

**COLLECTIVE BARGAINING AGREEMENT  
CONTRACT NEGOTIATIONS**

**BETWEEN**

**JACOBS TECHNOLOGY INC.**

**Engineering and Science Contract  
(ESC) CONTRACT**

**And**



**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

**and its**

**DISTRICT No. 37  
LOCAL LODGE 1786**

**LYNDON B. JOHNSON SPACE CENTER (JSC)**

**February 1, 2011**

TABLE OF CONTENTS

AGREEMENT ..... 1

**01.00 RECOGNITION**

**SECTION**

01.00 Recognition..... 2  
01.01 Customer Relations..... 2

**02.00 CHECKOFF AND UNION SECURITY WHEN PERMITTED BY LAW**

**SECTION**

02.01 Savings Clause ..... 2  
02.02 Representation..... 2  
02.03 Present Employees ..... 3  
02.04 New Employees ..... 3  
02.05 Member Requirements ..... 3  
02.06 Check Off..... 3

**03.00 MANAGEMENT RIGHTS**

**SECTION**

03.01 Management Rights ..... 4  
03.02 Non-Bargaining Employees Performing Bargaining Unit Work..... 4

**04.00 SUCCESSOR CLAUSE**

**SECTION**

04.01 Provisions..... 5  
04.02 Intent ..... 5

**05.00 SECURITY REGULATIONS**

**SECTION**

05.00 Defined..... 5

**06.00 NOTICE TO PARTIES**

**SECTION**

06.00 Defined..... 6

**07.00 WRITTEN AMENDMENTS TO AGREEMENT**

<b>SECTION</b>	
07.00 Defined.....	6
<b>08.00 MASCULINE – FEMININE REFERENCES</b>	
<b>SECTION</b>	
08.00 Defined.....	6
<b>09.00 COMPLIANCE AGREEMENT</b>	
<b>SECTION</b>	
09.00 Defined.....	6
<b>10.00 SUBCONTRACTING</b>	
<b>SECTION</b>	
10.00 Defined.....	7
<b>11.00 HEALTH AND SAFETY CONDITIONS</b>	
<b>SECTION</b>	
11.00 Defined.....	7
<b>12.00 MACHINISTS NON-PARTISAN POLITICAL LEAGUE</b>	
<b>SECTION</b>	
12.01 Deduction Guidelines.....	8
12.02 Termination Clause.....	8
<b>13.00 NEW TECHNOLOGY</b>	
<b>SECTION</b>	
13.00 Defined.....	8
<b>14.00 UNION-COMPANY RELATIONS</b>	
<b>SECTION</b>	
14.01 Union Agreement with Objectives.....	9
14.02 Equal Employment Opportunity .....	9
14.03 No Discrimination in Employment or Adverse Effect by Reason of Union Membership.....	9
14.04 Union Bulletin Boards and Posting Notices.....	9
<b>15.00 PAYROLL DEDUCTIONS - COMPANY REIMBURSEMENT</b>	

**SECTION**

15.01 Payroll deductions may be made to reimburse the Company as follows: ..... 10

**16.00 STRIKES AND LOCKOUTS**

**SECTION**

16.00 Defined (Section 16.01 – 16.07)..... 10

**17.00 INFORMATION FURNISHED TO THE UNION**

**SECTION**

17.01 The Company shall provide the Union with the following information ..... 11

**18.00 STEWARD REPRESENTATION**

**SECTION**

2  
18.04 Steward Units ..... 12  
18.05 General Rules ..... 12  
18.06 Permission to leave work station ..... 13  
18.07 Introduction of New Employees to Stewards ..... 13

**19.00 DRUG FREE WORK PLACE**

**SECTION**

19.00 Defined (Section 19.01 – 19.07) ..... 13-14

**20.00 PROCEDURE FOR DISCIPLINARY ACTION**

**SECTION**

20.01 Employee Rights ..... 14  
20.02 Company Procedure ..... 14

**21.00 HOURS OF WORK AND PREMIUM PAY**

**SECTION**

21.01 Work Week and Work Day ..... 14  
21.02 Shift and Shift Premium ..... 15  
21.03 Overtime Pay ..... 16  
21.04 Lost Time ..... 16  
21.05 Report/Call-In Time ..... 16  
21.06 Call-Back Time ..... 17  
21.07 Incentive Plan For Test Crewpersons or Lock Observer(s) ..... 17  
21.08 Fluid Systems Development Technician – Pyrotechnics Handlers ..... 18  
21.09 Letter of Understanding dated August 24, 2006 (See Supplement B) ..... 18

