

AGREEMENT

BETWEEN

SEA-3, LLC

AND

LOCAL #1837

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

July 1, 2022

Thru

June 30, 2024

TABLE OF CONTENTS

		<u>Page</u>
	PREAMBLE	1
ARTICLE I	RECOGNITION	2
ARTICLE II	MANAGEMENT RIGHTS	3
ARTICLE III	ADMINISTRATION	4
	3.1 Probationary Period	4
	3.2 Seniority	4
	3.3 New Employees - Notification	4
	3.4 Facility Stewards	4
	3.5 Union Activity	4
	3.6 Union Facility	5
ARTICLE IV	GRIEVANCE AND ARBITRATION PROCEDURE	6 - 8
ARTICLE V	PROMOTIONS	9
	5.1 Policy	9
	5.2 Trial Period	9
ARTICLE VI	STRIKES AND LOCKOUTS	10
ARTICLE VII	WORK JURISDICTION	11
	7.1 Job Description	11
ARTICLE VIII	SENIORITY	12
	8.1 Loss of Seniority	12
	8.2 Accrual and Retention of Seniority	12

TABLE OF CONTENTS

(Continued)

		<u>Page</u>
ARTICLE IX	HOURS, OVERTIME, AND WAGES	13
	9.1 Standard Work Week	13
	9.2 Scheduling	13
	9.3 Overtime	13
	9.4 Change of Shift	14
	9.5 Computing Overtime Hours	14
	9.6 Division of Overtime	14
	9.7 Vessel Notification	14
	9.8 Injury Pay	15
	9.9 Wages	15
ARTICLE X	HOLIDAYS	16
	10.1 Designated Holidays	16
	10.2 Holiday on a Day Off	16
	10.3 Holiday Eligibility	17
ARTICLE XI	VACATIONS	18
	11.1 Vacation Accrual	18 - 19
	11.2 Vacation Period	19 - 20
ARTICLE XII	OTHER CONDITIONS OF EMPLOYMENT	21
	12.1 Layoffs	21
	12.2 Recall	21
	12.3 Military Leave of Absence	21
	12.4 Jury Duty	21
	12.5 Absences	22
	12.6 Personal Leave	22
	12.7 Illness in Immediate Family	23
	12.8 Bereavement	23
	12.9 Pay Days	23
	12.10 Union Dues	23

TABLE OF CONTENTS

(Continued)

		<u>Page</u>
	12.11 Educational Assistance	23
	12.12 Alcohol and Substance Abuse Policy	24
	12.13 Insurance	24
	12.14 Short Term Disability	24
	12.15 NEAP Plan	24
	12.16 Uniforms	24
	12.17 Boot Allowance	24
ARTICLE XIII	MISCELLANEOUS	25
	13.1 Complete Agreement and Waiver	25
	13.2 Severability	25
ARTICLE XIV	DURATION AND RENEWAL	26
Appendix A	Authorization for Union Membership and Payment of Dues	27
Appendix B	Schedule of Benefits	28
Appendix C	Base Rate Wage Schedule	29

PREAMBLE

THIS AGREEMENT is made and entered into this First day of July 2022, by and between Sea-3, LLC, of Newington, New Hampshire (hereinafter referred to as the "Company") and Local Union No. 1837 Utility/Broadcasting of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties by this Agreement to promote industrial peace and the best interest of the Company and its employees on whose behalf this Agreement is entered into and to maintain and improve the industrial and economic relations between the Company and the Union; and

WHEREAS, the undersigned, signing on behalf of the Company, represents and warrants that he/she has the authority to sign this Agreement and to bind the Company thereby; and

WHEREAS, the Union and the undersigned, signing on behalf of the Union, represent and warrant that they have the authority to sign this Agreement and to bind the Union, its members, and all employees covered by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent in accordance with the National Labor Relations Act, as amended, and the Union agrees that it is the sole and exclusive bargaining agent for all operators, mechanics, and utility men; but excluding all office employees, clerical employees, Operations Manager, Terminal Manager, Assistant Terminal Manager, Maintenance Supervisor, Assistant Maintenance Supervisor, Mechanical Supervisor, Office Supervisor, professional employees, guards, and supervisors as defined in the Act. The above-described group of employees is hereinafter referred to as "Employees."

