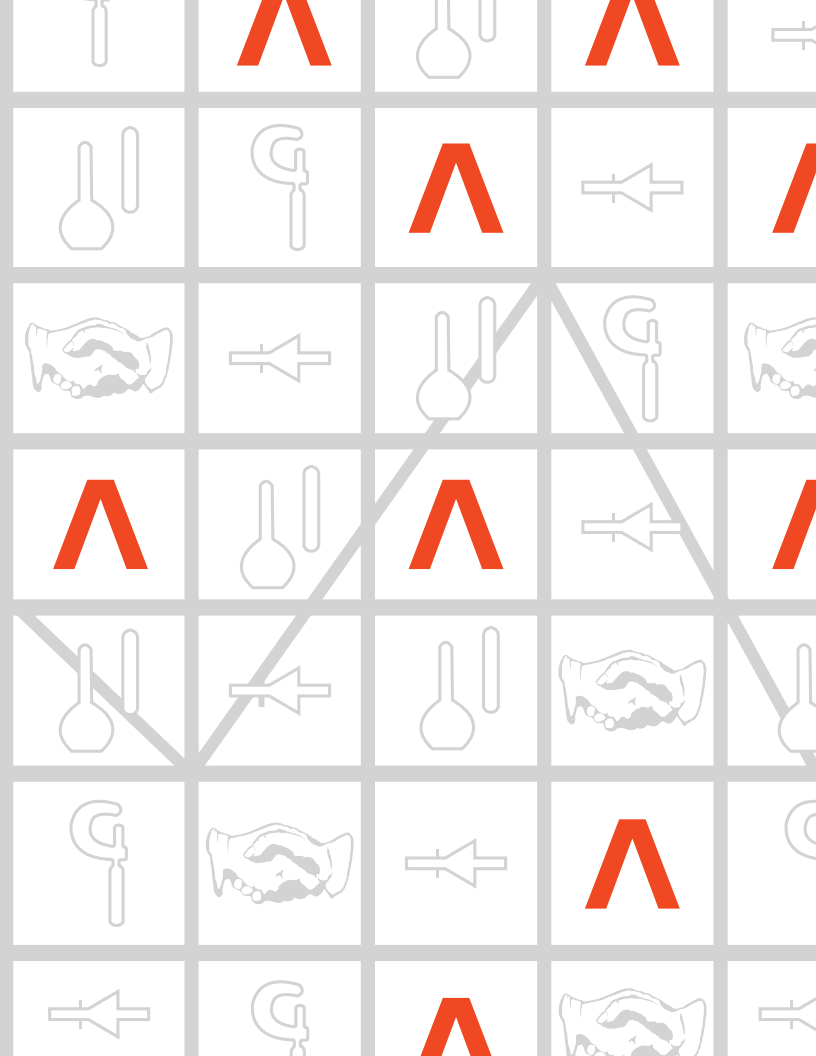
2020-2024
UNION AGREEMENT

between

DRAPER

and

The Research, Development &
Technical Employees' Union



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PREAMBLE

AGREEMENT made on December 17, 2019, by and between the Research, Development and Technical Employees' Union (hereinafter called the "Union") and The Charles Stark Draper Laboratory, Inc. (hereinafter called the "Draper").

ARTICLE I · Recognition

1. The Collective Bargaining Unit. Draper recognizes the Union as the exclusive bargaining agency for all persons employed in the maintenance and servicing of Draper, excluding, engineers, engineering assistants, administrative and all other salaried employees; supervisors, office clericals, drafters, illustrators and technical artists; all reproduction workers except those in the Reprographics Section; guards; and students hired through cooperative programs at colleges, universities or other institutions of higher education ("Co-ops") who are employed in positions in which the duties of the above employees are performed; all MIT students; other students employed by Draper; part-time employees who regularly work less than twenty hours per week; and temporary employees who are hired for a period of less than two months.

2. Definition of Employees. The term "employee" or "employees" when used in this Agreement shall mean those for whom the Union is recognized as the bargaining representative in accordance with the foregoing paragraph.

3. Students. This Agreement does not cover or apply to students attending M.I.T. who may at the discretion of Draper be employed at any time and from time to time to perform work as a means of earning part of their expenses while studying, and nothing contained in this Agreement shall restrict the type or amount of work which may be allotted to M.I.T. students except that Bargaining Unit employees shall not be laid off to make jobs for students. Also it does not apply to other students employed during their summer vacations between June 1 and September 30.

4. Temporary Employees. Employees who are hired for a period of less than two (2) months shall not be included in the bargaining unit.

ARTICLE II · Union Security and Dues Deduction

1. Maintenance of Membership. Each employee who was a member of the Union in good standing on the date of execution of this Agreement and each employee who thereafter becomes a member shall, as a condition of employment, continue such membership in good standing in the Union during the term of this Agreement. Each employee who is not a member of the Union but who was required, under the terms of the 1964-1966 Agreement between M.I.T. and the Union, to pay to the Union each month an amount equal to the Union's uniform monthly dues shall, as a condition of employment, continue to make such payments.

2. New Employees Required to Join. Each new employee hired on or after June 20, 2020 shall, as a condition of employment, become a member of the Union thirty (30) days after the date of hiring or thirty days after the execution of this Agreement, whichever is later, and shall thereafter during the term of this Agreement remain a member of the Union.

3. Eligibility for Union Membership. The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employee to the Union or expel an employee from the Union for any reason other than failure to tender regular dues and initiation fees, this Article shall not be in operation so far as such employee is concerned.

4. Deduction of Dues. Draper agrees to deduct weekly, from earned wages and remit to the Union, for the duration of this Agreement, Union membership dues fixed in accordance with the constitution of the Union of those employees covered by this Agreement who, individually, request in writing Draper to do so, provided such request is revocable by the employee after one year or the termination of the Agreement, whichever is earlier.

5. Disputes. If a dispute arises as to whether Draper, the Union, or any employee has complied with the provisions of this Article, such dispute may be submitted for determination under the provisions of Article IV, "Settlement of Grievances."

6. Information

(a) The Union shall furnish Draper with the names of any other employees who become members of the Union.

(b) The Union shall inform Draper of the names of elected officers and Union representatives.

