of continuous service, two (2) weeks, after five (5) years continuous service, three (3) weeks, after twelve (12) years continuous service, four (4) weeks, and after twenty (20) years continuous service, five (5) weeks. Employees who are eligible will receive full vacation benefits on the anniversary date of their employment and upon each succeeding anniversary date thereafter. In accordance with Labor Standards for Federal Service Contracts (CFR Title 29, Part 4), vacations may not accrue or vest before an employee's anniversary date. Employees who performed similar work at the same facility while employed by the Employer's predecessor will retain the anniversary dates, they held in their previous positions.

#### Section 2.

Part-time employees shall have their vacation prorated proportionate to the amount of time the employee worked during the twelve (12)-month period immediately prior to the employee's anniversary date.

#### Section 3.

After one (1) year of service, eligible employees may request time off for vacation. If after an employee's application for vacation has been approved by the Company, the Company requires the employee to work during the employee's scheduled vacation and the Company is unable to reschedule a vacation for the employee within the employee's vacation period, the employee may carryover his/her vacation to be used within one year of the employee's anniversary date.

## Section 4.

If a holiday occurs during an employee's vacation, the observance date of the holiday will not count as vacation time.

## Section 5.

Employees shall submit a request to schedule vacation ten (10) days prior to the requested vacation schedule dates. The ten (10) day advance notice requirement may be waived at the discretion of the Project Manager with the efficient operations of business always receiving priority.

## **ARTICLE 10 — HOLIDAYS**

## Section 1.

The following named holidays shall be observed:

New Year's Day

Labor Day

Martin Luther King's Birthday Columbus Day

Presidents' Day Veterans' Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

Floating Holiday (1) \*

For the purpose of this Agreement, when any one of the aforementioned holidays falls on a Saturday the preceding Friday shall be observed as the holiday. When any one of the aforementioned holidays falls on a Sunday the following Monday shall be observed as the holiday.

## Section 2.

Employees, who report to work on any of the above enumerated Holidays, shall be compensated for all time worked but no less than four (4) hours, whichever is greater, plus holiday pay. If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.

#### Section 3.

Part-time employees who are eligible for holiday benefits will receive compensation for the holiday on a pro-rata basis based on the number of hours worked. This holiday pay will be included in each paycheck.

<sup>\*</sup> At the employee's discretion, but must be requested at least twenty-four (24) hours in advance.

#### Section 4.

In order to be eligible for holiday pay, the employee must work his/her last scheduled day before the holiday and the first (1<sup>st</sup>) scheduled day after the holiday, unless on paid vacation or other approved leave.

## **ARTICLE 11 — SICK LEAVE**

#### Section 1.

All full-time employees will receive 56 hours of sick leave on each of the employee's anniversary date to accommodate personal sick leave. Each hour of sick leave will be compensated at the employee's regular hourly rate of pay. Sick leave may be taken in hourly increments.

## Section 2.

Sick leave days are not supplemental vacation days or "free days." For absences of three or more consecutive days, the Employer may request a physician's statement describing the nature of the illness and the expected duration. When an employee demonstrates a pattern of absence, the Employer reserves the right to request a physician's statement for absences of less than three consecutive days.

## Section 3.

Employees must give prior notification of one (1) hour before scheduled shift to their immediate supervisor when not reporting to work or reporting to work late due to illness.

## ARTICLE 12 — GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1.

Any question on interpretation of application of this Agreement shall be resolved by this grievance and arbitration procedure. Grievances may be filed either by an individual bargaining unit employee or by the Union. The following procedure shall be observed:

- 1. The grievance shall be submitted in writing to the immediate supervisor or Union representative. Such submission must be made within ten (10) calendar days of the events giving rise to the grievance or the grievance shall be deemed waived.
- 2. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) calendar days from the date of submission to the Employer or the aggrieved party has not received a written response from the immediate supervisor, the aggrieved party or his/her representative shall submit the written grievance to the Human Resources Office of the Employer within ten (10) calendar days from the date the aggrieved party received or should have received the written response from the immediate supervisor.
- 3. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) calendar days after its written submission to the Human Resource Office, either party may demand arbitration within fifteen (15) calendar days after written submission to the Human Resources office of the Employer.