ARTICLE II

MANAGEMENT RIGHTS

The Union recognizes the right of the Company to operate and manage the Company. Without limiting the generality of the foregoing, the Company reserves to itself, subject only to the express terms of this Agreement, the management of the Company, the right to require reasonable standards of performance and the maintenance of discipline, order, and efficiency, the determination of operational policies and business procedures, the right to hire, discharge, suspend, demote, or otherwise discipline employees for just cause, the right to require reasonable overtime work, and the right to promulgate and enforce all reasonable rules relating to operations, safety measures, and other matters, provided, however, that in the exercise of the foregoing rights of management, the Company agrees that it will not violate the specific provisions of the Agreement.

ARTICLE III

ADMINISTRATION

SECTION 3.1. PROBATIONARY PERIOD. A new employee or an employee hired after a break in service shall be considered a probationary employee for the first 180 continuous calendar days of employment, during which he/she shall not have seniority or seniority rights and may be laid off, disciplined, discharged, or otherwise terminated at the sole discretion of the Company, and such action shall not be subject to the grievance and arbitration provisions of this Agreement. An employee terminated during his/her probationary period shall not receive any vacation pay whatsoever. Upon the successful completion of the probationary period by an employee, he/she shall then acquire seniority, which shall date back to his/her most recent date of hire.

SECTION 3.2. SENIORITY. Seniority, as used in this Agreement, shall mean length of continuous service within the bargaining unit from last date of hire.

SECTION 3.3. NEW EMPLOYEES NOTIFICATION. The Company agrees to notify the Union within fifteen days after a new employee is hired.

SECTION 3.4. FACILITY STEWARDS. The Union shall provide the Company with a list of stewards and prior to appointing a new steward; the Company shall be notified by the Union in writing.

SECTION 3.5. UNION ACTIVITY. The Union agrees that neither the Union nor any of its members will conduct Union activities on Company premises or on Company time other than that of handling grievances of a reasonable nature, the collection of dues, or the selection of the steward(s) in the manner and to the extent provided. It is understood from the foregoing clause that elections of officers and of committees will not be allowed on Company premises. The business manager of the local Union and/or an authorized officer of the International Office of the Union may be permitted to visit the terminal on official union business upon making such request to the Terminal Operations Manager.

SECTION 3.6. UNION FACILITY. All employees covered by the terms of this Agreement shall be required to become and remain members of the union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 4.1. The parties recognize that the day to day problems affecting employees shall normally be adjusted informally between the employee, the steward and/or their immediate supervisor. In the event a complaint or dispute between an employee or group of employees and the Company cannot be settled as aforesaid, said complaint or dispute shall be deemed a grievance and shall be settled according to the following procedure:

SECTION 4.2. (Step 1) The aggrieved employee and his/her steward will discuss the matter with the employee's supervisor who shall give his/her reply no later than the same time on the next scheduled workday when the aggrieved employee and steward are present.

SECTION 4.3. (Step 2) If the reply is not acceptable to the employee, the steward and the employee shall prepare a written grievance citing the complaint or dispute.

SECTION 4.4. (Step 3) The written grievance shall be presented to said supervisor no later than the same time on the fifth scheduled workday that the aggrieved employee and steward are present.

SECTION 4.5. (Step 4) If the complaint or dispute cannot be adjusted satisfactorily within five (5) scheduled workdays (Monday – Friday 0800-1600) by the supervisor and the steward, the written grievance will be referred within five (5) working days to the Business Manager or his/her designee who will attempt to resolve the grievance with the Vice President Operations or his/her designee.

SECTION 4.6. (Step 5) If the Business Manager and Vice President Operations fail to reach agreement within five (5) workdays, the complaint shall be submitted within five (5) workdays for resolution to a meeting composed of representatives of the Company and representatives of the Union.

SECTION 4.7. (Step 6) If the parties fail to reach agreement within one (1) week, the matter, subject to the following, may be submitted by either party to binding arbitration within ten (10) working days. These time limits may be extended at any step by mutual agreement.

