

**SHEET METAL WORKERS  
LOCAL UNION NO. 49**

**&**

**NetCentric Technology, LLC.**

**KIRTLAND AIR FORCE BASE  
LABOR AGREEMENT**

**EFFECTIVE June 1, 2025  
THROUGH May 31, 2028**

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## Purpose

It is the intent of the parties to establish a basic agreement covering wages, hours of work and conditions of employment at Kirtland Air Force Base, Albuquerque, New Mexico for all represented employees. This agreement shall require all such work performed by the company to proceed continuously and uninterrupted and in an efficient and economic manner without work stoppage, slowdowns, or any other interference with work progress.

The parties recognize the unique nature and purpose of the work performed by Kirtland Air Force Base of the U. S. Department of Defense and its importance to the nation's national defense. The parties therefore acknowledge that special considerations, approaches and solutions to management problems are essential to the performance of work covered by this Agreement. These special considerations form the basis of this Agreement to effect binding methods for the settlement of all misunderstandings, disputes and grievances which may arise during the term of this Agreement.

## Article 1. Agreement

**Section 1.** This Agreement, effective June 1, 2025, is made and entered into by and between NetCentric Technology, LLC. (hereinafter called the "Company" and or "Employer"), and the International Association of Sheet Metal Air Rail and Transportation Workers', Local Union #49 (hereinafter called the "Union").

## Article 2. Union Recognition and Scope of Agreement

The Company recognizes the Union certified by the National Labor Relations Board, (Case No. 28-RC-083640) as the exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time and regular part-time HVAC Technicians, HVAC Shop/Pipe fitters, Boiler technicians, Sheet metal workers, Maintenance Trades Helper and structural shop welder employees, including lead persons, employed by the Employer working at Kirtland Air Force Base maintenance support contract FA9401-21-F0011, or any subsequent contract number that may be issued concerning the same scope of work at Kirtland Air Force base, Albuquerque, New Mexico but excluding all office clerical employees, professional employees, guards, and supervisors as defined in the Act. The word "employee" or "employees", as used in this Agreement means all employees of the Company in job classifications listed in Appendix "A" of this Agreement and those added pursuant to Article 24 of this Agreement.

## Article 3. Union Security

**Section 1.** All persons employed or hired under positions covered by the collective bargaining agreement shall become and continue to remain signatory members of the union within thirty (30) calendar days of hire.

**Section 2.** The parties to this collective bargaining agreement will comply with National Labor Relations Act. If, during the term of this Agreement, the National Labor Relations Act shall be amended by Congress in such a manner as to reduce or increase the time within which an employee may be required to acquire union membership, such changed time limit shall become effective per National Labor Relations Act changes.

**Section 3.** "Good Standing" for the purpose of this Article shall mean the tendering of initiation and all related, and or required fees and dues customarily charged other members, of the signatory Union.

**Section 4.** The company agrees to terminate an employee upon written notice on union letterhead that the employee is no longer a member in good standing and the employee does not or refuses to pay dues or fees

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owed within a reasonable period of time. The Union agrees to hold harmless and indemnify the company against any legal or equitable claim for liability including damages, any costs incurred, and attorneys' fees arising out of the Company's compliance with this Article.

## **Article 4. Management Rights**

**Section 1.** The Company reserves and retains, solely and exclusively, all of its Common Law rights to manage the business in compliance with its prime contract, and terms and conditions of this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the sole and exclusive rights of management shall include but are not limited to its right to determine prices of products and services, levels of service, volume of production, methods of financing; to drop a service or product line; to sell or lease the business or modify policies, practices or procedures; to determine and from time to time re-determine the number, location, relocation and types of its operation, and the methods, materials, equipment and facilities to be employed; to determine the number of hours per day or per week services or operations shall be carried on; to select and to determine the number and qualifications of persons to be employed or assigned specific jobs; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate consistent with employee manual or otherwise relieve employees from duty for lack of work; to determine the fact of lack of work; to make and enforce reasonable rules for the maintenance of discipline consistent with employee manual; to suspend, discharge or otherwise discipline employees and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the business. Such determination of lack of work shall be made by the Company, in its discretion; however, the Company shall communicate with the Union prior to laying off any employees and agrees to objectively determine whether non-productive man-hours exist and whether a reduction in staffing is necessary in order to maintain the efficiency of the Contract.

**Section 2.** The Company and Union agree there will be no restrictions on production and operational efficiency and all work shall be performed in a safe and healthful work manner consistent with OSHA guidelines. The Union will encourage and advise employees to exhaust every effort, ways and means to perform work of good quality, quantity, and safe execution.

**Section 3.** The Company shall be responsible for the selection of Lead personal, including the number required.

**Section 4.** The Company and the Union agree that the lead personnel shall be working leads

**Section 5.** Employees shall be at their place of work as designated by the Company at the starting time and shall remain at their place of work performing their assigned functions until quitting time. The Company agrees to furnish transportation during working hours if employees are required to move from one job site to another. However, this shall not preclude any requirements stated on an employee's position description.

