

**2021**

**LABOR AGREEMENT**

**COMMUNICATIONS WORKERS OF  
AMERICA**



**And**

**TUCKER TECHNOLOGY, INC.**

**ARTICLE 1  
PREAMBLE**

SECTION A This Contract is made and entered into between the Communications Workers of America and Tucker Technology, Inc.

SECTION B The term “Company” as hereinafter used shall mean Tucker Technology, Inc. The term “Union” as hereinafter used, shall mean the Communications Workers of America, AFL-CIO.

The term “Employee” as hereinafter used shall mean the person or persons performing work under the terms of this Agreement.

The term “Lessor” as hereinafter used shall mean the Company.

The term “Lessee” as hereinafter used, shall mean any corporation contracting for the services of Lessor’s employees.

**ARTICLE 2  
RECOGNITION**

SECTION A The Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment for all of its employees as one unit.

SECTION B All bargaining unit work will be performed by CWA represented employees.

**ARTICLE 3  
SECURITY**

SECTION A All employees covered by this Agreement shall, as a condition of employment, become and remain members or to the extent of entering period dues uniformly required of all members of the Union on or before the 30th day after being employed by the Employer.

SECTION B The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

SECTION C The Company shall forward to the Union copies of the union dues payroll deduction authorization and membership application for all new employees.

SECTION D Union Membership Dues and Deductions

1. The Company agrees to make deductions of Union membership dues of (one point three percent) 1.3% of base wages from the pay of any employee upon receipt of a payroll deduction authorization card, signed by such employee, and forward the full amount thus deducted to the Union.
2. The Company shall provide the Union, at least monthly, with an updated list of employees, and any changes in mailing addresses.
3. The Company shall remit all dues deductions to the National Union no later than the fifteenth (15th) day after the end of the preceding month during which deductions were made.

#### **SECTION E Union Orientation for New Employees**

- 1) The Company and the Union agree that the Union will have the opportunity to meet with newly hired employees as part of the orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of sixty (60) minutes. Time spent during the basic scheduled work period for each employee will be paid as time worked.
- 2) In addition, the Company also agrees to introduce employees transferring into a different work group to the local Union representative assigned to that area.

#### **ARTICLE 4 PROPERTY RIGHTS**

Except as required by the contract between the Union and the Company, the Company agrees not to use for its own purpose directly or indirectly or to disclose to others proprietary information obtained in conjunction with the company's relationship with the CWA including but not limited to Company data base information consisting of name, address, rates of pay, job title and skills.

#### **ARTICLE 5 RESPONSIBLE UNION-COMPANY RELATIONSHIP**

The Company and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

**ARTICLE 6  
COMMITMENT TO QUALITY**

The Company is committed to making customer satisfaction our first priority. To do this, we will strive to understand fully our customers' needs and expectations so we can meet or exceed them. To ensure our customers' total satisfaction, each employee will be provided the opportunity and has the individual commitment to participate in the improvement of our services. Such opportunities for involvement in this process will occur from daily applications of quality principles on the job starting with basic quality skills, tool and teamwork. We are all responsible to each other for assuring that we provide quality service to our customers and that we enhance our competitive position. All practices and procedures will support this policy. Our commitment to total quality and the improvement of customer satisfaction is not an end objective, but is a never-ending journey to ensure success. Customer loyalty is our greatest source of employment security.

**ARTICLE 7  
NON-DISCRIMINATION**

In a desire to restate their respective policies, neither the Company nor the Union shall discriminate against any employee covered by this Agreement because of such employee's race, color, creed, religion, citizenship status, sex, sexual orientation, gender identity and expression, age, marital status, pregnancy, national origin or because such employee is a qualified individual with a disability, a disabled veteran or veteran status or because of an employee's position or membership/non-membership in the Union or lawful activities concerning the Union, or any other personal characteristic that is protected by applicable law.

**ARTICLE 8  
HEALTH AND SAFETY**

No employee shall be required to work in an area that may be hazardous to his/her health or safety.

**ARTICLE 9  
AUTHORITY**

SECTION A The parties recognize that in the nature of the Company's business of supplying personnel to other business entities, its employees will be called upon to carry out work assignments on behalf of entities other than the Company and to accept assignments and directions from personnel not employed by the Company. The parties acknowledge that such arrangements are not intended to and do not create a joint employer relationship between the lessee, the Company and its employees. The parties further acknowledge that the terms of this agreement are not intended to, and do not, bind any lessee with which the Company may have a business relationship.