SECTION 4.8. Grievances arising out of the same circumstances shall be subject to a single arbitration proceeding, and grievances arising out of separate circumstances shall be decided by separate arbitration proceedings.

SECTION 4.9. To be arbitral, the matter must be a controversy between the parties over the interpretation or application of the terms of this Agreement.

SECTION 4.10. To be arbitral, the matter must have been presented at Step 1 (or at step 4 when using Section 4.14) of the grievance procedure within five (5) days after the employee involved, or a steward or the Business Manager first knew, or should have known, of the event which gave rise to the grievance, whichever first occurred.

SECTION 4.11. Arbitration shall be secured through AAA (American Arbitration Association), and the proceedings conducted within the rules of said association.

SECTION 4.12. The arbitrator shall have no power to modify, add to, or amend the terms of this Agreement. The decision of the arbitrator, if within the scope of his/her authority, shall be binding on both parties and any employee or employees involved, and both parties shall share the costs of arbitration equally.

SECTION 4.13. Disputes involving the discharge of any employee shall be heard in advance of and in preference to all other pending disputes. Such grievances shall be submitted to the Vice President Operations within five (5) working days after the discharge, and unless so submitted, shall not be subject to the grievance procedure or arbitration.

SECTION 4.14. Grievances, complaints, or disputes of a general nature claimed by either the Union or the Company may be initiated at Step (4). It is agreed by both parties that in the event said grievances, complaints, or disputes cannot be resolved in accordance with Steps (4) and (5), said grievance, complaint, or dispute shall be submitted in accordance with Step (6) and Sections 4.8 - 4.13 of this Article.

ARTICLE V

PROMOTIONS

SECTION 5.1. POLICY. It shall be the Company's policy, whenever practicable to promote employees to higher-rated jobs in the bargaining unit prior to hiring new employees.

(a) When a vacancy occurs in a higher job classification, within the bargaining unit, the senior employee who possesses the ability, skills, and competence to perform the job, as determined by the Company, will be selected. Where, in the judgment of the Company, the qualifications of more than one applicant-employee are equal, the senior employee will be offered the job. In the event that the Company determines that no qualified candidates are available in the bargaining unit, the Company may fill the job by hiring a new employee.

SECTION 5.2. TRIAL PERIOD. Any employee selected for promotion shall be on a sixty (60) working-day trial period. In the event of unsatisfactory job performance during said trial period, the employee may, at any time, be returned to his/her former job. The employee may also make this election during the trial period. The Company may then select any candidate from the bargaining unit or fill the job opening through new hire.

ARTICLE VI

STRIKES AND LOCKOUTS

The Union agrees that it will not condone, cause, or sanction a strike (including a sympathy strike), stay-in, work curtailment, work stoppage, or picketing; and the Company agrees that it will not engage in a lockout because of any disputes over matters relating to this Agreement. The Union further agrees that it will take prompt action to require any or all employees engaged in a strike (including a sympathy strike), stay-in, work curtailment, work stoppage, or picketing in violation of the Agreement to cease such activity and return to work. Both the company and union reserve the right to go to court to seek injunctive relief under the Boy's market and reverse Boy's Market line of cases.

ARTICLE VII

WORK JURISDICTION

Work performed by non-unit personnel because of instruction, training, experimentation, production exigencies or emergency situations, which do not unreasonably deny work opportunities to unit personnel, shall be permitted. It is not the intention of the Company to require or permit non-unit personnel to do work normally performed by unit personnel except in the above situations.

Excluded from the restrictions of this Article are the positions of maintenance supervisor and assistant maintenance supervisor.

SECTION 7.1. JOB DESCRIPTION. Refer to the current job descriptions publication for information on the duties and responsibilities of each job within the terminal. The Union has the right to obtain all job descriptions and data for bargaining unit positions.