**Section 6.** The Union recognizes that this is a Government contract and the company is obligated to comply with all directives and contract amendments and changes issued by the Client. Therefore, it shall not be a violation of this Agreement and not subject to the grievance and arbitration procedure herein for the company to take such action as is reasonably necessary to comply with a directive, contract amendment or change issued by the Client. The company will provide reasonable notice to the Union as practical of such directive, contract amendment or change issued by the Client and obtain confirmation from the International Union Representative that the action taken by the Company is reasonable in light of the client's directive, contract amendment or change such confirmation shall not be unreasonably withheld. This Section also applies to a directive by the Client to remove an employee from the site. In the event of such request, the company will request the Client put it in writing and will provide a copy to the Union. This provision is not intended to constitute a waiver of the Union's right to bargain over the effects of any such change.

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## Article 5. No Discrimination

**Section 1.** Neither the Employer nor the Union shall discriminate against any protected category under federal, state, or local law. or because any employee exercised his/her rights under any federal or state law. If an employee brings a claim in any other judicial or administrative forum alleging facts which could be in breach of this provision, the employee will not also be able to pursue such a claim under the grievance and arbitration procedure herein. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit.

## Article 6. Union Representation

**Section 1.** The Union shall make all steward appointments and there shall be one steward and one alternate steward for each scheduled shift and one if the Company, in its discretion, schedules more than one shift.

**Section 2.** The Union shall maintain and supply a complete written list of all authorized stewards to the Employer.

**Section 3.** The Employer agrees that in the event it plans to transfer a steward, from one work shift and/or (if applicable) shop to another for a period of more than 2 consecutive workdays, it will inform the Union one (1) calendar day prior to taking such action, except when emergency conditions or requirements preclude such advance notification.

**Section 4.** Upon prior notice of at least twenty-four (24) hours to the Project Manager, authorized representatives of the Sheet Metal Workers shall have access to Employer's establishment during working hours to deal with disputes, investigate working conditions and monitor adherence to the Agreement. Access shall be allowed only during working hours and union representatives desiring access must obtain all necessary clearances and follow all rules and procedures applicable to visitors.

**Section 5.** It is agreed upon and understood that Stewards shall be productive, contributing and working employees of the Employer subject to all the normal and usual rules and regulations of any other employee. However, the Stewards may take a reasonable time as needed, not to exceed 4 hours per pay period combined, during duty hours to carry out their bona fide authorized representational responsibilities to the employees in the unit. Such time shall not impact their job responsibilities or materially affect their job performance. Stewards shall track time on timesheet. If a Steward expends an unreasonable or unnecessary amount of time conducting Union business, or his conduct of Union business materially diminishes his productivity and/or job performance, he shall be subject to disciplinary action.

**Section 6.** When an employee is unable to address a grievance on off-duty status, he may utilize duty status time to meet with representatives of the Employer as necessary to pursue his grievance.

**Section 7.** Each Steward's activities will normally be within his assigned work area or activity. When it becomes necessary for a Steward to leave his work site on appropriate matters related to his representational duties, he will request permission, advise where he is going, how long he expects to be gone, and the general nature of his business. The Company may reschedule a Steward's leaving his work area for another time when reasonably necessary for legitimate business reasons.

**Section 8.** Chief Stewards and Stewards shall be paid at straight time for time lost from assigned company duties when conferring with management or investigating grievances during their standard work week. Chief Stewards and Stewards shall be given up to eight (8) hours pay annually for training in relation to administration of this Agreement.

**Section 9.** The Union will provide a glass-in lockable bulletin board and shall install it in a mutually agreed location. All postings will be handled by the Union. Bulletin boards shall be plainly marked as being for use of the Union. Bulletin boards shall be used for the sole purpose of posting notices. No notice shall be

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posted unless advance approval by the Project Manager. The Company may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material posted on bulletin boards. The Union assumes responsibility for complete compliance and in the event of violation; the Company may withdraw the privilege and may remove the same, at any time on one (1) week's written notice to the Union.

**Section 10.** The Union steward shall be allowed a reasonable amount of time at new employee orientation in order to complete all necessary membership paperwork.

## **Article 7. Joint Labor Management Consultation**

**Section 1.** In order to assure effective communication between the Union and the Company, there will be quarterly meetings held between a representative of the employee complement and a representative of the Company, not to exceed one hour in length. Such meetings may be conducted by telephone and will be scheduled by the Union with advance notice to the Company. If the parties agree that no items for discussion currently exist, then they may choose to skip a meeting. Both sides will submit agenda items one (1) week in advance.

## **Article 8. Grievance Procedure and Arbitration**

**Section 1.** All questions and disputes regarding the interpretation or application of this Agreement shall be governed under the following procedures. Where the parties mutually agree that the presentation of a single grievance would resolve other identical grievances, a single grievance will be presented and the resolution of that single grievance shall be applicable and binding on each of the other employees who have identical grievances.

**Step 1.** When any employee covered by this Agreement feels a violation of this Agreement has occurred, the employee, through the employee's Union Steward, within ten (10) working days (defined as Monday through Friday, excepting contractual holidays) after the alleged violation, shall give written notice to the employees' immediate supervisor stating the Section alleged to have been violated and provide a clear, specific description of the alleged violation and of the remedy sought. Failure to submit any dispute within ten (10) working days of the alleged violation renders the grievance null and void. The grievance shall be discussed between the aggrieved employee, the Union Steward, and the employees' immediate supervisor within twenty-four (24) working hours of notice. The company shall provide a written response to the grievance within 5 working days following the Step 1 meeting. If the dispute is not resolved, it may be referred to Step 2.