(c) Draper agrees to provide the Union each week with the following information:

(1) The name of each new employee hired, together with the employee's classification and the Directorate for which hired;

(2) The name of each employee laid off or terminated, together with the employee's classification and the Directorate where employed;

(3) The name of each employee who has been transferred or reclassified, together with the employee's classification and the Directorate from and to which transferred.

(d) Draper agrees to provide the Union representative and the Union with a copy of all layoff notices.

ARTICLE III · Management

The Union agrees that, subject to the terms of this Agreement, the management of Draper's activities and the direction of the working forces, including but not limited to the establishment of reasonable working rules and reasonable work schedules, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, and to discipline or discharge employees for just cause, is vested exclusively in Draper when not in conflict with other provisions of the Agreement.

ARTICLE IV · Settlement of Grievances

1. Grievance Procedure. This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relationships between Draper, its employees, and their Union. In the event of any grievance between the employees and Draper concerning the interpretation or application of this Agreement, the representatives of both agree to make prompt and earnest efforts to settle such matter. All grievances shall be handled as follows:

Step 1: The Union Representative or the employee shall take up the matter with the employee's foreman or immediate supervisor within a reasonable

time after the occurrence of the incident giving rise to the grievance. The Union has a right to be present at the adjustment of any grievance.

Step 2: If the grievance is not adjusted within two (2) working days, the matter shall be reduced to writing, with a copy to the Human Resources Office, and taken up at a meeting between the employee, the Union Representative, and/or designated representatives of the Union and the Director or designated representative. Such meeting will be held within five (5) working days after having been requested and Draper's answer shall be given in writing. A grievance concerning the discharge of an employee may be initiated directly in Step 2.

Step 2A: Any grievance between the employees and Draper concerning the interpretation and application of Article XVIII, parts 2 and 3, which is not settled at Step 2 of the grievance procedure, may be referred to a Joint Classification Committee consisting of three members appointed by Draper and three members who are only Draper employees appointed by the union. The Union may initiate a Step 2A meeting by written request submitted within five days after receipt of Draper's answer in Step 2. The meeting will be held within fifteen working days after being requested, unless the time is extended by mutual agreement.

The 2A grievances will be held in chronological order with the oldest first unless otherwise agreed by the Joint Classification Committee. The answer to Step 2A grievance will be given by the Human Resources Office in writing within ten (10) days after the meeting. If settlement is not reached in Step 2A, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration, provided that such notice is given within thirty days after Draper has given its answer to Step 2A. The decision of the arbitrator shall be final and binding upon both parties, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the agreement.

In the event of the inability of the Arbitrator to continue to serve, the Union and Draper will attempt to agree on a replacement. If the parties cannot agree, the replacement will be selected through the procedures of the American Arbitration Association.

The fees and expenses of the Arbitrators will be shared equally by Draper and the Union.

If neither party requests arbitration within the prescribed 30 days, the grievance shall be considered dropped.

The Arbitrator may give the committee such advice, opinions, or recommendations with respect to these matters as he deems appropriate. These recommendations will not be given in writing and will not be binding upon the parties.

The Joint Classification Committee will meet at regular intervals to discuss and consider possible improvements in promotional procedures, classification descriptions and other aspects of the classification program.

Any conclusions reached by the Joint Classification Committee will be submitted as joint recommendations to Draper and the Union, but will not be binding upon either party.

The Arbitrator will be encouraged to gain a broad understanding of the classification issues through visits to work sites, discussions with Draper and Union representatives and other appropriate means, and will be extended such access and facilities as are necessary to this end. Security regulations will govern access in all cases.

Step 3: If any grievance not subject to Step 2A is not settled within five (5) working days after such a meeting, it shall be taken up by the principal officers of Draper and the Union, or their designated representatives. Every effort shall be made to arrange a meeting within five (5) working days after written request has been made therefore, but in no event shall Draper's decision be delayed for more than ten (10) working days after the third step meeting. Draper's decision shall be given in writing.

Step 4: If settlement is not reached in Step 3 or if Step 3 is waived by agreement of the parties, then either party may by written notice to the other demand that the grievance be submitted to arbitration, provided that such notice is given within thirty (30) days after Draper has given its final answer in the preceding Step. The parties shall attempt to agree

upon an arbitrator, but if agreement is not reached within three (3) working days, the matter shall be submitted to an arbitrator appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The decision of the arbitrator shall be null and void if not rendered within sixty (60) days after the completion of the arbitration hearing, unless the parties mutually agree on an extension of the time. The arbitrator's fees and expenses shall be shared equally by Draper and the Union.

2. Pay for Grievance Time. Where Steps 1, 2, and 3 of the grievance procedure take place during working hours, Draper will pay for time actually lost by the Union Officers and representatives and the employee involved, in accordance with the procedure outlined above. Draper shall not be bound to pay for time lost in attending Step 4 of the grievance procedure.

ARTICLE V · Wages, Hours and Overtime

1. Wage Rates. Hourly wage rates shall become effective June 20, 2020; June 19, 2021; June 18, 2022; and July 1, 2023. The hourly wage rates in effect as of the Effective Date of this Agreement and the hourly wage rates effective June 20, 2020 are shown in Appendix A, which is attached to and made part of this Agreement. The hourly wage rates effective June 19, 2021; June 18, 2022; and July 1, 2023 are subject to approval by the Draper Board of Directors

2. Shift Differentials.

(a) Afternoon Shift. A differential of 6% will be added to the hourly rates of employees who are regularly assigned to a shift which starts at or after 3:00 p.m. for all hours worked on such shift.

(b) Evening Shift. A differential of 8% will be added to the hourly rates of employees who are regularly assigned to a shift which starts at or after 10:00 p.m. for all hours worked on such shift. If an employee's regularly scheduled shift extends beyond 2:00 a.m., the employee shall receive the evening shift differential for all hours worked.

(c) Overtime Following Regular Shift.

(1) Applicable shift differentials will be added to the base hourly rates before computing overtime premium pay.

(2) An employee who works overtime following the employee's regular shift will be paid the shift differential applicable to that regular shift for all hours worked.

(d) Paid Leave. Applicable shift differentials will be included in the pay of employees who are on paid leave such as vacation, sick leave, holidays, etc.

3. Hours of Work.

(a) Work Week. The normal work week for most employees will consist of five (5) consecutive days of eight (8) hours each, Monday through Friday, followed by two (2) consecutive days off.