## **22.00 GRIEVANCE PROCEDURE**

### **SECTION**

22.01	Defined.....	18
22.02	Initial Meeting.....	19
22.03	Time Limit to File Formal Grievance.....	19
22.04	Steps 1, 2, 3 and 4.....	19
22.05	Company Responses Outside of Time Limits.....	20
22.06	Effect of the Union Failure to Comply with Time Limitations.....	20
22.07	Effect of the Company Failure to Comply with Time Limitations.....	20
22.08	Arbitration Time Limit.....	20
22.09	FMCS Panel Request.....	21
22.10	Arbitrator Decision and Costs.....	21
22.11	Arbitrator's Powers.....	21
22.12	Time Limits Extensions.....	21
22.13	Employee Representation Limits.....	21
22.14	Employee Rights.....	21

## **23.00 PLANT VISITATIONS**

### **SECTION**

23.01	Access to JSC.....	21
23.02	Visitation Guidelines.....	21

## **24.00 SENIORITY**

### **SECTION**

24.01	Purpose and Definitions.....	22
24.02	Definitions.....	22
24.03	Probationary Period.....	22
24.04	Acquiring Seniority.....	23
24.05	Loss of Seniority.....	23
24.06	Accumulating Seniority.....	23
24.07	Departmental Seniority Units.....	24
24.08	Promotions/Job Posting/Lateral Transfers.....	24
24.09	Temporary Lead Up-grade.....	25
24.10	Recall.....	26-27
24.11	Transfers, Reclassifications and Shift Changes.....	27
24.12	General Layoff Procedure.....	28
24.13	Exercising Seniority Within General Layoff Procedure.....	29
24.14	Temporary Layoff.....	30
24.15	Leadperson.....	30
24.16	Leaves of Absence.....	31

**25.00 ANNUAL LEAVE**

**SECTION**

25.01 Computation of Credit..... 31  
25.02 Vacation Accrual Rate..... 32  
25.03 Unused Vacation Credit..... 32  
25.04 Vacation Award ..... 32  
25.05 Use of Vacation Credits..... 32  
25.06 Vacation Request..... 33  
25.07 Terminations ..... 33

**26.00 SICK LEAVE**

**SECTION**

26.01 Accumulation of Sick Leave..... 33  
26.02 Sick Leave Pay ..... 33  
26.03 Time Charge..... 34  
26.04 Sick Leave Payout..... 34  
26.05 Reserve Credits ..... 34  
26.06 Use of Sick Leave ..... 34  
26.07 Sick Leave Shall Be Granted Under the Following Conditions:..... 34  
26.08 Sick Leave Payment Approval..... 34  
26.09 Depleted Sick Leave Guidelines ..... 34  
26.10 Leave of Absence Guidelines ..... 35  
26.11 Termination..... 35  
26.12 Successor of Contractor Requirement ..... 35  
26.13 Bereavement..... 35  
26.14 Jury Pay..... 35

**27.00 HOLIDAYS**

**SECTION**

27.01 Holidays Granted ..... 36  
27.02 Designation of Holiday Falling on Saturday or Sunday ..... 37  
27.03 Holiday Pay..... 37  
27.04 Holiday Pay Eligibility ..... 37  
27.05 Temporary Employee Pay..... 37  
27.06 Working Rate of Pay..... 37  
27.07 Administrative Leave ..... 37  
27.08 Adverse Weather ..... 37

**28.00 REST PERIOD**

**SECTION**

28.01 Lunch Period..... 38  
28.02 Rest Period..... 38

**29.00 TRAINING**

**SECTION**

29.01 Educational Opportunities ..... 38  
29.02 Training..... 38  
29.03 Cross Training..... 39  
29.04 Cross Craft Utilization..... 39