- 4. In the event arbitration is demanded, the Employer and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon, then the parties shall jointly request a list of five (5) arbitrators from the American Arbitration Association. Upon receipt of the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike-off method shall be used to select the Arbitrator.
- 5. The Arbitrator thus selected shall be notified of his/her appointment by joint communication of the parties. Arbitration shall subsequently be held in accordance with the procedures set forth herein, and by such further rules and procedures as the Arbitrator shall direct.
- 6. Each party shall bear its own costs; however, the fees and expenses of the Arbitrator shall be equally shared by the parties.
- 7. The Arbitrator's decision shall be final and binding on the parties to the extent that it draws essence from the Collective Bargaining Agreement. The Arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- 8. The time limit provisions of this Article may be waived or extended by mutual agreement. Failure of either party to comply with the above-referenced time requirements shall constitute a waiver of the right to pursue the grievance.
- 9. Limitation of Power of Arbitrator The powers of the arbitrator are limited as follows:
  - a. He/she shall have no power to add to, subtract from, or modify the terms of any Agreement.
  - b. He/she shall have no power to establish wage scales or, except as he/she is herein specifically empowered, to change any wage.
  - c. He/she shall have no power to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by any supplementary Agreement.

## **ARTICLE 13 — SAFETY**

## Section 1.

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. All protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer.

For the classification of Cryogenics System Operator requiring a special type of boot, the Employer shall provide a stipend of up to two-hundred (\$200.00) dollars per calendar year for the purchase of safety boots. Replacements may be provided to the employee for normal wear-and-tear of the safety shoes at the discretion of the Project Manager.

#### Section 2.

To operate forklifts, machines, etc., employees must first be instructed and qualified.

## Section 3.

Whenever an employee is required to wear a specific type of uniform, the cost of furnishing and maintaining such uniform will be borne by the Employer.

#### Section 4.

Employees are required to immediately report to the Project Manager and/or the Assistant Project Manager any accident or injury, major or minor, which may occur. Failure to immediately report an accident or injury will result in disciplinary action in accordance with Company policy.

## Section 5.

Training/Certification – The Employer shall provide the necessary training in order for all employees to maintain qualifications in Cryogenics.

## **ARTICLE 14 — HEALTH AND WELFARE**

#### Section 1.

All eligible employees and their dependents shall be eligible to enroll in the Northwest Administrators Blue Cross HMO (SD-\$15) health and welfare medical plan (medical, hospital, X-rays, prescription, ambulance, emergency room, mental health, vision) or opt out of the medical and use the employer Health and Welfare contribution as noted below. The Employer shall offer eligible employee's optional Basic life and AD&D plans.

#### Section 2.

The current insurance health benefits will be in accordance with the Northwest Administrators (Plan SD \$15, Anthem Blue Cross - HMO). Established insurance contracts and plans are subject to change when the administrator deems necessary. It is understood that Northwest Administrators contracts with insurance carriers to provide the benefits contemplated under this Article. Interpretation and application of such contracts shall ultimately rest with the insurance carrier and any dispute thereunder shall be between the employee and the insurance carrier and not subject to the Grievance Procedure of this Agreement.

## Section 3.

The parties agree to split the monthly health insurance premium cost as follows: Employer 90 percent (90%), employee ten percent (10%) for the Northwest Administrators Blue Cross – HMO (SD \$15) which includes medical, hospital, X-rays, prescription, ambulance emergency room, mental health, and vision. The Medical Benefit Plan is a 3-tiered premium structure:

Total Premium cost for Employee only coverage is: \$608.00 per month Total Premium cost for Employee plus one is: \$1,165.00 per month Total Premium cost for Family Coverage is: \$1,764 per month

Employees may elect to enroll in the optional Company Basic life and AD&D coverage up to a maximum of \$50,000 and may choose to elect additional voluntary life/ADD. Employees shall be responsible for the cost of the basic and voluntary life and AD&D plan(s).

Employees may elect to enroll in the optional Northwest Dental Plans. Employees shall be responsible for the cost of the Dental Plan premiums.

## Section 4.

Employees with proof of other "employer" medical coverage may elect to opt-out of the medical benefits through Northwest Administrators and have the employer contribution of Health and Welfare deposited into the Company Sponsored Service Plan (401K) or use the employer contribution to purchase additional H&W benefits or a combination thereof. Cash is not paid out in lieu of benefits.

The hourly contribution for Health and Welfare for those declining medical health coverage will be set per the respective Prevailing Wage Determination established by the Department of Labor. The specific Wage Determination will be the Wage Determination closest to May 1<sup>st</sup> of each respective year of the Agreement.

## ARTICLE 15 — SUCCESSORS AND ASSIGNS

Successorship obligations shall be governed by the Labor Standards for Federal Service Contracts (Title 29, Part 4 of Code of Regulations) and applicable federal labor law.

## **ARTICLE 16 — SEPARABILITY CLAUSE**

## Section 1.

The provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government Agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

### Section 2.

It is further provided that in the event any provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

## ARTICLE 17 — NO STRIKE, NO LOCKOUT

It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer.

Any employee found guilty of participating in any strike, slowdown or work stoppage will be subject to immediate discharge.