**Step 2.** The Union and employee may present a Step 2 grievance to the site Project Manager within ten (10) working days of receipt of the company response to the Step 1 grievance. The grievance must clearly present why the company is factually inaccurate or the difference of the interpretation of the Agreement between the Union and the Company. Failure to submit any dispute within ten (10) working days of the Step 1 written response shall constitute acceptance of the Step 1 response and render further grievance and arbitration null and void. The employee, Union Steward, Union Business Representative and the Project Manager (or his designee if unavailable) and other Company personnel deemed relevant by the company to the situation shall meet within 24 working hours of the receipt of the Step 2 grievance to further discuss new factual information or further address interpretation differences. Parties unable to physically attend may attend telephonically. The Company shall provide a written response to the Union within 5 working days of the Step 2 meeting.

**Step 3.** If resolution is not reached during the Step 2 process, the Union may provide a written Step 3 grievance to the Company Operations Manager within 5 working days of the Step 2 meeting. Failure to submit any dispute within ten (10) working days of the Step 2 written response shall

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constitute acceptance of the Step 2 response and render further grievance and arbitration null and void. The Company and the Union Business Representative shall schedule meeting (in person or telephonic) within ten (10) working days of receipt of the Step 3 grievance. The Company shall provide a written response to the Step 3 grievance within thirty (30) working days of the Step 3 meeting.

Step 4. The parties agree to mediate disputes for terminations and suspensions on a case-by-case basis prior to Arbitration. The rules and procedures for mediation as provided for by the Federal Mediation and Conciliation Service shall apply. If no settlement is reached at the mediation conference, the grievance may be scheduled for arbitration in accordance with the grievance procedure. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

**Section 2.** Any grievance not resolved in accordance with Section 1, the Union may refer the grievance to binding arbitration, provided notice is given to the other party within ten (10) Working days of receipt of the Step 3 answer. Failure to submit any dispute within ten (10) working days of the Step 3 written response shall constitute acceptance of the Step 3 response and render further grievance and arbitration null and void. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall alternately strike names from the list until only one name remains. This person shall be the arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

**Section 3.** The arbitrator shall have authority to resolve those issues raised by the Union under this procedure as specified in Section 1 but shall not have the authority to add to, detract from, alter or modify this Agreement. Any decision of the arbitrator shall be final and binding on the parties. The losing party shall pay all arbitrator costs and fees; provided that an arbitrator's ruling that accepts neither the Union's nor the Company's Step 3 position shall not be deemed a "loss" for either party and each party will be responsible for one-half of the arbitrator's costs and fees. The parties will bear their own respective costs of the arbitration.

**Section 4.** Following the timely submission of the matter to arbitration, the Union will submit a written request to the FMCS to provide a list of names of no less than seven (7) experienced arbitrators (if such request is not made at the time the matter is submitted by the Union for arbitration). Either party may request one time a new panel of arbitrators be provided. Within ten (10) full working days of receipt of said list, the Company and the Union will submit to the FMCS their ranking of the arbitrators. Once notified by the FMCS of the arbitrator selected, the hearing will be scheduled at a mutually agreeable place, date and time. The hearing will be conducted in accordance with the rules of the FMCS and the Federal Rules of Evidence. Hearsay testimony is not admissible. If a witness is not located in the geographic area of the hearing, such witness may testify by telephone. At the conclusion of the hearing, the parties may submit post-hearing written statements of their position and arguments within 30 calendar days (or within 30 calendar days of receipt of the transcript if one is requested.) The arbitrator shall issue a written decision containing findings of fact, conclusions of law and the relief granted, if any. The parties agree that the decision or award of the arbitrator will be final and binding upon them and the affected employees and that each will abide thereby, subject to the remedies available pursuant to New Mexico Uniform Arbitration Act. The authority of the arbitrator will be limited to determining questions directly involving the interpretation or application of this Agreement, and the arbitrator will have no authority to determine any other matter or substitute his or her judgment for the judgment of the Company. The arbitrator will have no authority to add to, subtract from, or to change any terms of this Agreement, or to change an existing wage rate. The cost of the arbitration will be borne by the losing party; however, in the event the arbitrator rules in favor of each party on one or more grounds for the underlying grievance, the fees and expenses shall be borne equally by the parties.

Unless mutually agreed by the parties, the arbitrator may hear only one grievance at a time. The parties may

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mutually agree to mediate any dispute prior to arbitration in accordance with the guidelines established by the Federal Mediation and Conciliation Service.

**Section 5.** The parties may extend the time limits in this Article by mutual agreement with such mutual agreement being in writing.

## **Article 9. Seniority**

**Section 1.** Seniority is defined as the employee's length of continuous service with the company or predecessor contractor(s) in a classification represented by the Union, commencing with his most recent date of hire into the bargaining unit. Employees having the same hire date shall have their seniority determined based upon hire date and the last four (4) digits of their Social Security number (highest number determining highest seniority).

**Section 2.** A break in seniority shall occur in the following events:

- A. If an employee quits.
- B. If an employee is discharged for cause.
- C. If an employee has two (2) or more unexcused consecutive absences.
- D. If an employee is laid off for more than one (1) year.