(b) Payroll Week. The payroll week for all employees will consist of seven (7) consecutive days of twenty-four (24) hours each, commencing 12:01 a.m., Saturday.

(c) Time Off for Supper. Employees who are required to work more than eleven hours in a shift shall be allowed three-quarters of an hour off with pay for suppertime. Those eleven hours include the three-quarters of an hour for supper. (Draper will not pay for the employee's meal.)

4. Overtime.

(a) Overtime Pay. Premium pay at the rate of time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period commencing at the start of an employee's regular shift, or in excess of forty (40) hours in a payroll week, whichever is greatest but without duplication.

(b) Scheduling of Overtime. Insofar as possible and consistent with operating requirements, available overtime shall be allotted equally among the employees in the particular classifications in the shop affected. For the purpose of carrying out this provision, the foreman or other supervisor concerned will, upon request from the Union

Representative, provide such Representative with the amount of overtime each employee in that particular group worked during the previous six (6) months.

(c) Notice of Overtime Work. Except in cases of emergency, employees will not be subject to disciplinary action for refusing to work overtime unless they are given three (3) days' notice of the hours to be worked.

5. Call-in Pay. Employees who are called in outside of their regularly scheduled hours will be paid at their applicable overtime rate and will receive not less than the equivalent of four (4) hours' pay at that rate, except that, when an employee is requested to report in less than two hours before the regular starting time and continues to work the regular shift, the employee shall be paid only for actual hours worked. This paragraph shall not apply to planned overtime of which the employee is given advance notice.

6. Red Circle Rates. The wage rates of employees who are currently paid at "red circle" rates will be adjusted effective June 20, 2020, June 19, 2021, June 18, 2022 and July 1, 2023, respectively, in the following manner.

(a) If the employee is currently paid a "red circle" rate which exceeds the new rate established for the classification, the employee shall continue to be paid at the same rate without increase.

(b) If the employee is currently paid a "red circle" rate which is less than the new rate established for the classification, the employee's rate shall be increased only to the new rate.

7. Safety Shoe allowance will be a maximum of $375 for the four-year agreement. New employees would receive a prorated allowance. Employees who need safety shoes after they have reached the maximum allowance are responsible for purchasing additional pairs of safety shoes until the next contract agreement begins.

8. Medically required safety glasses will require authorization from the employee's Eye M.D.. When new glasses are needed and the prescription has changed then a new Eye M.D. authorization will be required. Progressive (no line) lenses for bifocals and trifocals are allowed.

ARTICLE VI · Holidays and Holiday Pay

1. Recognized Holidays. The following shall be recognized as holidays for all employees:

New Year's Day	Martin Luther King's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

Draper will provide one floating holiday determined in advance each year. It will generally be observed in conjunction with July 4 or December 25.

When a recognized holiday falls on a Sunday, the following Monday will be recognized as a holiday. When a recognized holiday falls on a Saturday, the previous Friday will be recognized as the holiday, unless Draper designates another day as the holiday.

2. Holiday Pay. If an employee is not required to work on a recognized holiday the employee will receive holiday pay, defined as a regular day's pay computed at eight hours times the straight-time rate, provided the employee is paid by Draper for the working day prior to and the working day after the holiday. However, if the employee is on authorized leave without pay for a period of not more than one week, payment will be made for a holiday falling during such leave. If an employee is required to work on a recognized holiday payment will be made at the rate of time and one-half the regular hourly rate for each hour worked, in addition to holiday pay.

3. Holiday Falling During Vacation. If a recognized holiday falls on an employee's regularly scheduled work day during the employee's vacation, the employee will be paid for the recognized holiday and not be charged vacation for that day.

4. When a Draper-observed holiday falls on the last work day(s) of a week, employees with a termination date on the day immediately prior to the holiday will be paid holiday(s). Holiday time not taken is not paid out at termination.

ARTICLE VII · Vacation and Vacation Pay

1. Accrual and Payment. Employees are credited with vacation hours based upon their length of service in accordance with the following schedule (prorated for part time):

LENGTH OF SERVICE	WEEKLY RATE OF ACCRUAL
1 week but less than 9 years	2.30769
9 or more years	3.07692
20 or more years	3.84615

The maximum vacation accumulation for employees with less than 20 years of service is limited to two times their annual vacation allowance. Vacation accruals will stop once an employee reaches the maximum. Accruals will begin again when an employee uses vacation, thus dropping below the maximum. Full-time, continuous employment outside the bargaining unit shall be counted in determining eligibility for vacation. Student, part-time (less than 20 hours per week) and intermittent employment outside the bargaining unit shall not be counted.

Additionally, the maximum vacation accumulation will be permanently adjusted to 400 hours (pro-rated for part time). Hours not credited due to reaching the maximum will be forfeited. An employee who terminates shall receive, at termination, pay for any vacation accrued and not taken.

2. Employee on Leave without Pay. An employee who has been on leave without pay or on layoff for a total of one (1) month or more during the 12-month period immediately prior to the anniversary date shall receive a proportionate part of the employee's normal vacation.

3. Scheduling of Vacations. Supervisors are responsible for coordinating and approving the vacation schedules of their employees. Where work requirements permit, the preference of individual employee's vacation will be observed. Vacation requests require reasonable advance notice.

4. Laid-Off Employees. Employees who have been laid off and reemployed shall have vacation rights as set forth in Article XIX, Part (8).

ARTICLE VIII · Sick Leave and Disability Plans

1. Accrual. Regular employees with more than four (4) months of continuous service will be credited with twelve (12) days of sick leave at the beginning of the contract year (the first Saturday of the fiscal year of each subsequent year). Employees on extended disability at the beginning of the contract year June 20, 2020, will not have their 12 days of sick leave credited to them until they return to work. Employees may continue to accrue up to a maximum at any one time of 200 days.

Employees with less than four months of service will be credited with 1.846 hours of sick time weekly. Upon completion of four months of service, employees will be credited with an additional 1.846 hours of sick time for each week remaining in the fiscal year. (Hours will be prorated for part-time employees).

2. Payment. Subject to the above provisions, accrued sick leave will be paid at straight-time rates not to exceed eight (8) hours for any regularly scheduled work day or forty (40) hours for any payroll week, plus any applicable shift differential.