ARTICLE VIII

SENIORITY

SECTION 8.1. LOSS OF SENIORITY. Seniority shall be considered lost when an employee:

- (1) Resigns or is discharged for cause; or
- (2) Is laid off and fails to comply with a notice of recall which shall be delivered by registered mail and email to the employee's last recorded address and email address on the Company's records. Compliance by the employee with such notice shall be deemed met if:
 - (a) He/she advises the Terminal Operations Manager in writing within two [2] working days of receipt of notice that he/she will report to work within an additional five [5] working days and does so; or
 - (b) He/she submits a reasonable excuse for his/her failure to comply.
- (3) In the event an employee is laid off due to curtailment or lack of work, he/she will retain seniority accrued to the date of layoff, provided he/she is recalled within:
 - (a) Three hundred and sixty-four [364] days or an amount of time equal to his/her length of service, whichever is greater, in the event that the employee has less than one year of continuous service;
 - (b) Eighteen [18] months in the event that the employee has at least one [1] year but not more than three [3] years of continuous service;
 - (c) Twenty-four [24] months in the event that the employee has more than three [3] years of continuous service.

SECTION 8.2. ACCRUAL AND RETENTION OF SENIORITY. In computing length of service of an employee for seniority purposes, seniority shall accrue during an absence caused by accident or illness, but for a period not to exceed two [2] years.

ARTICLE IX

HOURS, OVERTIME, AND WAGES

SECTION 9.1. STANDARD WORK WEEK. The standard work week shall be not more than forty (40) hours per week as scheduled by the Company. For purposes of pay, the regular work week for a seven (7) day continuous operation begins at 0001 A.M. Monday and ends at 12:00 A.M. the following Monday.

SECTION 9.2. SCHEDULING. An employee's work schedule will be determined by the Company. The company or a designated operator (instructed on whom to notify both union and management employees) will advise affected employees of changes in their work schedule as soon as it becomes practicable. Employees that would not normally see the revised schedule within a five (5) day period will be notified of their work schedule change.

SECTION 9.3. OVERTIME. The Company shall have the right to call employees for duty outside of regularly scheduled working hours. For purposes of this Agreement, overtime work shall be defined as those hours worked: (1) in excess of eight (8) hours in any one work day; (2) in excess of forty (40) hours in any one work week; and (3) on a scheduled day off. Overtime work shall be paid at the rate of one and one-half times the regular hourly rate. An employee called in for work on a scheduled day off will be paid a minimum of four (4) hours at the overtime rate of pay. An employee called in to work overtime prior to his/her shift or immediately after his/her scheduled shift shall be paid overtime pay for the actual hours of overtime worked. Nothing in this Agreement shall permit the pyramiding of overtime pay should the work at issue fall into more than one of the above categories.

SECTION 9.4. CHANGE OF SHIFT. When a schedule change becomes necessary, the company will revise the operator schedule and will advise affected employees that would not normally see the revised schedule within a five (5) day period, of their work schedule change. The revised schedule will be given to the operator on duty (instructed on whom to notify both union and management employees) for notification of all affected personnel. If an employee arrives for a scheduled shift and is requested to work half of his/her shift, leave and then return on a following shift to cover for a vacancy, he/she will be paid straight time for the four hours worked. Upon returning to work, to cover the shift for the absent employee, he/she will be paid at time and one half for that eight (8) hour shift. The employee covering for the vacancy has the option of leaving at the time the request is made and will be paid straight time for the time he/she has already worked, or he/she may continue to work for half his/her shift (4 hours) and be paid for the full four hours at straight time. The request to leave and then return will be made to the person with the least overtime first and then to other individuals in order of least overtime. The person with the least seniority shall cover the shift if all others have refused.

SECTION 9.5. COMPUTING OVERTIME HOURS. Time worked will be paid to the minute. Employees will be paid at the rate of time and one-half for each minute of overtime worked.

SECTION 9.6. DIVISION OF OVERTIME. Subject to the Company's operating needs, scheduling requirements and ability to reach employees, overtime work shall be divided evenly among those qualified to perform the work. The Company will review overtime assignments, as they occur, and will make every effort to equalize overtime opportunities. The Company will post every 4th pay period, at a location convenient and accessible to all union employees, a list showing the hours of overtime worked by each employee. The Company will also furnish, upon request, such list to the Union Chief Steward and Business Manager.