**Section 3.** The Employer shall supply the Union with an up-to-date seniority list on the effective date of this Agreement and a list of employees hired and terminated on a monthly basis upon request from the union.

**Section 4.** Every new employee hired by the Employer after the effective date of this Agreement shall undergo an introductory period of ninety (90) calendar days. During the introductory period, the Company or employee may end the employment relationship at any time. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this Agreement. Seniority shall accrue during the introductory period.

## **Article 10. Discipline, Discharge and Probation**

**Section 1.** The Company shall discipline employees for violations of company policies and procedures or for inadequate performance in accordance with this Article. The company agrees for the purposes of discipline to use violations less than five (5) years old.

**Section 2.** Employees must follow all workplace rules and perform all duties of their position. Failure to do so will result in disciplinary action. Discipline may be imposed by the Company for violation of Company rules or regulations, failure to follow a supervisor's directive, inadequate job performance, or for misconduct. The Company prefers to use progressive discipline. However, nothing in this Article requires the Company to use progressive discipline; and the Company may determine an appropriate level of discipline based upon the circumstances. Where progressive discipline is used, it may include the following:

- A. Verbal Warning/counseling session. This may take place in situations that are deemed by the Company to be less serious in nature. The supervisor may note the circumstances of the meeting and place the documentation of the verbal warning/counseling in the employee's personnel file.
- B. Written Warning. A written warning is a more formal discipline. It may describe the nature of the problem, when the problem first occurred, dates of any warnings/counseling previously given, the requirements for correcting the problem, a time period during which the employee is required to cure the performance deficiency or other Company concern, and the possible consequences for the

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employee if the conduct or problem persists. The supervisor may ask the employee to acknowledge receipt of the warning document; and if the employee refuses to sign the document acknowledging receipt thereof, the supervisor may note the employee's refusal. The document will be placed in the employee's personnel file.

- C. Suspension. Suspension with or without pay may be issued at the discretion of the Company when it deems performance or behavior sufficiently and/or numerous that a verbal or written warning is insufficient. used while an investigation is being completed and prior to disciplinary action. or as a disciplinary consequence. in the Company's discretion. A notice of suspension will be placed in the employee's personnel file.
- D. Demotion. An employee may be demoted to a position of lower classification within the bargaining unit and/lower pay for failure to adequately perform duties and/or for violation of Company rules or for misconduct. A notice of termination will be placed in the employee's personnel file.
- E. Termination. In some cases, employment be terminated immediately when the Company deems the performance problem or conduct of the employee sufficiently serious, after multiple performance problems and/or misconduct, or after prior progressive discipline has failed to resolve the Company's concerns.

**Section 3.** An employee may be suspended, with or without pay, while the Company investigates his performance or conduct. Such investigative suspension is not disciplinary. If it is without pay and no discipline resulting in loss of pay results from the matter investigated, the employee shall be reimbursed his regular wages for the period of investigative suspension. If it is without pay and discipline results that imposes a loss of pay less than the amount of investigative leave without pay, the employee shall be reimbursed the difference in pay.

**Section 4.** The Company agrees that all discipline shall be reduced to writing and a copy provided to the employee and the union.

**Section 5.** Employees who voluntarily resign will receive their wages on the next regular pay consistent with New Mexico State Law.

**Section 6.** Discharged/Terminated employees must surrender all keys, badges, and passes at the time of out processing. Discharged/Terminated employees will receive their pay in accordance with State Law or their next regular pay date whichever is soonest. A suspended employee may also be required to surrender such property for the period of his suspension. A demoted employee must surrender all such property that the Company deems unnecessary to the performance of his new job.

**Section 7.** All employees shall have the right to contest their disciplinary action(s), through the grievance procedure once they have completed their introductory period.

**Section 8.** All employees hired after the effective date of this agreement shall be on introductory period during the first ninety (90) calendar days following their most recent date of hire. Such introductory employees may be disciplined or discharged without recourse by the employee or the Union to the grievance and arbitration procedure of this Agreement.

**Section 9.** The parties agree to follow the ASRC Federal substance abuse policy and it is incorporated by reference.

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## **Article 11. Layoff and Recall**

**Section 1.** When it becomes necessary to lay-off employees or to recall employees from layoff, it will be the objective of the Company to make such layoff and recall in accordance with performance as the primary factor and seniority as the secondary factor by classification, always provided, however, that employees to be retained or recalled are capable and qualified to perform the available work. Employees will be recalled in reverse order.

**Section 2.** Excess employees will be reclassified, seniority permitting, to the classification immediately preceding his/her current classification covered by the agreement. If an employee does not have a prior held classification(s) he/she will be placed on layoff.

**Section 3.** An employee who becomes subjected to layoff will be notified at least five (5) working days in advance of the layoff or receive five (5) days' pay, or the balance of such days, in lieu of the notice. For purposes of notices the employer will rely on the accuracy of the information on file. When recalling employees the employer will notify both the employee and the appropriate Union office and request that the employee call within two (2) working days with their intent to report for work, employee shall then report for work as required by the Company but no sooner than one day after the employee calls. All employees shall be responsible for keeping the Company informed of their correct address and phone number(s) where he/she may be reached.

**Section 4.** If a reduction in force becomes necessary affecting bargaining unit work, the company shall first lay off temporary or part time bargaining unit employees and reduce subcontractor performance of work prior to regular full-time bargaining unit layoffs.