3. Draper agrees to continue for employees covered by this agreement, participation in Draper's Short Term Disability Plan for Nonexempt/Union employees.

4. Use. Sick leave may only be used in the event of an employee's illness or non-occupational injury. Draper reserves the right to require medical documentation for all such absences. Draper agrees to allow three (3) personal days in lieu of sick leave per year for all hourly employees. These days may be taken in one (1) hour increments, not to be used to excuse tardiness. If these days are not used for a sick leave year, they will revert to sick leave. Employees will be eligible at the completion of four (4) months of employment. Under the Massachusetts Paid Sick Leave Law, Non-Exempt employees and Union employees may use up to 40 hours per fiscal year of their accumulated sick time to care for a sick family member.

5. Employees should notify their supervisor of their absence due to sickness before the start of their work shift by email or voice mail. In cases of prolonged illness, the employee should inform the supervisor as closely as possible when the employee expects to return to work. Draper will not be obligated to make short-term disability payments covering any period prior to the time that notice of the disability is given to the supervisor.

6. Disabled Veterans. Disabled veterans required by the Veterans Administration to report for physical examinations shall be granted reasonable time off without loss of pay for such examinations.

7. In case of an employee's illness or non-occupational injury the employee must go through the leave of absence process. When an employee is absent in excess of five days, he/she must provide medical documentation.

8. Laid-Off Employees. Employees who have been laid off and re-employed shall have sick leave rights as set forth in Article XIX, Part (8).

9. Draper agrees to continue for employees covered by this Agreement participation in Draper's Long Term Disability Plan.

10. Lump Sum Payment on Retirement. Any employee who retires from Draper and who on the date of retirement has accrued more than 250 hours of sick leave shall be paid at the employee's base rate at the time of retirement for one-half of the accrued sick leave. In determining the amount of accrued sick leave the employee's sick leave credit shall be reduced by eight hours for each month between the date of retirement and the following July 1.

11. Unused Sick Leave at Death. The estate and/or beneficiary (ies) as designated under the Group Life Insurance Policy, of any employee who dies while employed by Draper and has ten (10) or more years of seniority, has accrued more than (250) hours of sick leave shall be paid for one-half of the accrued sick leave at the employee's base rate at the time of death. In determining the amount of accrued sick leave, the employee's sick leave credit shall be reduced by eight (8) hours for each month between the date of death and the following July 1.

ARTICLE IX · Military Service

1. Draper agrees to continue for employees covered by this Agreement participation in Draper's Military Leave.

ARTICLE X · Layoff Notice

1. Eligibility. This policy is applied to employees with one (1) year or more of full-time continuous employment who are laid off because of lack of work or funds.

2. Layoff Notice. Draper will guarantee four (4) weeks' notice in writing to employees who are to be laid off and may give eight (8) weeks' notice in writing.

ARTICLE XI · Bereavement Leave

1. In the event of a death in the immediate family of any bargaining unit employee, Draper will grant leave with pay up to a maximum of five (5) days.

2. For the purpose of this provision, the term "immediate family" includes parents, children, spouse, step-parents, siblings, domestic partner, grandparents, step-children, parents-in-law, siblings-in-law, any legal guardian, or member of the household.

3. Leave with pay up to one (1) day to attend the funeral of other close relatives may be granted, and in exceptional circumstances, such as where the employee is the sole survivor or is responsible for funeral arrangements, leave up to 3 days may be granted at the discretion of the supervisor and not subject to the grievance procedure.

4. Leave with pay will not be granted where, because of distance or other reason, the employee does not attend the funeral.

ARTICLE XII · Jury Duty

1. If an employee is called for jury duty or required to appear in court as a witness, Draper shall pay the difference between the employee's regular pay up to forty (40) hours per week and the amount received from the court, provided the employee was hired before receiving notice of such duty.

2. In order to receive such pay from Draper, the employee must furnish evidence from the court of such duty and the amount paid to the employee by the court.

ARTICLE XIII · Safety and Workers' Compensation

Draper shall maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during all working hours.

For the purpose of furthering the aims of this article, the Union will be entitled to designate one representative to Draper's Safety Committee.

Draper will provide compensation for disabilities resulting from industrial accidents as required under the law of the Commonwealth of Massachusetts. As in the past Draper may exceed these statutory requirements when it considers such action justifiable, but its action in doing so will not be considered as establishing a precedent and its decision will not be subject to arbitration.

ARTICLE XIV · Strikes and Lockouts

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there shall be no strikes, stoppages, lockouts, or picketing concerning any matter in dispute between Draper and the Union or the employees.

The Union shall not be liable if it has not authorized, caused, or supported the strike or stoppage.

ARTICLE XV · Bulletin Boards

Draper will permit the Union to post notices of its meetings and other Union activities on bulletin boards in the various locations agreed upon.

ARTICLE XVI · Federal and State Laws and Executive Orders

If any law or judicial order or administrative order or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof in accordance with its terms as to make it impossible of such performance, then the Union and Draper shall in good faith commence negotiations of a renewed Agreement or new Articles. The no strike-no lockout clause (Article XIV) shall not apply to the negotiations of the new Article or Articles.

Drug-Free Work Force

The RDTEU accepts Draper's obligation to meet the minimum requirements of the Drug-Free Work Force regulation of the DoD or any other federal agency that does business with The Charles Stark Draper Laboratory, Inc.

Draper agrees to keep the Union fully informed as to its policies and procedures developed to be in compliance with the Drug-Free Work Force regulations.

ARTICLE XVII · Computation of Seniority

1. General. The seniority of an employee is computed on the basis of total continuous service with Draper as a regular employee, including continuous service with M.I.T. provided the employee was employed by the Institute on June 30, 1973, and transferred to Draper on July 1, 1973, except that employees who entered the bargaining unit on or after December 4, 1958, shall receive credit only for their total continuous service in the bargaining unit.

2. Loss of Seniority. Seniority is lost if an employee (a) quits, (b) is discharged for cause, or (c) has been removed from the reemployment list in accordance with Article XIX, Part 6 or 7 of this Agreement.

3. Probationary Employees. There shall be a probationary period of four (4) months for all new employees during which time such employees shall have no seniority rights, but thereafter their seniority shall date from the dates of hiring.