## **ARTICLE 18 — FUNERAL LEAVE**

In case of death in an employee's immediate family (i.e., spouse, mother, step-mother, father, step-father, sister, brother, step children, children, grandparents, grandchildren, mother-in-law, father-in-law), the Employer shall grant such employee up to three (3) days off with pay for attending or arranging the funeral. Proof of death shall be provided if requested by the Employer. In the event of a death in the immediate family, an employee on vacation shall have his/her vacation extended by three (3) days.

In the event that travel of more than two hundred and fifty (250) miles one-way is required, to attend funeral service, the employee may request two (2) additional days of unpaid extended funeral leave. The employee may use vacation to receive compensation for the days on extended leave.

## **ARTICLE 19 — JURY DUTY**

#### Section 1.

Each day that any employee covered by this Agreement and who has completed their probationary period is required to serve on jury duty, and when such service deprives any employee of pay that they otherwise would have earned, the Company agrees to pay such employee for 10 days of serving on jury duty.

#### Section 2.

Return to Work Requirements — If any employee is excused from jury duty service on a scheduled work day, they shall immediately upon release report back to work to complete the remaining hours of their scheduled work shift, unless there is less than (2) hours of time left in their scheduled hours.

### Section 3.

Certification and Falsification — the employee shall provide proof of jury duty attendance.

# ARTICLE 20 — VISITATION BY AUTHORIZED AGENTS AND STEWARDS

#### Section 1.

Upon advance notice to the Employer and with the Employer's permission which shall not be unreasonably withheld, an authorized agent of the Union shall have reasonable access to the Employer's premises for the purpose of investigating grievances or other legitimate business concerning matters covered by this Agreement, provided the Union agent does not interfere with the conduct of the Employer's business. If requested, such Union agent may be

accompanied by an Employer representative and shall be subject to and comply with all security and access requirements of the facility.

## Section 2.

- A. The Employer agrees to recognize stewards as appointed by the Union. There shall be no more than one (1) steward and alternate per shift at any one time during the life of this Agreement.
- B. The steward or alternate may assist in the investigation, presentation and settling of grievances during non-work hours, unless authorized by the Site Manager to do so during work hours. Steward or alternate shall not be discriminated against in discharging duties assigned them by the Union.
- C. Shop steward or alternate have no authority to take strike action or any other work stoppage interrupting the Employer's business.
- D<sub>i</sub> The Employer shall supply new employees with the name of the steward and alternate, and shall inform the steward or alternate of any hires, layoffs, discharges and recalls.

## **ARTICLE 21 — LEAVE OF ABSENCE**

A personal leave of absence is an excused absence without pay and without loss of seniority. All personal leaves must be requested in writing, and submitted to the Site Manager. A personal leave of absence may be granted in writing by the Employer for reasonable cause. Copies shall be sent to the Union. Leave of absence may be granted up to a maximum of three (3) months. A leave of absence will not be granted for the purpose of taking jobs, except a Union position. Military leave will be granted by the Employer to employees in accordance with Federal regulations.

A leave of absence due to disability associated with pregnancy shall be granted up to a maximum of four (4) months. Employees must provide medical documentation certifying the disability period.

The Company agrees to abide to all provisions of the law in regards to FMLA/CFRA, ADA, Military, etc.

## ARTICLE 22 — NON-DISCRIMINATION

The Employer and the Union will not allow any discrimination against any employee because of sex, race, color, religion, age, disability, national origin, sexual orientation, marital status, veterans and Vietnam-era veterans. Nothing in this Agreement shall be interpreted to conflict with the Employer's obligations under the Americans with Disabilities Act.

## **ARTICLE 23 — NOTICE OF LAYOFF**

In the event of layoff of any full time employee exceeding sixty (60) calendar days, the Employer shall give one (1) week's advance notice of layoff or one (1) weeks' pay in lieu thereof; provided that where the layoff is necessitated by a reduction or cessation of contract requirements, the Employer has received the same advanced notice from the customer.

## **ARTICLE 24 — PAY CHECKS**

Substantial errors in pay checks must be corrected within seventy-two (72) hours if possible for hours shown on time cards.

## **ARTICLE 25 — SCOPE OF BARGAINING**

The Employer and Union acknowledge that this Agreement constitutes the sole and entire agreement between the parties and expresses all obligations and restrictions imposed on each of the respective parties during its term.

## **ARTICLE 26 — TERM OF AGREEMENT**

This Agreement shall be effective from December 1, 2018 to November 30, 2022, and shall continue from year to year thereafter unless either party indicates a desire to modify or terminate this Agreement by serving written notice on the other party at least sixty (60) days prior to the expiration date.

UNITED PARADYNE CORP.

Teresa T. Alarcio

Vice-Pres. Administration

**TEAMSTERS LOCAL No. 542** 

Mike Morales

**Business Representative**