## **Article 12. Temporary Pay Adjustment**

**Section 1.** An employee who is temporarily required to perform all of the duties of a job classification within the bargaining unit carrying a rate of pay higher than his or her regular classification shall receive the rate of pay applicable to that classification for time worked in that classification. At the conclusion of the temporary upgrade, the employee will be returned to his/her original duties and his original rate of pay. If an employee is temporarily required to perform the duties of a classification carrying a lower rate of pay the employee shall continue to receive his/her regular rate of pay.

## **Article 13. Job Vacancies/Hiring of Employees**

**Section 1.** For vacancies within a classification covered by this Agreement interested employees are required to submit an application and current resume through the online application system by the internal closing date. Based on a review of qualifications; skills, knowledge, abilities, experience and educational background, matching the essential requirements and functions of the posted job, the interested employee will be considered for the position. As between internal applicants, the Company will give primary consideration to the applicant's performance and secondary consideration to seniority. The most qualified candidate (including any external candidates), as determined by the Company, will be hired for open positions.

**Section 2.** The Employer shall notify the Union within five (5) business days of hiring any new bargaining unit employees or of any vacancies in the bargaining unit.

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## Article 14. Leave of Absence

### Section 1. Personal Leave of Absence

- A. A personal leave of absence without pay for reasonable cause or for Union activities, may be granted for a period up to thirty (30) days, with written approval of the Program Manager at least fifteen (15) days in advance of such leave of absence, provided the employee's supervisor concurs that the employee can be spared from his/her regularly assigned job duties. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer. Leave of absence shall not cause a change in seniority date. However, there shall be no accrual of benefits, no holiday pay for any holiday that falls during the period of leave, and no payment of wages/fringe benefits. Employees on a personal LOA may continue their medical insurance at their expense.

### Section 2. Military Leave of Absence

- A. The Company complies with all the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") which mandates both job and benefit protections for workers who serve in the military. Under USERRA, an employee who has been absent from work due to service in the uniformed services has certain reemployment (or reinstatement) rights. Provided the employee's absence does not exceed applicable statutory limitations, the employee will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

### Section 3. Family and Medical Leave Act

- A. The Company provides Family and Medical Leave Act (FMLA) leave to eligible employees for qualifying situations.

### Section 4. Bereavement Leave

- A. Active employees who have completed their probationary period are eligible for bereavement leave. The Company will pay up to three (3) days at the employee's regular straight time rate of pay, for the hours they are regularly scheduled to work, up to a maximum of eight (8) hours per day, for funeral attendance and for taking care of affairs connected with the death of a parent, step-parent, guardian, spouse, son/daughter, stepchild, grandchild, siblings, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, or a member of his or her immediate family through adoption. Two (2) additional days of paid bereavement leave will be allowed where verified travel is required beyond 250 miles of Albuquerque NM. The Company may require verification of the death and the relation to the deceased prior to bereavement leave payment. Additional time off may be charged against an employee's vacation leave, or leave without pay, at the employees' option and supervisor's approval.
- B. The employee must notify his/her supervisor as soon as the employee is aware of the need for funeral leave. Management shall require documentation.

### Section 5. Jury Duty and Witness Duty Leave:

- A. A full-time employee who is absent from work due to required Jury Duty or a subpoena as a witness shall be compensated at his/her regular straight time rate of pay for hours lost up to a maximum of eight (8) hours per regular workday. Reimbursement for jury or witness duty leave shall not exceed five (5) workdays(40 hours) each calendar year unless otherwise required by applicable law. The company recognizes the state has a requirement to serve up to three (3) weeks of jury or witness duty.

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- B. To be eligible for jury duty reimbursement an employee must notify his or her manager and schedule Jury or Witness Duty Leave, in advance, presenting a copy of the summons along with the leave request. An employee who reports to the clerk or Magistrate for jury duty performance and is excused shall record hours as indicated by the court on their timesheet. Jury or witness duty leave will not be counted as hours worked in the calculation of overtime pay.
  - C. If an employee receives pay from the court system for serving, he or she shall remit such payment to the Company by endorsing the check from the summoning body to the Company and submitting it to Human Resources for processing.
  - D. Unless prohibited by law, an employee is not entitled to pay under this section in circumstances where the employee: (1) is called as a witness against the Company or its interests, (2) is called as a witness on his/her own behalf in an action in which he/she is a party, (3) voluntarily seeks to testify as a witness, or (4) is a witness on a case arising from or related to his/her outside employment or outside business activities.

**Section 6. Sick Leave.** The company will grant up to fifty-six (56) hours of paid sick leave to each employee the first pay week following January 1 of each year. Sick leave will not carry over from year to year or be paid out if unused. After two (2) consecutive days, the employer may request medical release to return work. Sick may be taken on a voluntary basis provided an employee notifies a supervisor within two (2) hour of start of shift. Employees hired after the first pay period of January 1 will be granted the prorated amount of sick leave.

## **Article 15. Vacation and Personal Time Off (PTO)**

**Section 1.** Employees covered by this agreement shall receive, for use, in accordance with this article, the following allotted vacation hours in accordance with their length of service as follows:

Three (3) weeks (120 Hours) paid vacation less than five (5) years of continuous service with the Company.

Four (4) weeks (160 Hours) paid vacation after five (5) years but less than ten (10) years of service with the Company.