4. Leave of Absence. Seniority shall continue to accrue during a leave of absence granted by Draper.

5. Union Officers. Any employee selected as an officer or delegate of the Union shall be allowed reasonable time off for the performance of such duties without loss of seniority rights but without pay. (a) Members of the Executive Board [not to exceed three (3) Laboratory members and any union officers] shall have superseniority for the purposes of layoff only. If the number of employees in the bargaining unit increases appreciably and the number of Executive Board Members is increased as a result, Draper and the Union will discuss the extension of superseniority to such additional Executive Board Members.

6. Employees Promoted to Supervisory Positions. Employees who are promoted to supervisory positions and who return to the bargaining unit within one year will have their seniority restored. They will not accrue seniority while outside the bargaining unit.

7. Laid-Off Employees. Employees who have been laid off will continue to accrue their seniority while they are on the reemployment list.

8. Seniority Lists. Seniority lists shall be established by classification and by occupational group and organizational unit. The employees in each classification

shall be listed in order of their seniority with the most senior at the top and the least senior at the bottom of the classification. The classifications within the occupational group shall be listed in order of skill with the most skilled classification at the top and the least skilled at the bottom. Draper shall furnish the Union with an up-to-date seniority list for each classification and occupational group within sixty (60) days after the signing of this Agreement. Unless Draper is advised by the Union to the contrary within thirty (30) days, this list will be presumed to be correct for purposes of this Agreement, except any mistake that adds to an employee's seniority may be corrected at any time. Seniority shall date from the original records of date of hire except as adjusted for breaks in service.

ARTICLE XVIII · Promotions, Transfers, Vacancies and Performance Reviews

1. Definitions. For the purpose of this Article, the following definitions shall apply:

(a) Work Unit. The work unit is defined as the Department/Directorate.

(b) Transfer. A transfer is defined as the moving of an employee laterally from one work unit to another in the employee's own or a similarly rated classification.

2. Promotion. It is recognized that two types of promotional opportunity may exist within the bargaining unit: (1) upgrading on the basis of the application of greater skill and ability or the assignment of greater responsibility, and (2) the filling of job vacancies.

(a) Upgrading. The upgrading procedure is intended to apply to those occupational groups involving progressively higher classifications and rates, as shown in Appendices A, B, and C, "Schedule of Wage Rates," for progressively higher levels of skill, ability, and responsibility.

All employees in these occupational groups shall be reviewed at least once a year, and those who are found to be qualified for advancement on the basis of the established classification descriptions shall be reclassified accordingly. Upgradings will normally be made effective on the Saturday nearest July 1.

(b) Other Promotions. No employee shall be promoted into any classification listed below, except in accordance with the procedures set forth for Filling Vacancies in (3).

Senior Stock Clerk - Adm. Asst.	Senior Stock Clerk
Project Machinist	Instrument Maker
Reproduction Worker A	Custodian
Driver	Driver-Utility
Utility person	

3. Filling Vacancies. Qualified present employees shall be given preference over other applicants for vacant bargaining unit jobs. Before hiring from outside the bargaining unit, the following procedure shall be observed:

(a) The vacant job will be offered in order of seniority to employees in the classification involved and in the next higher classification in the occupational group who are on notice of layoff from Draper and if there are no such employees, the job will be offered in order of seniority to employees in the same classifications who are on the reemployment list provided, in each case, that they are qualified and able to perform the job at an acceptable level.

(b) If the vacancy is not filled in accordance with (a) above, a description of the vacant job shall be posted for one day in the work unit and consideration shall be given to qualified employees in lower classifications in the work unit if they apply during this period. An employee shall be considered to be qualified for the purpose of such consideration if able to satisfy the requirements of the classification description applying to the vacant job and perform the particular work involved at an acceptable level. Draper shall select from among such qualified employees the employee who is clearly best qualified to perform the vacant job. If no employee is clearly best qualified, and if the qualifications of two or more qualified employees are relatively equal, selection shall be made on the basis of seniority.

(c) If the vacancy is not filled in accordance with (b) above, a description of the vacant job will be posted for three (3) days on bulletin boards in

locations agreed upon by Draper and the Union. Qualified employees in lower classifications will be considered if they apply during this period, and selection will be based on the criteria set forth in (b) above. Qualified employees in the work unit shall have preference over other applicants.

(d) If the vacancy is not filled in accordance with (c) above, Draper will be free to fill the job from outside the bargaining unit.

4. Promotional Increases. An employee who is promoted from one classification to a higher one shall have an increase in pay to the rate of the classification to which promoted.

5. Performance Reviews. During the spring of 2020, 2021, 2022, and 2023, Draper shall review the performance of all employees, subject to the employee's classification, who were on the payroll on April 15. An employee's performance shall be considered satisfactory for this purpose if the employee has exercised the skills and discharged effectively the responsibilities normally expected of the employee's classification.

6. Temporary Assignment. An employee temporarily assigned for one (1) full day or more to fill a vacancy at a higher level shall receive the higher rate of pay for the period of the assignment. An employee temporarily assigned to a lower-rated job shall maintain his regular rate of pay.

The foregoing shall not apply to variations in the levels of work assigned to technicians and other employees because of fluctuations in work load or for purposes of employee training and development.

An employee temporarily assigned for one (1) full day or more to a supervisory position shall receive a ten percent (10%) increase in hourly rate for the period of the assignment.

An employee who has been downgraded due to a layoff or who is temporarily upgraded for a period not to exceed four months shall revert to the lower classification and rate at the end of the temporary assignment and shall have no bumping or layoff rights on its completion; such employee shall remain on the reemployment list during such period and the employee's rights on that list shall not be affected by the temporary upgrading.

7. Transfers. Draper shall not be required to follow these procedures in making lateral transfers from one work unit to another work unit. However, such transfers shall be made only for proper cause and not to diminish the promotional opportunities, job security or layoff and recall rights of the employee transferred or of other employees.

No employee shall be transferred without the employee's consent where the employee's seniority rights are adversely affected to a substantial degree.