SECTION B Grievances related to matters arising under this contract shall be processed in accordance with the terms of Article 11.

**ARTICLE 10  
AUTHORIZED UNION REPRESENTATIVE**

The Union will notify the Company in writing of the authorized union representatives. The authorized Union representative shall accompany the company representative to a job site when the Union so requests.

**ARTICLE 11  
DISPUTE - GRIEVANCE AND ARBITRATION**

There shall be no strike or work stoppage except as may be provided herein, or lockout of employees during the term of this Agreement. Should either the Union or the Company believe that there has been a violation of any of the provisions of this Agreement, the parties shall meet at a mutually agreeable time and place in an effort to resolve the dispute.

There shall be a one step grievance procedure between the Local President or designee and Tucker Technology, Inc. A formal grievance will be issued to the company (Tucker Technology, Inc) within ninety (90) days following the occurrence of the action which gave cause to the grievance. Every effort shall be made by both parties to consider and settle grievances as soon as possible.

Local's statement of grievance will include:

- a. View of the facts and circumstances
- b. Demand for settlement

Company's statement of grievance:

- a. View of the facts and circumstances
- b. Management's position on the Union's demand.

A copy of the above statements shall be exchanged.

If the dispute is not voluntarily resolved, arbitration may be requested. The arbitrator shall be selected from a list provided by the American Arbitration Association. The arbitrator's decision shall be final and binding upon the parties. The Union and Company will bear equal costs for said arbitration. The arbitrator shall have no authority to alter, amend or modify any provisions of this Agreement.

**ARTICLE 12  
DISCIPLINE AND DISCHARGE**

The Company shall have the right to discipline and discharge employees only for just cause. Any change in the existing work rules will be negotiated with the Union. Such

disciplinary action may be the subject of a grievance under Article 11 of this Agreement.

**ARTICLE 13  
MANAGEMENT'S RIGHTS**

The Union recognizes that the Company and Lessee are responsible to direct the work required. The Company and Lessee shall, therefore, have no restriction except those specifically provided for in the Agreement, in planning, directing and controlling the operation of all work, in deciding the numbers of Employees to properly perform this work, in hiring and laying off employees, in transferring employees from job-to-job, in requiring all employees to observe the Company's and/or Lessee's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging or otherwise disciplining employees for proper cause.

**ARTICLE 14  
QUALIFICATIONS OF LESSEES**

The Company and Lessee will enjoin in a Business Agreement to decide the "Qualifications" of the Lessee.

**ARTICLE 15  
INTRODUCTORY PERIOD**

SECTION A All employees shall serve a thirty (30) day introductory period. The discipline or discharge of an introductory employee shall not be subject to the grievance and arbitration provisions of this Agreement. provided, however, such action is not inconsistent with or in violation of Local, County, State or Federal Law or regulations established to govern or protect worker's rights and/or employer's activities.

SECTION B The introductory period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a level of performance and to determine whether the position meets expectations.

SECTION C The Company shall use this period to evaluate employee capabilities, work habits, and overall performance.

**ARTICLE 16  
EMPLOYMENT NOT GUARANTEED**

No provision of this contract shall constitute a guarantee of employment or continuity of employment except as qualified by Article 12.

**ARTICLE 17**  
**LAWFUL PICKET LINE**

No employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

**ARTICLE 18**  
**WAGES**

Wages paid to employees shall be based on a flat dollar amount in accordance with Appendix 1 schedule, as applicable.

**ARTICLE 19**  
**TRAVEL AND LIVING EXPENSES**

It is recognized by the parties that certain lessee assignments and recruitment situations may warrant the payment of travel and living expenses to employees. The Company shall advise the union of such arrangements and the basis of the expense treatment authorized by the lessee. Travel and living expenses will be accordance with Appendix 3.

**ARTICLE 20**  
**HOURS OF WORK OVERTIME**

Hours of work and overtime, if any, shall be at Lessee's discretion based on the needs of their business, provided, however, such hours of work and overtime must be in accordance with Sections A through J of this Article.

SECTION A Article is intended to provide a basis for calculating hours of work and overtime and shall not be construed as a guarantee of work per week or per day.