Five (5) weeks (200 Hours) paid vacation after ten (10) years of continuous service with the Company.

**Section 2.** Vacation must be requested and scheduled in advance. The Company will approve the vacation as requested; based on operational requirements. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted. Vacation may be taken in one (1) hour increments.

**Section 3.** As used herein "leave year" means the period beginning with the first complete regular workweek, as designated by the Company, in the following calendar year. The Company shall pay out any unused vacation leave balance upon separation from employment. Vacation must be taken at a time agreeable to the Company. The Company's representative will schedule Vacation with employees under the representative's supervision as far in advance as practical. Scheduled Vacation will not be canceled except for good and sufficient reasons.

**Section 4.** Each June 1<sup>st</sup>, Employees will get their vacation allotment in an amount consistent with the employee's seniority date. The allotment will be given the first full pay period after June 1<sup>st</sup> of each year. The employee will be allowed to carry over eighty (80) hours as of June 1<sup>st</sup> of each year, not calendar year. By the end of May each year, employees will be paid out any unused vacation leave balance over eighty (80) hours. This will allow for the employees to carry over their vacation leave balance of eighty (80) hours and accrue their vacation allotment on June 1<sup>st</sup>, of each year.

**Section 5.** Newly hired employees shall receive a pro-rated vacation allotment on their hire date.

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**Section 6.** Employees with their anniversary dates after June 1st of any given year shall receive a prorated portion of the additional 40 hours of vacation granted at their 5th and 10th year anniversaries, with the proration applied in the June vacation allotment preceding their 5th and 10th service anniversaries.

## **Article 16. Job Injury**

The Company will follow the Workers Compensation Act of New Mexico.

## **Article 17. Overtime, Call-In, Stand-By and Lunch Break**

**Section 1.** Overtime shall be determined and assigned by the Company. Over each quarterly calendar period, overtime shall be distributed as equally as practicable among qualified employees in each section, operation or craft as determined by the Company. Employees shall work a reasonable amount of overtime upon request unless prevented from doing so by a justifiable excuse.

**Section 2.** Overtime shall be paid at the rate of one and one half (1-1/2) times the straight hourly rate. Overtime shall be defined as all work performed in excess of forty (40) hours in any work week.

**Section 3.** The Company recognizes that an important part of the Employees' personal obligations is their families. The Unions recognize that an important part of the Company's contractual obligations to the Kirtland Air Force Base involves the providing of emergency-type services. To perform these services the Company may maintain a Standby Duty List in those sections, operations of crafts for which the Company deems it necessary.

**Section 4.** The Company shall provide a cell phone during Stand-By time to have effective responses from employees.

- A. Call In: Call in pay will be provided to an employee who is called outside his/her normal scheduled hours to perform work for the company. Any employee responding to a call in shall be paid a premium of two (2) hours at 1.5 times base rate for accepting the first call, and two (2) straight time hours for the second call in. Call in charges shall be limited to two charges per night. All other hours worked shall be at 1.5 times base rate to address the issue. Only hours worked will count towards over time calculation. Travel time to and from the employee's residence is considered as time worked for compensation under this section.
- B. If an employee is called outside his/her normal scheduled hours and performs work via telephone/cell phone/computer and does not have to report to the site, then they shall be paid one (1) hour at their applicable regular rate of pay or for actual time worked, whichever is longer.
- C. Standby Pay: A company representative will schedule employee(s) for standby. Any employee designated to be on standby will be capable of performing the assigned work and will be scheduled on the basis of a rotational roster. An employee designated as being on standby shall be reachable by signal device and respond to the worksite within two (2) hours from the time called/notified. In the event that the use of a signal device is not possible, the employee on standby shall leave a telephone number where he/she can be reached by the Company and shall inform the Company of a phone number where he/she can be reached in the event of a change in location.

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Employees who are scheduled for “Standby” duty will be paid \$20.00 per day that they are actually in that status. Should an employee who is “on Standby” be unable to fulfill his/her obligation for any of those days, he/she will not be paid the “Standby” rate that day. Any employee, who fills in for a “Standby” employee, will receive the “Standby” pay rate for days actually in that status. A code will be placed on the time sheet, to designate each day worked in the “Standby” status.

**Section 4.** Employees will be given a forty-five (45) minute unpaid lunch period to start between the end of their third (3rd) and the beginning of their fifth (5th) hour of work. If an employee is directed to work through their lunch period they may, with management’s approval, go home forty-five minutes before their regular scheduled end of day.

**Section 5.** If an employee is directed to work by a supervisor an employee works beyond ten (10) continuous hours, not counting the regular lunch period, the employees shall be given thirty (30) minutes paid lunch period after the tenth (10th) continuous hour of work, and if directed to work by a supervisor the employee works beyond four (4) continuous hours thereafter, the employee shall be given thirty (30) minutes paid lunch period after each said fourth (4th) continuous hour of work.

Section 6: There shall be no pyramiding of overtime hours.

## Article 18. Holidays

**Section 1.** Eleven (11) paid holidays will be observed each year. A holiday schedule is published annually. The Federal holidays listed below will be observed as non-work days. Whenever such holidays fall on a Saturday or Sunday and the Employer does not normally operate on such days, the closest workday shall be deemed to be the holiday.