**30.00 MILITARY DUTY**

**SECTION**

30.01 Payroll Guidelines Outlined..... 39  
30.02 Payroll Guidelines Defined..... 39  
30.03 Regular Base/Make Up Pay Defined ..... 39

**31.00 GENERAL PROVISIONS**

**SECTION**

31.01 Defined (Sections 31.01 – 31.10) ..... 40-41

**32.00 EFFECTIVE DATE AND PERIOD OF AGREEMENT**

**SECTION**

32.00 Defined..... 41

**33.00 401(K) SAVINGS PLAN**

**SECTION**

33.01 Eligibility and Company Match..... 41

**34.00 OTHER BENEFITS**

**SECTION**

34.01 Short Term Disability ..... 42  
34.02 Long Term Disability ..... 42  
34.03 401(k) Saving Plan ..... 42  
34.04 Basic Life Insurance..... 42  
34.05 Supplemental Life Insurance ..... 42  
34.06 Spouse Life Insurance ..... 42  
34.07 Children Life Insurance ..... 42  
34.08 Accidental Death & Dismemberment Insurance ..... 42  
34.09 Travel Accident..... 43  
34.10 Medical, Dental, Vision, Prescription Drug Coverage ..... 43  
34.11 Flexible Spending Accounts ..... 43  
34.12 Employee Assistance Program (EAP) ..... 43

34.13	Long Term Care Insurance .....	43
34.14	Tuition Reimbursement Limit .....	43
34.15	Employee Stock Purchase Plan (ESPP) .....	43
34.16	Workers' Compensation (Risk Management).....	43
34.17	IAMAW Pension Plan .....	44

**35.00 JOB CLASSIFICATIONS**

**SECTION**

35.01	Job Classification Assigment.....	44
35.02	Job Description .....	44
35.03	Job Classification .....	44 - 45

**APPENDIX 'A'**

Job Classifications and Grades.....	46-47
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**SUPPLEMENT 'A'**

Overtime Distribution Procedure .....	48-55
---------------------------------------	-------

**SUPPLEMENT 'B'**

Classifications Wage Schedule .....	56
-------------------------------------	----

**SIGNATURES OF THE PARTIES**

Signature Page .....	57
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## **AGREEMENT**

THIS AGREEMENT is entered into by and between Jacobs Technology Inc., doing business as Jacobs Technology (hereinafter referred to as the "Company") and Local Lodge 1786, District 37 of the International Association of Machinists and Aerospace Workers (hereinafter referred to as the "Union"). The Engineering and Science Contract ("ESC") Contract is located at Lyndon B. Johnson Space Center ("JSC"), Houston, in the State of Texas (Contract NNJ05HI05C for the Engineering and Support Contract). The ESC Contract obtains work principally from the NASA/JSC Engineering Directorate. However, from time to time, the Company obtains work from other NASA sources, or Jacobs Technology may assign work from other governmental agencies and companies to the ESC Contract. This agreement evidences the desire of the Company and the Union to promote and maintain harmonious relations between the Company, its employees, as such employees are hereinafter defined, and the Union as their representative.

The purpose of this Agreement is to insure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among Employees and between Employees and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its Employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company and the Employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement for their mutual interests to establish wages, hours, and working conditions, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the Employees covered hereby.

NOW, THEREFORE, the parties agree as follows:

## **01.00 RECOGNITION**

### 01.00 Recognition

For the period of this Agreement, the Company recognizes the Union as the exclusive bargaining agent for all of the herein after defined employees of the Company for the purpose of collective bargaining in respect to rates of pay, wages, hours and other employment conditions employed by the Company at Johnson Space Center and herein designated to be those job classifications as agreed upon in Appendix A, attached hereto and made a part of this Agreement; exclusive of all other employees, including all office clerical employees, guards, and supervisors as defined by the National Labor Relations Act. The word "employee" or "employees" as used in this Agreement means all employees of the Company employed in the job classifications established pursuant to the provisions of Appendix A.

01.01 Customer Relations - It is understood that the company is engaged in providing services under contract to customers who normally maintain the ultimate program responsibility. It is not the intent of this agreement to approve action or to establish restrictions which are outside the operating practice of the contract performance.