SECTION 9.7. VESSEL NOTIFICATION An employee who has been scheduled for the receipt of a vessel by the posting of a vessel unloading/loading schedule, and who has not been notified of a change in his/her schedule at least twenty (20) hours in advance of a vessels original or subsequent scheduled arrival time shall be paid at his/her regular hourly rate for four (4) hours. All affected employees will be notified, by management or a designated operator (instructed on whom to notify both union and management employees) of their work schedule

change. This Section (9.7) no longer applies when the vessel has arrived at the berth. When the vessel is at the berth Sections 9.2 and 9.3 apply.

If an employee has been scheduled for the vessel discharge on a midnight to noon or noon to midnight shift and the vessel completes its discharge prior to the completion of that shift, the employees shift will end either at the completion of the vessel or at the end of his/her regularly scheduled shift.

SECTION 9.8. INJURY PAY. If an employee is injured during a scheduled shift and is deemed unable to complete that shift because of his/her injury, he/she shall be paid for the remainder of his/her scheduled hours for that shift.

SECTION 9.9. WAGES. All minimum and maximum rates of pay for all job classifications are shown in Appendix C, attached hereto, incorporated by reference herein, and specifically made a part of this Agreement. All wage changes will become effective on the first day of a pay period. The company agrees to appoint a minimum of four (4) Lead Operators as long as there are at least four (4) employees who in the Company's judgment meet the qualifications of the Lead Operator position.

ARTICLE X

HOLIDAYS

SECTION 10.1. DESIGNATED HOLIDAYS. The following holidays shall be recognized by the Company and the I.B.E.W. These holiday dates will coincide with the observed Federal Government schedule. Payment for these holidays shall be at the rate of eight (8) hours at the regular straight-time hourly rate and will be paid for all hours worked within the 24-hour period of the calendar date in which the holiday falls. When an employee is required to work on a recognized holiday, he/she will be paid at a rate of one and one-half times his/her straight-time hourly rate for all hours worked and, in addition, will receive holiday pay at his/her straight time hourly rate for the number of hours worked. A one year "Holiday Work Coverage Schedule" will be drawn up by the steward and the employees during the month of January of each year and presented to the Company for approval.

New Year's Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Floating Holidays (2)

Floating Holidays may be requested by an employee at any time during the year and such requests will be granted considering the Company's operating requirements. Floating Holiday requests for November and December must be received no later than November 1st. No more than one (1) Floating Holiday or one (1) Vacation Day may be scheduled after November 1st. If remaining Floating Holidays are not requested, they are forfeited.

SECTION 10.2. HOLIDAY ON A DAY OFF. If a company designated holiday occurs on an employee's day off, he/she will be entitled to a normal day's pay at his/her straight-time rate or a scheduled day off with pay within the next thirty (30) days. If the employee chooses the option of a scheduled day off with pay, the request must be made at least 30 days in advance of the holiday and approval is at the discretion of the Terminal Operations Manager.

SECTION 10.3. HOLIDAY ELIGIBILITY. In order to be eligible for holiday pay, an employee must have been employed for thirty (30) days and worked his/her last scheduled shift immediately preceding the holiday and his/her first scheduled shift immediately following the holiday. Notwithstanding the foregoing, holiday pay will be paid when an absence on either or both of said shifts is caused by an illness or injury (certified by a doctor or otherwise verified satisfactorily to the Company), military service, jury duty, death in the immediate family, industrial accident, or other condition of personal hardship satisfactorily proven to the Company. The pyramiding of holiday pay with any other paid time off pay such as vacation or sick time, shall not be permitted.

ARTICLE XI

VACATIONS

SECTION 11.1. VACATION ACCRUAL. The vacation policy is set up on a calendar year basis and vacation is accrued on a monthly basis beginning on the first day of the month following the employee's date of hire. Employees hired before June thirty (30), 2001 will have vacation accrual per schedule #1 in the calendar year in which the anniversary date occurs. Employees hired after July one (1), 2001 will have vacation accrual per schedule #2 in the calendar year in which the anniversary date occurs.

Employees are eligible to schedule and take vacation after 90 calendar days of continuous employment.

Employees hired on or after July 1st will not have any vacation in that calendar year. On January 1 of the following year, he/she will be eligible for annual vacation as per their vacation schedule.