8. Temporary Positions. A temporary position is one which is expected to last for a period of more than two but less than four months. Temporary vacancies shall be filled by first offering such position to eligible employees on the reemployment list. Failure of an employee to accept a temporary vacancy shall not affect that employee's right to remain on the reemployment list. An employee recalled in this manner shall be allowed to participate in the various employee benefit programs for which eligible while filling the temporary vacancy, but shall have no layoff or bumping rights at the end of the temporary job. During the temporary job the employee remains on the reemployment list, the employee's rights being determined by the date of the original layoff.

ARTICLE XIX · Layoff and Reemployment

1. Definitions. For the purpose of this Agreement the following definitions shall apply:

(a) Classification. A classification is defined as an occupational category having a specific rate or range of pay applicable to all employees performing the same or similar work or utilizing the same or similar skills, at the same general level. The following are examples of four different classifications:

(1) Machinist A. **(2)** Machinist B.

(3) Electronic Technician A. **(4)** Mechanical Technician A.

(b) Occupational Group. An occupational group is defined as a group of related classifications involving the same or similar skills but at different levels or rates of pay. The following are examples of two different occupational groups:

(1) Project Machinist, Machinist A, Machinist B, Machine Shop Helper A.

(2) Project Electronic Technician, Senior Electronic Technician, Electronic Technician A, Electronic Technician B, Electronic Technician C.

2. Occupational Seniority Rights. Employees shall have seniority rights only in the occupational group in which they are classified at the time of layoff, except as set forth below.

After receiving a layoff notice advising of available rights under this provision, an employee may inform the Human Resources Office within two (2) working days of an interest in exercising layoff rights in a different occupational group. If the employee demonstrates skill and training in this occupational group, the Human Resources Office shall inform the employee of any vacant jobs in both occupational groups to which the employee might be entitled and identify the jobs held by the least senior employees in these occupational groups against whom the employee might exercise bumping rights. The Human Resources Office will not, however, be required to make a judgment or commitment at this time as to whether the employee has the qualifications and ability to perform any of these jobs at an acceptable level.

The employee shall then notify the Human Resources Office within three (3) working days as to which of the two occupational groups the employee wishes to exercise layoff rights in, and shall not be allowed to exercise these rights in any other occupational group.

3. Layoff Procedure. Draper shall determine the activities, operations or duties to be discontinued or curtailed and the numbers and classifications of employees to be laid off because of lack of work or funds. The least senior employee in the work unit or in the section, shop, site, or other recognized sub-unit where the reduction is to be effected shall receive the notice of layoff. Such employee will have the following rights and must accept the first opportunity or be laid off.

(a) Take a vacant job in the employee's classification in the employee's work unit to which entitled in accordance with Article XVIII, Part (3).

(b) Take a vacant job in the employee's classification in Draper to which entitled in accordance with Article XVIII, Part (3).

(c) Displace any less senior employee in the employee's classification in the employee's work unit, beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

(d) Displace any of the three least senior employees in the employee's classification in Draper, beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

(e) Take a vacant job in a lower classification, to which entitled in accordance with Article XVIII, Part (3).

(f) Displace any of the three least senior employees in successively lower classifications in the employee's group, beginning with the least senior, first in the work unit and second in Draper.

(g) Be laid off and become subject to reemployment rights.

The employee may substitute the next least senior employee or employees for any one or more of the three least senior employees whose normal work location is more than 50 miles from the employee's own normal work location. In addition, the employee will not be required to accept a vacant job at a location more than 50 miles from the employee's normal work location but will move to the next step in the layoff procedure. Reasonable consideration will be given when the employee receiving the layoff notice asserts that the travel distance involved imposes a hardship.

The rights to vacant jobs set forth in (a), (b), and (e) above, will be exercised before and will take precedence over any rights of employees on the reemployment list to such vacant jobs.

In order to exercise bumping rights under the foregoing, the employee must notify Draper of intention to do so within two (2) working days after receiving a notice of layoff calling attention to this requirement and to rights under this Article. Bumping rights shall be exercised in order of seniority, the most senior person exercising rights first.

When a Department/Directorate does not permit an employee to fill a vacancy or displace another employee under the term of this Article Part #3, it will set forth their reasons in a memorandum to the Human Resources Office. A copy of this statement will be made available to the Union upon request.

4. Wage Rate of Employee Who Bumps Down.

(a) An employee who bumps down or takes a job in a lower classification shall be paid a rate determined as follows:

SERVICE AT TIME OF LAYOFF	RATE
25 years or more	Retain regular hourly rate held on date of receipt of notice of layoff (current rate)
20 to 24 years	95% of current rate.
15 to 19 years	90% of current rate.
10 to 14 years	80% of current rate.

All such rates are red-circle rates. The wage rate of an employee receiving a red-circle rate will be adjusted in accordance with Article V, Section 6. However, an employee receiving a red-circle rate will receive a shift differential, but the employee's rate with the differential shall not exceed the employee's regular rate immediately prior to layoff.

(b) A Project Technician or Senior Technician who bumps down or fills a lower level technician classification will get the rate of the lower classification or Technician A, whichever is higher. All other technicians when they bump down to a lower classification will get the rate of the lower classification.

(c) Any other employee who bumps down or takes a job in a lower classification shall be paid the present rate of the lower classification.

(d) An employee who has taken a job in a lower classification and is given the opportunity to fill a vacant position in accordance with Article XVIII, Section 3a, and who refuses such an offer shall receive a rate reduced to the rate of the classification in which then working.

(e) If the number of employees in the bargaining unit who are laid off in any consecutive 12-month period during the term of this Agreement exceeds 25% of the number of employees in the bargaining unit on July 2, 1990, the provisions of (a) and (b) above shall not apply to those employees receiving notices of layoff during the contract term and the rate of any employee who had previously received a higher rate under those provisions shall have the rate reduced to the rate

determined in (c) above, effective with the date it has been determined that this subsection (e) applies.

5. Reemployment Rights. Employees who have been laid off or who have taken a job in a lower classification after receiving notice of layoff, and who had 6 months or more of service at the time of layoff, shall be placed on a reemployment list and considered for reemployment in accordance with their seniority when vacancies in their classifications or in the next lower classifications in their occupational group occur. Such employees shall be given preference over outside applicants for employment, provided they are qualified and able to perform the vacant job at an acceptable level. An employee who has taken a job in a lower classification and is given the opportunity to fill a vacant position in accordance with Article XVIII, Section 3a, and refuses such an offer shall be removed from the reemployment list.