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

**Section 2.** Any employee who is absent, without an acceptable excuse, on the scheduled workday immediately preceding or immediately following a holiday will not be paid for the holiday.

**Section 3.** Employees directed to work by their supervisors will receive 8 hours holiday pay plus one and one-half (1 ½) times rate of pay for actual hours work.

**Section 4.** Regular part time employees who qualify will receive Holiday pay on a pro-rated basis.

**Section 5.** The Company agrees that any federal holiday or an administrative day of leave for Civil Service employees that is established during the term of this agreement by an act of Congress, or by proclamation of the President of the United States, shall be extended to the employees covered by this agreement, provided said holiday or day of leave is incorporated onto the Government contract.

**Section 6.** Holiday pay is calculated at straight time rate of pay for non-work hours.

## Article 19. Safety and Health Rules and Equipment

**Section 1.** The Company shall continue to make reasonable provisions for the safety and health of employees during their hours of employment.

**Section 2.** Employees shall take personal responsibility for their own safety by complying with all environmental, safety, and health rules established by the Company.

**Section 3.** All safety equipment required by the employee shall be provided by the Company. When required by the nature of the work, the Company will supply each new employee with one (1) pair of safety goggles, one (1) pair of safety glasses or safety prescription glasses when needed (safety prescription glasses will consist of but not be limited to photo gray, progressive lenses, bifocal or trifocal lenses), and one (1) pair of earplugs. At the time of hire, employees shall provide their own safety shoes or safety boots. Employees shall maintain all personal safety equipment in good repair and proper working order. All safety equipment damaged during working hours in the normal course of duty or when worn out, will be replaced by the Company provided the employee turns in the damaged or worn out item. Prescription safety glasses from a Company Preferred Provider shall be supplied as needed by prescription upon receipt for each employee required to wear safety glasses in the performance of their duties. Damage to safety glasses while in the performance of his/her duties, will be replaced at no cost to the employee(s).

**Section 4.** The Company shall reimburse up to \$150.00 annually for purchase of a new pair of ANSI compliant safety shoes or safety boots. The annual date of the boot allowance shall be the employee's anniversary date.

## **Article 20. Uniforms and Tools**

**Section 1.** The Company shall provide up to eleven (11) sets of uniforms to all employees in a clean and serviceable condition inclusive of cleaning services. The Company will provide all the tools. All uniforms and tools are considered company property.

**Section 2.** Winter jackets and bibs will be provided on an as needed basis.

## **Article 21. Site Safety / Security**

**Section 1.** Company and Union agree to adhere to security and safety regulations as may be adopted from time to time by law or regulation or by the Company.

## **Article 22. Subcontracting**

**Section 1.** The Company reserves the right to call upon other resources or subcontract work to independent contractors. The Employer will not contract out work which the members of the Union have historically performed unless required to augment the workforce on a short term, temporary basis. However, the company will first request a list of qualified candidates from the union to fill this need. The union will respond within forty-eight (48) hours or the company will exercise its rights.

## **Article 23. Job Classifications**

**Section 1.** When it becomes necessary to create or change a classification consistent with this bargaining unit the company will negotiate in good faith with the Union. The Company shall propose a rate of pay to the Union and if the Union agrees the parties shall execute a memorandum of agreement to Appendix A.

**Section 2.** In the event an agreement is not reached between the company and the Union within five (5) working days from the date of submission, the Company may place into effect the new or changed classification at the proposed rate of pay. The proposed rate of pay may be subject to the grievance procedure if the Union does not agree.

## **Article 24. Davis-Bacon**

**Section 1.** The Company and the Union recognize that work performed by employees covered by this Agreement may fall under either or the Service Contract Act or Davis-Bacon Act. When the work is Davis-Bacon work, the Company will pay the appropriate wage determination in effect for that contract period of performance.

## **Article 25. Licensing, Certifications and Training**

**Section 1.** If an employee is required to renew a current Federal, State or Local Government certification or license required by their position (excluding State driver's license), the employer shall pay applicable wages for class time not to exceed 16 hours a year. The employee shall present the request for the class to the supervisor and the employer shall pay the cost of the class if approved and upon submission of

documentation supporting successful completion of the training and award of the license or certification.

## **Article 26. Bargaining Unit Work**

**Section 1.** Supervisors may, as needed, perform any work assignment in the area of their supervision in emergency situations or short-term assignments wherein no employee in the Bargaining Unit is available who is capable of doing such work. Further, there shall be no restrictions on a member of supervision in the instruction or training of an employee or group of employees.

An emergency is defined as an unforeseen set of circumstances that require immediate action.

## **Article 27. No Strikes – No Lockouts**

**Section 1.** The union agrees that it shall not cause interruptions in, or impediments to, the Employer's operations nor shall there be any stoppages, strikes, sympathy strikes, or lockouts during the life of this Agreement arising out of disputes or grievances. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article 8. This agreement includes a strike, concerted slowdown, sit-down, stay in, walkout, stoppage of work, interference with work and illegal picketing of any of the Company's operations.