SECTION B An employee shall be paid one and one-half (1 ½) times his straight time hourly rate for all hours worked in excess of forty (40) hours in one work week.

SECTION C The normal hours of work shall be eight (8) hours per day and (40) hours per week, consisting of five (5) eight (8) hour days. The normal work week shall be on a calendar week basis, through Saturday, and the normal weekly assignments will consist of five (5) eight (8) hour shifts which may be on any calendar day of the week as assigned by the Company. The Company will make reasonable efforts to schedule work days consecutively.

SECTION D An employee shall be paid one and one half (1 ½) times his straight time hourly rate for all hours worked on Sundays. Unless so requested by the employee, OR if his regular weekly shift includes Sunday.

SECTION E An employee who may be required to work on any of the holidays listed in Article 21 shall be paid at the rate of one and one-half (1½) times his hourly rate in addition to any accrued paid time the employee is eligible to draw.

SECTION F The Company may decide to establish a four (4) day schedule as a normal work week. Accordingly, the number of hours which constitute a normal five (5) day work week schedule will be scheduled in equal amounts over four (4) days.

SECTION G No provision of this contract shall constitute a guarantee that forty (40) hours of five (5) full tours of duty per week constitute either the minimum or maximum number of hours of work which may be required by the Company of any employee. The number of hours to be worked is governed by work loads, service requirements and law.

SECTION H There shall be no pyramiding of overtime as a result of other clauses in this contract.

SECTION I Overtime is defined as hours worked in excess of forty (40) hours in any week. Except in weeks containing Lessee approved holidays or shutdowns when overtime will be defined as work performed in excess of eight (8) hours per day times the available work days' in the week.

SECTION J 1) A night shift shall be a period of work in which all or any part of the employee's scheduled daily tour falls between the hours of 6:00 P.M. and 6:00 A.M. The scheduled starting and stopping time for the night tour shall be determined by the Company after consideration of such factors as job requirements and transportation facilities.

2) An employee on night shift shall be paid a night work bonus of five percent (5%) of the Employee's hourly rate for all time worked between 3:00 P.M. and 8:00 A.M. on such shift.

## **ARTICLE 21 HOLIDAYS**

SECTION 1. The following shall be recognized as holidays covered by this Agreement

New Year's Day  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
1 Floating Holiday



## SECTION 2. Holiday Observance

- (a) When an authorized holiday falls on Sunday, the following day shall be observed as a holiday.
- (b) When, during the period of this contract, an authorized holiday falls on Saturday, the Company shall designate any one of the following as the day to be observed as such holiday:
  - (1) The Saturday on which the calendar holiday falls, or
  - (2) The workday, within the Employee's Scheduled Weekly Tour which immediately precedes the calendar holiday, or
  - (3) The workday, within the Employee's Scheduled Weekly Tour, which immediately follows the calendar holiday.
- (c) Compensation
  - (1) Employees must have worked 90 days in the preceding 12-month period before being eligible for a paid holiday.
  - (2) Provided an employee receives pay from the company for all or part of either the day preceding or the day following a holiday he/she will be compensated eight (8) hours at the employee's rate plus applicable night work bonus.

## **ARTICLE 22 PAYMENT OF TIME WORKED**

SECTION A Payment of time worked shall be bi-weekly for hours worked.

SECTION B Method of payment shall be by bank guaranteed payroll check. Checks will be available by the following options:

- Paycheck can be mailed via regular mail to location of employee's choice.
- Paychecks may be deposited via direct deposit plan to bank or savings institution of employee's choice.

## **ARTICLE 23 SENIORITY**

SECTION A Seniority shall be defined as cumulative service with the employer except that seniority shall not be broken by lay-off or approved absence of less than thirty (30) calendar days.

SECTION B Lay-off due to lack of work shall be by seniority with the least senior laid off first and the most senior last. A less senior employee may be retained by the Company if his/her skills are necessary to perform the remaining work and more senior employees do not have the necessary skill and/or ability.

**ARTICLE 24**  
**PAID BENEFITS – ALLOCATION OF FUNDS**

SECTION A The Company will contribute, for each actual hour worked, the applicable sum available for designation by the employee to the Savings and Retirement fund. The Company contribution will be fifty cents (\$0.50) per hour contributed to the CWA Savings and Retirement Trust Fund. In addition, the Company agrees to withhold 401K deductions if so elected by an employee. All payments are due monthly, no later than the tenth (10th) day of each month for all hours worked during the previous month.