Schedule #1

(Employees hired prior to 07/01/01 are grand-fathered to schedule #1)

YEARS OF SERVICE	WEEKS OF VACATION EARNED	
1 - 4 yrs. of continuous service	Two Weeks	(80 hrs.)
5-9 yrs. of continuous service	Three Weeks	(120 hrs.)
10 -19yrs. of continuous service	Four Weeks	(160 hrs.)
20 -29 yrs. of continuous service	Five Weeks	(200 hrs.)
30+ yrs. of continuous service	Six Weeks	(240 hrs.)

Schedule #2
(Schedule for Employees Hired after 07/01/01)

YEARS OF SERVICE	WEEKS OF VACATION EARNED	
1 - 4 yrs. of continuous service	Two Weeks	(80 hrs.)
5 -9 yrs. of continuous service	Three Weeks	(120 hrs.)
10 or more yrs. of continuous service	Four Weeks	(160 hrs.)

After an employee has earned four (4) weeks of vacation he/she has the option of selling one (1) week back to the company at his then hourly rate of pay. After an employee has earned five (5) or more weeks of vacation he has the option of selling one (1) or two (2) weeks back to the company at his then hourly rate of pay.

All vacation time earned will be figured on a monthly accrual basis by taking the total annual vacation hourly accrual and dividing by 12.

Upon termination of employment by resignation, retirement, discharge, or otherwise, any untaken and unpaid accrued vacation earned through the month of termination will be paid to the employee. Any vacation not yet accrued but taken will be deducted from the final paycheck.

Upon termination of employment by death, total disability or layoff, any untaken and unpaid accrued vacation earned through the month of termination will be paid to the employee or the employee's estate, or survivor legally entitled.

SECTION 11.2. VACATION PERIOD. Vacations may be requested by an employee at any time during the year and such vacation requests will be granted, considering the Company's operating requirements and wishes of the employee. Vacation requests for November and December must be received no later than October 15th. An employee shall be allowed to schedule one (1) vacation or one (1) floating holiday after November 1st subject to scheduling requirements. Vacations will be limited to one (1) employee at any one time.

Any accrued vacation not requested by November 1st, with the exception of the one (1) vacation or one (1) floating holiday, will not be granted and the remaining vacation days

forfeited. Two (2) weeks advance notice to the Company is required on all vacation time. Accrued but unused vacation does not carry forward year to year.

Insofar as the operating requirements of the Company permit, an employee may split his/her accrued vacation time in increments of full weeks. When an employee accrues two (2) weeks' vacation he/she may use a total of five (5) individual days at his/her option. When an employee accrues three (3) weeks' vacation he/she may take ten (10) individual days. When an employee accrues four (4) weeks' vacation he/she may take fifteen (15) individual days. An employee's seniority preference for vacation time based on accredited service will apply to only one portion of his/her vacation period.

ARTICLE XII

OTHER CONDITIONS OF EMPLOYMENT

SECTION 12.1. LAYOFFS. When in the judgment of the Company it becomes necessary to reduce the work force, the Union acknowledges that the Company must give consideration to the skills required to conduct the business; however, the Company also recognizes the mutual benefits derived by retaining senior employees. It is agreed, therefore, that when an employee has the minimal skill to perform the job remaining, layoff shall be in the inverse order of seniority.

SECTION 12.2. RECALL. Employees will be recalled from layoff based upon the Company's operating needs and its evaluation of their skills and abilities. Recall shall be in the order of greatest seniority provided the recalled employee has the minimal qualifications to perform the job.

SECTION 12.3. MILITARY LEAVE OF ABSENCE. If an employee enlists in the Armed Services of the United States, or if an employee is called to active duty with the Armed Forces, or if an employee joins or is a member of a Military Reserve organization that requires participation in a training program, said employee will be granted a leave of absence without pay, up to a maximum of two (2) years.

SECTION 12.4. JURY DUTY. If an employee is called for jury duty or examination for jury duty or is subpoenaed to appear as a witness, he/she will receive his/her regular salary for such time as he/she is required to be absent during his/her regularly scheduled hours of work, less any jury pay received.