**Section 2.** The Union agrees that in the event of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of the employees of the Employer, or of the Union or official thereof, the Union and the Union's Stewards shall promptly undertake all reasonable and necessary actions to induce employees to return to their jobs and to process any dispute under Article 8. The obligation of the Union in regard to this Article shall be limited to the performance of its obligations expressed in this Article, and provided that the Union fully complies with those obligations, the Union officers and agents shall have no further liability during the term of this contract or thereafter, for any damage suffered by the Company arising from or out of any stoppage or strike. The Employer acknowledges that stewards are not authorized to act for the Union in connection with any strike, slowdown or other job action, or in connection with amending the terms of this Agreement. Any employee or employees who violate the terms of this Article shall be subject to immediate discharge by the Company.

## **Article 28. Union Payroll Deductions**

The Company agrees to honor check off cards, signed by individual employees, who authorize the Company to deduct from the employee's paycheck the dues and any other lawful fees and assessments as certified by the Union and voluntary contributions designated by the employee and remit the same to the Union. Union dues will be remitted to the duly authorized representative of the Union, together with an emailed list of the names of the employees from whose pay deductions were made, within a reasonable period of time. Once the funds are remitted to the Union, the Union has sole discretion and responsibility for their use and disposition. Check off card deduction authorization forms will be furnished by the Union in the form and content approved in advance by the Company. The Union agrees that in the event of any change in the Local's Union dues structure, it will notify the Company twenty days prior to the first (1st) pay period of the following month.

## Article 29. General Savings Clause

Should any provision or provisions of this Agreement or any applications thereof become unlawful by virtue of any applicable law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

## Article 30. Complete Agreement

**Section 1.** The parties incorporate by reference the provisions of Appendix A attached hereto.

**Section 2.** The Parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining arena and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the Parties for the term of this Agreement.

**Section 3.** Any additions, deletions, changes, amendments or waivers affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing. Any agreements, amendments or changes arrived at as a result of such discussions shall become effective upon being reduced to writing and signed by both parties and, where applicable, Air Force Contracting amendment to the prime contract.

## Article 31. Duration and Termination


This Agreement shall be effective June 1, 2025 and shall continue in full force and effect through midnight, May 31, 2028 and therefore automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail upon the other party at least sixty (60) calendar days prior to the expiration date of the agreement.


IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

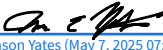
Dated this 5<sup>th</sup> day of May, 2025


**NetCentric Technology, LLC**

**SHEET METAL WORKERS  
LOCAL UNION NO. 49**

  
Kevin Smiley (May 6, 2025 15:30 AKDT) 05/06/2025  
Date  
Kevin Smiley  
SVP Infrastructure Operations Support

  
Isaiah Zemke (May 6, 2025 16:13 MDT) 05/06/2025  
Date  
Isaiah Zemke  
Business Manager

  
Jason Yates (May 7, 2025 07:37 MDT) 05/07/2025  
Date  
Jason Yates  
KEOS Site Manager

  
Melissa Longuil (May 7, 2025 07:52 MDT) 05/07/2025  
Date  
Melissa Longuil  
Director, Labor Relations

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## Article A-1. Wages

**Section 1.** The Company and the Union agree to the following position titles and wage rates for each. Wages for each position will be effective the first full pay period flowing the date indicated in the below table:

Title	Current	6/1/25	6/1/2026	6/1/2027
HVAC Technician Lead	\$42.11	\$46.29	\$48.37	\$49.82
HVAC Technician /Boiler Technician	\$40.09	\$42.29	\$44.20	\$45.52
Maintenance Trades Helper	\$26.04	\$27.47	\$28.71	\$29.57
Sheet Metal/Welder	\$35.32	\$37.26	\$38.94	\$40.11

## Article A-2. Health Care Allowance

**Section 1.** The Company will provide health and welfare (H&W) benefits to include medical, dental, vision, life, AD&D, and short-term disability for employees covered by this Agreement. The minimum, hourly amount that the Company will contribute towards H&W benefits will be based on the following table and will be effective the first full pay period following the date indicated:

Current	Effective 6/1/2025	Effective 6/1/2026	Effective 6/1/2027
\$5.15	\$5.15	\$5.15	\$5.15

The applicable H&W will be paid (less applicable taxes) on compensable hours up to 40 hours in a regular workweek.

**Section 2.** Benefit coverage selected by the Employee with costs that are not completely covered by the healthcare allowance will be deducted from the Employee's pay. Any amount of the healthcare allowance not used to purchase company provided benefits will be paid to the employee less applicable taxes and deductions.

**Section 3.** Employees may elect to waive benefits offered by the Company. Declination of benefits will only occur during the open enrollment period or in the event of a qualified life event.

**Section 4.** Upon election or as changed, employee(s) will be provided with access to an electronic summary of the Employer's Benefit Plan(s).

**Section 5.** Employees are allowed to participate in the Company 401(k) plan. Effective the first full pay period after January 1<sup>st</sup> of 2026, employee contributions to the plan will be matched 100% by the Company on the first 4% of base eligible annual earnings.

### **Article A-3. Referral Bonus**

**REFERRAL BONUS.** The Company's referral bonus policy will apply to employees covered by this agreement. The policy can be amended or terminated by the Company at any time at the Company's sole discretion. Any actions taken by the Company pursuant to this policy are not subject to the grievance procedure.












# KEOS SMART 49 CBA 6.1.25 - 5.31.28 FINAL


Final Audit Report

2025-05-07


Created:	2025-05-06
By:	Lan Chen (lchen@asrcfederal.com)
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