SECTION B Minimum company benefit contributions will be adjusted from time-to-time as required by associated fund or plan increases or as agreed upon between the Company and Union.

SECTION C The Company agrees to execute all necessary adopting Employer and/or Joinder Agreements required to provide union benefit plans established for its member participation in conjunction with the company's benefit contributions.

**ARTICLE 25**  
**HEALTH AND WELFARE**

SECTION A Employees can elect to receive a monthly reimbursement, after sixty (60) days of continuous service, to offset healthcare premium expenses by electing either:

- 1) The Company will pay a \$300 monthly reimbursement for health insurance premiums for employees, as a health and welfare benefit, via a Health Reimbursement Arrangement if proof of insurance coverage is submitted or;
- 2) If employees elect Company – sponsored Benefit Plans the \$300 monthly premium offset will be applied through payroll deduction.

SECTION B If an employee does not elect the Healthcare Reimbursement outlined above they will receive wages in accordance with Appendix 1 – Wages without Healthcare Reimbursement.

**ARTICLE 26**  
**CONTRACTING WORK**

SECTION A There shall be no contracting or subcontracting of bargaining unit work unless mutually agreed to by the Company and the Union.

SECTION B The subletting, assigning, or transfer by the Company of any work defined as bargaining unit work to any person, firm, corporation, or subsidiary corporation of the Company not recognizing the Union as the collective bargaining representative of the Company's employees will be a breach of this Agreement.

**ARTICLE 27**  
**WAGES AND NEW JOB TITLES**

SECTION A General Wage Information

Wage rates for job titles and wage schedules are contained in Appendix 1 of this Agreement. Such wage schedules shall apply in individual geographic locations as indicated in the referenced Appendix 1, and are for a basic work week and are exclusive of differentials, and Travel Allowances.

1 Starting Rates

- (a) If business conditions require, or when employee's qualifications (in the judgment of the Company) justify starting rates higher than the minimum, such higher rates may be granted. Such starting rates will be granted based on the Company's non-management employee starting wage policy which following prescribed guidelines includes wage credit for job related work or military experience, job-related training or job-related skills, licenses or certificates. In no case shall an employee be paid less than the starting rate on the wage schedule applicable to the employee's title.
- (b) Whenever the Company hires regular employees at above the start rate due to employment market conditions, incumbent employees who are at lower Standard Rates in the same organization and same title and work location shall have their Standard Rate and equivalent service date (wage progression clock) adjusted to that of the new hire effective as of the new hire start date.

SECTION B General Wage Increases

Effective January 1, 2022 wages will increase by 3%  
Effective January 1, 2023 wages will increase by 3.0%  
Effective January 1, 2024 wages will increase by 2.5%

SECTION C New Job Titles

- 1 Whenever the Company determines it appropriate to create a new job title in the bargaining unit, or to restructure or redefine an existing one, it shall provide advance notice of that action to the Union. Such notice shall include the job title, a job description of the duties for such job title, and the initial Standard Rates and wage schedule for such job title. The Company may proceed to staff such job title after thirty (30) days from such notice.

- 2 Within thirty (30) days from receipt of such notice, the Union may initiate negotiations concerning the initial Standard Rates or wage schedules which the Company has established for the new or restructured job title.
- 3 If negotiations are not so initiated, the initial Standard Rates and wage schedules set by the Company shall remain in effect.

**ARTICLE 28  
EMPLOYER-EMPLOYEE INFORMATION**

SECTION A The Company shall furnish the Union, on a monthly basis, a report containing the following employee changes and the applicable information regarding such changes, as stated below:

1. Name, Social Security number, type of change, and effective date of such change for all employees hired and terminated.

SECTION B The Company shall also furnish the Union with the following information:

1. Each month, a list of employees for whom Union dues deductions have been made during the preceding calendar month, showing: Social Security number, name, and amount of Union dues deduction.
2. Each month, a list of employees who have revoked authorizations for deduction of Union dues in the preceding calendar month, showing: Social Security number, name, and date of receipt by the Company of such revocation.
3. Each month following the effective date of this Contract, a list of employees on the payroll showing: payroll number, name, Social Security number, and Lessee company.