An employee who has qualified for long-term disability benefits, and then recovers, shall be placed on the reemployment list at the time of ability to return to work, with seniority credit to the date of disability, and shall be considered for reemployment as if laid off on the date able to return to work.

6. Reemployment Lists. Once an employee has refused an offer of a job comparable to the one held immediately prior to the layoff or has failed to reply to a notice of job opportunity within thirty (30) calendar days or has declined a job opportunity, the employee's name shall be removed from the seniority and reemployment lists. An employee shall otherwise remain on the list for one (1) year. At the end of one (1) year a registered letter shall be sent asking if the employee wishes to remain on the list. If the employee so indicates, the employee's name shall be kept on the list for an additional year. If no reply is received within thirty (30) calendar days, the employee's name shall be removed. Exceptions to this paragraph shall be made when employees are in the military service.

7. Notices of job opportunities under Part 6 of this Article shall be sent by registered mail to the laid-off employee's last known address. The employee shall be passed over unless the employee (a) accepts the opportunity within two (2) days after receiving it, or in any event within one (1) week after the date of the notice and (b) reports for work within one (1) week or on the date specified in the offer, whichever is later.

8. Status of Laid-Off Employees. Employees who have been laid off will continue to accrue seniority while they are on the reemployment list. They will not be eligible for vacation, holiday, sick leave, funeral leave, jury duty, military leave or other leave or pay provided under this Agreement for employees in active work status, nor will they be eligible to participate in the pension, group life insurance or Health Insurance plans, except that a laid-off employee may continue health insurance in accordance with the following schedule:

Less than 1 year of continuous service	2 months
One (1) but less than 10 years of continuous service	3 months
Ten (10) years or more of continuous service	6 months

Continuation coverage begins on the first day of the second month following the date of layoff. At the end of this time, the employee may continue health insurance coverage for the remainder of an 18-month period by paying the full cost of their coverage; or, if earlier, coverage may continue until the laid-off individual becomes covered by another employer's group health plan, if that plan does not exclude or limit coverage for any preexisting condition.

Employees who are recalled to work from the reemployment list will retain credit for service prior to layoff for purposes of determining their wage rate under Section 4a of this Article and for vacation eligibility and will have their prior sick leave credit restored.

Such employees will also retain credit for prior service for the purpose of determining credited service under Draper's Retirement Plan for Employees as amended.

For purposes of determining vacation eligibility, an employee who has been laid off and removed from the reemployment list and who is subsequently rehired, will receive credit for prior service less one (1) year for each year, or part thereof, that has passed since removal from the reemployment list.

Employees who are reemployed within 2 years of termination receive credit from previous service in determining their vacation allowance.

ARTICLE XX · Demotion and Discipline

No employee shall be demoted, discharged, or otherwise disciplined, without just and proper cause.

ARTICLE XXI · Performance of Bargaining Unit Work by Supervisors

1. Bargaining unit work shall not be performed by supervisory employees except in cases of emergency or for the purpose of training or instruction.

2. This provision is not intended to limit in any way the type or amount of work which may be performed by Staff members.

ARTICLE XXII · Discrimination

Draper, its supervisors, its foremen or other agents of Draper, shall not discriminate against any employee because of the employee's membership in the Union or because the employee is acting as an Officer or Representative of the Union or against any employee because of the exercise of his rights under this Agreement.

ARTICLE XXIII · Benefit Plans

Cafeteria Plan: Draper intends to maintain the Cafeteria Plan which includes Medical, Dental, Vision, Employee Life Insurance, and Flexible Spending Accounts; however, Draper will have the right to modify, from time to time, the benefits permitted under this Plan, conditions for their eligibility and contributions, following discussions with the Union. For the terms of this agreement, Draper agrees to maintain the same cost sharing ratio as provided to all other Draper employees.

Retirement Plans: Draper agrees to continue for employees covered by this Agreement membership in the following Draper retirement plans:

(1) The Retirement Plan for Employees (with no further 10% compensation credits or formula benefit accruals as of December 31, 2017, no paychecks issued after 2017 will count)

(2) The Retirement Plan for Draper Employees (with Draper 10% contributions and required employee contributions of 5%.)

Supplemental Retirement Annuity: Draper will permit employees to contribute to a Supplemental Retirement Annuity in accordance with Internal Revenue Service regulations. Draper's Benefits Office will individually calculate the maximum amount for any employee who wishes to make such contributions.

Tuition Assistance: Draper offers financial assistance for continuing education toward a certification or a degree-producing program offered by an accredited institution. For the terms of this agreement, Draper agrees to maintain the same program as provided to all other Draper employees.

Children's Scholarships: Children of employees who were employed by Draper on or before June 30, 1978, who attend MIT as a regular student will receive a half-tuition scholarship.

Death Benefit: The death benefit for employees who retire from Draper and die after having reached age 70 is $3,500.

ARTICLE XXIV · Use of Contractor Personnel

The following provisions shall govern the engagement of contractor personnel to perform bargaining unit work for temporary periods at Draper facilities in Cambridge, Bedford, and surrounding areas:

1. Draper will notify the Union, as far as is practical in advance, before bringing in such personnel. Draper will promptly notify the Union of the names, location and starting dates of such contractor personnel.

2. Contractor personnel will not be brought in if there are qualified bargaining unit employees on layoff who are willing and able to perform the work, nor will they be brought in if this would cause any member of the bargaining unit to be laid off.

3. The upgrading opportunity of bargaining unit employees (as set forth in Article XVIII, Part 2a) will not be diminished by the use of such personnel.

4. Contractor personnel will not be retained for more than six months. The six-month period will not be extended where one contractor personnel is substituted for another on the same job. However, if a contractor personnel

is hired as an employee of Draper, that employee will be considered to be employed by Draper as of the date of hire as an employee for purposes of seniority, sick leave, vacation, layoff notice and severance pay, and eligibility for benefits; and will be required to join the Union.

5. This Agreement does not apply to outside personnel working at Draper facilities for the purpose of training as required by the sponsoring agency.