SECTION 12.5. ABSENCES. Occasionally, unavoidable absences will occur that may not be covered by the provisions of this Agreement. At the discretion of the Company, an employee may be permitted to take a leave of absence, arrive late, or to leave work before the end of his/her scheduled shift without pay. Approval for any such leave must be obtained in advance and in writing from the Terminal Operations Manager.

SECTION 12.6. PERSONAL LEAVE. Employees shall be allotted five (5) personal days every calendar year to account for occurrences such as personal illness, family illness, medical appointments, or any other personal matter. Employees are eligible to use personal days after 180 calendar days of continuous employment. Personal days allotment will be prorated for the period beginning after 180 calendar days of continuous employment through the following January 1st. Employees are required to notify their direct supervisor of any unplanned personal days immediately as known.

Personal days will not be carried over from one calendar year to the next. A maximum of three (3) unused personal days will be paid to the employee after the close of each calendar year. Payment for the unused days will be processed no later than the second scheduled payday of the following calendar year. No compensation will be made for allotted but unused personal days in the event of employment termination.

All sick leave accrued prior to July 1, 2022 will be saved and held in a sick leave balance to be used when personal leave is exhausted. No sick leave will be accrued after July 1, 2022. Any unused accumulated sick leave pay will be paid to the employee upon retirement at their base rate of pay effective upon retirement. Your "normal retirement date" is the first day of the month on or after the date you reach age 65.

Your benefits are also payable for early retirement. Your "early retirement date" may be the first day of the month on or after...

- . . . the date you reach age 55
- . . . twenty (20) years of service

Upon termination of employment by death, retirement, layoff (after eighteen (18) months), or resignation after a minimum of seven (7) years of service (except resignation to avoid dismissal for cause), any untaken or unpaid sick leave pay earned during and up to the year of termination will be paid to the employee, and/or employees estate or survivor legally entitled.

ANY ABUSE OF THE SICK LEAVE POLICY WILL BE CAUSE FOR TERMINATION.

SECTION 12.7. ILLNESS IN IMMEDIATE FAMILY. An employee may be absent from work for a period not to exceed four (4) working days per year due to an illness in his/her immediate family (spouse, parent, or child). Any such time taken will be deducted first from any unused personal days (maximum of four), then from any unused vacation and/or floating holidays.

SECTION 12.8. BEREAVEMENT. Employees may request a leave of absence upon the death of a member of their immediate or close family. Employees who have been employed for at least 90 days shall receive up to three (3) day(s) leave with pay. Members of the immediate or close family are defined as parents, spouse, child, sibling, grandparent, grandchild, corresponding step-relatives or in-laws, aunt, uncle or cousin. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative. Proof of death may be required.

SECTION 12.9. PAY DAYS. The Company implements a bi-weekly pay schedule. Pay dates are on every other Friday. If a payday falls on a holiday, the pay date will be the preceding business day.

SECTION 12.10. UNION DUES. When an employee shall so authorize in writing, the Company will deduct from his/her pay the dues and/or initiation fees payable by him/her to the Union. Such deduction shall be made from each biweekly paycheck. Such deductions, together with a list of the employees for whom deductions were made, will be turned over to the Union at the end of the Company's accounting month. The form of the "Authorization for Payroll Deduction" shall be as set forth in Appendix "A" attached hereto and made a part hereof. The union agrees to hold harmless, and indemnify, the company from any and all liability that may be incurred as a result of the deduction of union dues and initiation fees.

SECTION 12.11. EDUCATIONAL ASSISTANCE. The Company offers educational assistance to members of the Union to further their education when, in the opinion of the Company, it is job related and would improve performance.

Approval must be obtained from the Vice President Operations prior to the beginning of the course. Reimbursement for fifty percent (50%) of the tuition and book costs will be made upon

successful completion of the course with a grade of "B" or better.

SECTION 12.12. ALCOHOL AND SUBSTANCE ABUSE POLICY. Adherence to the Company's Alcohol and Substance Abuse Policy is a condition of employment. Any discipline or adverse action imposed by the employer as a result of the employer's drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedures as provided in the Collective Bargaining Agreement or in a separate agreement negotiated by the parties.

The Union is not responsible for ascertaining or monitoring the drug-free or alcohol-free status of any employee.