**ARTICLE 29  
RESPONSIBILITY OF MANAGEMENT**

The Company agrees that it is responsible to maintain an adequate cash reserve in order to meet its payroll obligation to its employees. The Company further agrees that in the event of bankruptcy, default, or any other financial distress, that its employees will be paid prior to any other who may demand payment. The Company also agrees to maintain bonding and insurance for the protection of its employees.

**ARTICLE 30  
SUCCESSORSHIP**

This Agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered

by this Agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this Agreement.

**ARTICLE 31  
FEDERAL AND STATE LAWS**

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulation, or any order, determination or ruling or regulation of a federal or state administrative agency or court, the Company shall notify the Union in writing. Negotiations shall then take place if requested by the Union. In the event of such negotiations, the changes proposed by the Company shall not be implemented until (a) agreement is reached, or (b) the Company determines that timely changes are necessary for the safe and efficient operation of the business.

**ARTICLE 32  
NON-COMPETITION**

Employees employed under the terms of this Agreement shall not bid or contract for any Work covered under the terms of this Agreement.

**ARTICLE 33  
TERM OF THE CONTRACT**

This agreement shall continue in full force and effect from the date of the signing of the of the agreement by all parties through 11:59 p.m. November 30, 2024.

**MEMORANDUM OF AGREEMENT**

This will confirm our understanding wherein the parties have agreed that the terms of the Collective Bargaining Agreement between the Communications Workers of America, Telecommunications and Technologies and Tucker Technology, Inc. dated November 17, 2021. Shall have application solely and exclusively to Tucker Technology, Inc. employees assigned to Lessee arrangement as agreed to by the Parties.

Agreed:

**Ken Saether**

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Ken Saether, Assistant to the Vice President  
Communications Workers of America

Agreed:

**Conchita Tucker**

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Conchita Tucker, President  
Tucker Technology, Inc.

**Mary Jo Reilly**

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Mary Jo Reilly, Staff Representative  
Communications Workers of America

## Appendix 1

### Wage Schedule

Title	Responsibilities	Wage	Wage Increase	Effective Date
OSP Utility Locator	Locate, identify, and mark underground utilities before construction or other projects in an area. research the history of utility in the areas, document any irregularities, enforce utility separation requirements, and provide customer support for contractors and homeowners. Provide administrative support to document all	\$22.57		6/22/2020
		\$23.25	3.00%	1/1/2022
		\$23.94	3.00%	1/1/2023
		\$24.54	2.50%	1/1/2024
Network Technician	Set up, maintain, and repair cables, networks, telephone routing, and other IT equipment, switch systems, and toll and trunk services inside central office	\$23.00		1/1/2021
		\$23.69	3.00%	1/1/2022
		\$24.40	3.00%	1/1/2023
		\$25.01	2.50%	1/1/2024
Data Center Tech	Triage network and mobile devices. Setup and image new servers, Linux boxes, and other IT infrastructure devices. Troubleshoot broken devices and connectivity issues. Vendor management by resolving requests and tracking and reporting all work. Phone sled buildout and phone deployment. Help monitor and maintain datacenter equipment inventory	\$25.00		1/1/2021
		\$25.75	3.00%	1/1/2022
		\$26.52	3.00%	1/1/2023
		\$27.19	2.50%	1/1/2024

## **Appendix 2**

### **Training**

Training will be offered by the Company to employees by seniority.



**Motor Vehicle Policy, Travel and Living Expenses**

SECTION 1. Motor Vehicles

Employees will have the option of one of the following. However, should the mileage costs surpass the cost of a company provided vehicle, the Company may require the use of a Company provided vehicle.

(a) Vehicle Allowance

Employees receive a vehicle allowance in the amount of \$500.00 a month. Employees must list the vehicle allowance on an expense report for month reimbursement. Employees must also submit a mileage log for fuel reimbursement for fuel cost at a rate of \$0.19 per miles up to a maximum of 500 miles per week. Mileage log is required for fuel reimbursement. (Only available for full time employees.)

(b) Mileage Reimbursement

Automobile Expense will be reimbursed at the IRS allowable mileage rate up to a maximum of 500 miles per week for the use the employee's personal vehicle in connection with the movement between job assignments, special trips, etc. as authorized by Tucker Technology, Inc. management. A mileage log is required.

(c) Company provided vehicle

Employees will be provided with a maintenance card and a gas card.