6. Disputes as to the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

ARTICLE XXV · Equal Opportunity

Affirmative Action. Draper is an affirmative action employer. Accordingly, this agreement incorporates the requirements of 41 CFR § 60-1.4(a)(7) and 29 CFR Part 471, Appendix A to subpart A, as applicable. 41 CFR 60-300.5(a). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300-5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. 41 CFR 60-741.5(a). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

The parties hereby agree to Affirmative Action in providing employment opportunities for members of minority groups and women under Executive Order 11246 and 11375, individuals with disabilities under Section 503 of the Rehabilitation Act of 1973, and Disabled Veterans and Veterans of the Vietnam Era under Section 402 of the Veterans Era Veterans Readjustment Act of 1974 as amended.

The parties further agree not to tolerate any behavior, verbal or physical conduct by, which constitutes sexual harassment of another employee as outlined in the EEOC Sex Discrimination Guidelines, and Human Resources Policies and Procedures.

ARTICLE XXVI · Birth/Adoption Leave and Family Medical Leave

Draper's policies on birth/adoption leave and family medical leave are incorporated by reference in this Agreement. Nothing contained in these policies will affect the seniority rights of any individual under this Agreement.

ARTICLE XXVII · Effective Date and Termination

This Agreement shall become effective as of June 20, 2020, and ends on June 28, 2024., and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) days prior to the expiration of the above stated contract period or any subsequent year to the existence of this Agreement.

Any notice required by this Agreement may be sufficiently given by written notice delivered or mailed by registered mail to the Principal Director, Human Resources and to the President of the Union.

IN WITNESS WHERE OF *the parties hereunto set their hands and seals by their duly authorized officers and on the day and year first above written In the presence of:*

Charles Stark Draper Laboratory, Inc. and The Research, Development and Technical Employees' Union

DRAPER	UNION
Bob Durkin	David Gay
Dariusz Pryputniewicz	James King, Jr.
Jenn Bulens	Kevin Hoxie
Kathyr Ranger	Luis Almeida
Nick Woodside	Richard Landry
Richard Flanagan	Robert Newayno
Will McFarland	Roger Shields
	William Gibbs

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APPENDIX A · Wage Schedule and Increases

CLASSIFICATION	TITLE	CURRENT	6/20/2020
Technicians			
	Project Tech.	$43.96	$45.32
	Senior Tech.	$40.58	$41.84
	Tech A	$35.71	$36.82
	Tech B	$31.50	$32.48
	Tech C	$27.52	$28.37
	Lab Assistant	$22.88	$23.59
Trades & Mechanics			
	Proj. Machinist/Instrument Maker	$43.96	$45.32
	Machinist A	$40.58	$41.84
	Machinist B	$35.71	$36.82
	Shop Helper A	$27.52	$28.37
	Shop Helper B	$22.88	$23.59
	Project Mechanic	$42.46	$43.78
	Mechanic A (Maint)	$38.19	$39.37
	Mechanic B	$33.72	$34.77
	Mechanic B (Maintenance)	$33.72	$34.77
	Mechanic B (Maint/Cust)	$33.72	$34.77
	Utility Person A (Maintenance)	$31.48	$32.46
	Utility Person B (Maint)	$29.51	$30.42
	Shop Helper A (Maint.)	$27.52	$28.37
	Senior Metalsmith	$43.96	$45.32
	Metalsmith A	$40.41	$41.66
	Metalsmith B	$35.71	$36.82
	Carpenter	$42.88	$44.21
	Electrician	$42.88	$44.21
	Plumber (Maintenance)	$42.88	$44.21
	HVAC Mechanic (Maintenance)	$42.88	$44.21
	Painter	$37.67	$38.84
	Security Systems Tech-Locksmith	$43.96	$45.32

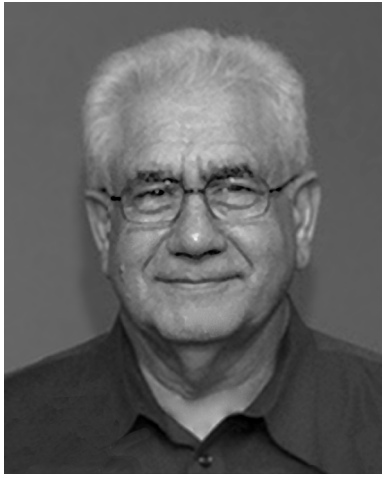
Stock Clerk			
	Sr. Stock Clerk/Admin. Asst.	$35.79	$36.90
	Sr. Stock Clerk	$31.49	$33.44
	Stock Clerk	$26.59	$28.24
Custodian & Utility			
	Driver	$26.79	$28.45
	Driver-Utility	$29.52	$30.44
	Custodian	$21.73	$22.40
	Matron Custodian	$23.06	$23.77
	Porter Custodian	$23.06	$23.77
	Utility-Person	$27.87	$28.73
	Utility Person B (Maint)	$29.51	$30.42
Audio Visual			
	Sr. Audio Visual Specialist	$40.16	$41.40
	Audio-Visual Specialist	$37.19	$38.34
	Audio-Visual Operator A	$35.71	$36.82
	Audio-Visual Operator B	$31.50	$32.48
	Audio-Visual Operator C	$27.52	$28.37
Photographer			
	Photographer A	$42.13	$43.44
	Photographer B	$32.78	$33.80
	Photographer C	$27.52	$28.37
Graphic Arts			
	Sr. Offset Pressman Four Color	$40.65	$41.89
	Sr. Offset Pressman 22/28	$40.65	$41.89
	Reproduction Worker A	$35.71	$36.82
	Reproduction Worker	$31.50	$32.48
	General Reporduction Assistant	$27.52	$28.37
	General Reproduction Helper	$22.88	$23.59
Inspectors			
	Sr. QA Inspector	$43.96	$45.32
	Inspector A	$40.55	$42.14
	Inspector B	$35.71	$36.82
	Inspector C	$31.50	$32.72

APPENDIX B · Memorandum of Agreement

Draper and the RDTEU have agreed to form a Committee comprised of Draper Management and RDTEU Board Members to review during the term of this Agreement 1) the RDTEU Apprentice Program; 2) the educational requirements for the jobs that fall within the Technician classification; and 3) Union hiring.

NOTES

NOTES



In Memory of Luis "Lou" Almeida
1955-2020
Draper Executive Board Member

This book is dedicated to Lou for his devotion, dedication, and passion to The Research, Development and Technical Employees' Union and for his almost 25 years of service to Draper.