The employee agrees to hold harmless, and indemnify, the Union from any liability that may be incurred as a result of the employer's drug and alcohol program, including any chemical testing of employees.

SECTION 12.13. INSURANCE. Company to provide NECA/IBEW Family Care Plan for medical, dental and vision insurance, as currently provided. Each employee will contribute to their Medical/Dental/Vision plan as stated in the Memorandum of Understanding dated July 27, 2015. Employee contributions are 15% with no further increases prior to July 1, 2020.

SECTION 12.14. SHORT TERM DISABILITY INSURANCE. Cost will be charged to bargaining group members, \$.60 per week or \$1.30 per pay period.

SECTION 12.15. NEAP PLAN – It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to 6.5% of base wages, up to 173.33 hours per month or 2080 hours per year (the contribution obligation) together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15

calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon 72 hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of this labor agreement.

Company Contribution to be prorated for hours worked in year of retirement, death or total disability.

SECTION 12.16. UNIFORMS. To be provided through a service including laundering. See APPENDIX B.

SECTION 12.17. BOOT ALLOWANCE. Company to provide \$150.00 per year for boot allowance.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1 ENTIRE AGREEMENT. This Agreement sets forth the agreement between the Union and the Company pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees in the unit described in Article I of this Agreement. All side agreements, understandings, oral agreements, or other agreements not encompassed herein, which were in effect prior to the acquisition of the company by SEA-3 on October 17, 2017 shall have no further effect. The Company shall continue to abide by any such side agreements, understandings or other agreements not encompassed herein, or past practices in effect on or after the acquisition of the company by SEA-3 on October 17, 2017.

SECTION 13.2 SEVERABILITY. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE XIV

DURATION AND RENEWAL

This Agreement will be effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2024 and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least sixty (60) days prior to June of any year.

IN WITNESS WHEREOF: the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the day and year first above written.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL
NO. 1837

SEA-3, LLC

Tony Sapienza
Tony Sapienza, Business Manager

W. L. Willis
Willie Willis, Vice President of Operations

Date August 31, 2022

Date Aug. 31st 2022

APPROVED BY:



International President
International Brotherhood of Electrical Workers

APPENDIX A

I hereby authorize and direct _____ to deduct from my pay, Union Membership initiation fee, dues and assessments in the amounts fixed in accordance with Bylaws of Local Union _____ and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement, whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one-year period or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature _____

Date: _____

APPENDIX B

SCHEDULE OF BENEFITS

1. Hospital, Surgical, Major Medical, and Dental Programs
2. A life insurance policy on the employee.
3. National Electrical Annuity Plan – 6.5% Company Contribution
4. Uniforms, winter jackets and coveralls, three season jacket, safety shoes, glasses, hard hats, and foul weather gear.
5. Long term Disability Policy
6. Short Term Disability Insurance
7. 401K Plan – Ineligible for company match or profit share

The listed benefits in effect at the commencement of this renewal Agreement shall remain at their current level until the Agreement's expiration on June 30, 2024. Information concerning the above Schedule of Benefits may be obtained by contacting the Terminal Operations Manager or Human Resources Manager or referring to the literature given each employee on the individual plan(s).

APPENDIX C

**BASE RATE WAGE SCHEDULE
(HOURLY RATES IN US \$)**

	Effective Date	Effective Date
Date	7/4/2022	7/3/2023
<i>Effective Wage Percentage Increase from Prior Year</i>	5%	5%
<u>POSITION / RATE</u>		
Senior Operator	\$ 42.56	\$ 44.68
Lead Operator	\$ 40.48	\$ 42.50
Operator	\$ 39.42	\$ 41.39
Junior Operator 3	\$ 36.09	\$ 37.89
Junior Operator 2	\$ 32.76	\$ 34.40
Junior Operator 1	\$ 29.40	\$ 30.87
Junior Operator	\$ 26.04	\$ 27.34
(Junior Operator Promotions are time in grade promotions and will occur annually on July 1 after at least 6 months of employment)		
Sunday Premium	\$ 10.00	\$ 10.00
National Electrical Annuity Plan - Company Contribution	6.50%	6.50%