SECTION 2. Reimbursement for Airfare, Rental Cars, and materials

(a) Airfare, Rental Cars, and materials purchased will be reimbursed upon submission a valid receipt. Tucker Technologies management must approve all expenses prior to incurring the charge.

(b) In the event the employee's home is their base location and assignments are made from that location, mileage will be paid for travel above a reasonable commute from the employee's home to the first work assignment. In the event the "Lessor" chooses to assign a different base location from which assignments are made, the employee shall be paid personal vehicle usage reimbursement from that location.

### SECTION 3. Distant travel reimbursements

*Trip to work location and return at job completion.*

- Per Diem charges will be paid for lodging and meals at the rate of \$105.00 per day.
- Per Diem charges for meals only will be paid at \$45.00 per day.
- Mileage Reimbursement at the IRS allowable per mile for travel to distant work location in employee's personal vehicle/or equivalent coach airfare

### SECTION 4. Air travel

1. Reasonable coach fare as incurred.

**Announcement of Job Openings**

All new positions will be offered by seniority to regular employees first before Company announces position to all qualified applicants.

**Vacation**

Regular, full-time employees accrue paid vacation days on a yearly basis according to the following schedule:

- Regular employees with 1 or more years of continuous service:  
5 days per year
- Regular employees with over three (3) or more years of continuous service:  
10 days per year
- Regular employees with over ten (10) years of continuous service:  
15 days per year

**Employee/Candidate Referral Award**

Employees are encouraged to make referrals of candidates.

SECTION 1. Once a referral is hired and completes 60 calendar days of service, the employee designated as the nominee will receive either:

1. A cash bonus in the amount of \$100
- OR
2. A Visa/MasterCard/American Express gift card in the amount of \$100

SECTION 2. Rules/Eligibility is defined below:

1. The hiring of a referred employee must occur within 180 days (six months) of the initial referral date.
2. The referral must represent the candidate's first contact with Tucker Technology. Employees who have worked with Tucker Technology within the last 2 calendar years are not eligible candidates for a referral award.
3. The referring employee must agree to have his/her name used for introduction.
4. The first employee to refer a candidate will be the only referring employee eligible for payment.
5. Only candidates who meet the essential qualifications for the position will be considered.
6. All candidates will be evaluated for employment consistent with Tucker Technology policies and procedures.
7. All information regarding the hiring decision will remain strictly confidential.
8. Any disputes or interpretation of the program will be handled through Human Resources.
9. All referral bonus payments will be paid within 30 days after the referred employee's 60<sup>th</sup> day of employment at Tucker Technology.

## Appendix 7

### LETTER OF AGREEMENT DRUG TESTING

This will confirm our agreement concerning drug testing of employees pursuant to current regulations of the Department of Defense (DOD) and Department of Transportation (DOT) and any current or future customer or bona fide business requirements that may apply.

The Company shall inform the Union when it becomes aware of any such requirement. The Company and the Union recognize that, during the life of the agreement, certain of the Company's employees will be or may become subject to such laws, regulations or requirements that address drug testing. The Company and the Union agree that drug testing including, but not limited to, random drug testing, of bargaining unit employees may be conducted as required by law, government regulation or customer requirement.

The Company and the Union further recognize that current DOD and DOT regulations, as well as customer requirements, do not require the imposition of sanctions or disciplinary action against any employee to be found to be using drugs illegally. Accordingly, the Company further agrees that it will take no adverse action, against such an employee, based solely on test results, as a first direct and immediate result of information obtained in a test applied under DOD or DOT regulation or as a result of a customer requirement, other than to transfer the employee from a position that is subject to the regulations or requirements to a position that is not subject to DOT or DOD regulations or customer requirement, if such position is readily available, and recommend that the employee begin an appropriate treatment program. An employee that subsequently tests positive will be subject to appropriate discipline up to and including termination.

The Company and Union agree that the use, possession, sale, purchase, or distribution of illegal drugs is prohibited on Company premises, in Company vehicles, customer locations or anywhere else while conducting business on behalf of the Company. In addition, medically prescribed drugs may be used only as directed by the employee's physician, and then only to the extent they do not impair the employee's ability to perform the duties of their job.

Signature:   
Mary Jo Reilly (Nov 17, 2021 17:58 EST)

Email: msherman@cwa-union.org

Signature: 

Email: wconnolly@cwa-union.org

Signature: 

Email: conchita@tuckertech.com