01.01.01 The Company is redirected from time to time in certain of its activities and specifically reserves the prerogative of redirecting or reassigning personnel in response to such redirection.

01.01.02 In some circumstances the Company is directed to relinquish certain functions to customer personnel or to personnel from other government organizations. None of the agreements regarding work rules are intended to preclude prompt and complete response by the Company to such direction.

01.01.03 The Company must be responsive to needs of its customer, but will not cite customer needs as a means of circumventing this Agreement.

## **02.00 CHECKOFF AND UNION SECURITY WHEN PERMITTED BY LAW**

02.01 Savings Clause - The parties hereto recognize that, under presently existing State and Federal laws, employment and retaining employment may not be conditioned on membership in a union. Therefore, the following Sections 02.02, 02.03, 02.04 and 02.05 shall be of no force and effect while such laws are in operation. In the event, however, that during the period of this Agreement such laws are repealed or amended to permit such provisions, they shall become subject to negotiations between the Company and the Union.

02.02 Representation - The National Labor Relations Board, having conducted an election among the Company's Employees engaged in the work covered by this

Agreement, to the effect that by the vote of a majority of Company's Employees covered by this Agreement, the Union has been designated as the collective bargaining representative of the Employees covered by this Agreement and has been authorized to enter into an Agreement on behalf of said Employees requiring Union membership as a condition of employment, the Company and Union hereby agree that the work covered by this Agreement shall be conducted on a union shop basis when permitted by law. (See Savings Clause, 02.01 above.)

02.03 Present Employees - The Employees of the Company covered by this Agreement who are at present members of the Union shall, as a condition of employment, remain members in good standing of the Union as provided in the Union's Constitution and By-Laws (See Savings Clause, 02.01 above.)

02.04 New Employees - New Employees in classification covered by this Agreement shall, as a condition of employment, be required to become members of Union within sixty (60) days following the date of their employment, in conformity with the provisions of the Labor Management Relations Act of 1947 (See Savings Clause, 02.01 above.)

02.05 Member Requirements - Any Employee covered by the terms of this Agreement who fails to tender the usual initiation fee and to become a member in the time specified here, unless refused membership by the Union, or who fails to remain in good standing of the Union by the payment of the usual dues, assessments, fines or other customary financial requirements, shall upon written notice to the Company by the Union be released from employment no later than five (5) workdays after receipt of such notice by the Company. (See Savings Clause, 02.01 above.)

#### **02.06 Check Off**

02.06.01 It is agreed between the Company and the Union that any employee of the Company who is or may hereafter become a member of the Union may authorize the collection of union dues by the signing of a Voluntary Check-off Authorization Card as provided by the Union. "Dues" as used in this Section 02.06, shall not include fines, penalties, or assessments.

02.06.02 Deductions for that portion of the Union membership dues shall be in an amount equal to one month's dues.

02.06.03 Deductions for Union membership dues shall be made from the employee's paycheck for the first two pay periods in each month in the amount certified by the financial secretary of the local lodge (certified on a yearly basis), authorized by the employee on the authorization card. In the event a deduction for such dues is not made on one or more consecutive regular payroll deduction dates due to lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date that employee has sufficient earnings, one double deduction shall be made. This is the maximum deduction allowable.

02.06.04 Such payroll deduction shall begin within two weeks subsequent to receipt by the Payroll Department of the Company of the authorization cards provided. Such dues will be mailed to the address provided by the Union by the tenth day of the following month.

02.06.05 The Company's obligation to make such deductions shall terminate in the event the employee shall cease to be a represented employee or upon receipt by the Company of written revocation from the Union of such authorization card as defined in, Section 02.06.01 of this agreement.

02.06.06 Both the Union and the Company shall have the right to notify employees of the provision of this Section.

02.06.07 If a dispute arises in connection with the application of this section and a settlement is not reached between the Company and the Union, such dispute shall be referred directly to Step 3 of the grievance procedure in accordance with the provision of this agreement.

02.06.08 The Union agrees to indemnify and hold the Company harmless from any and all claims, actions, liabilities, or damages resulting from deductions made pursuant to this Section including all costs and attorneys' fees incurred by the Company in defending any such action, with the exception of any suit brought by the Union itself against the Company for failure of the Company to comply with this article.

### **03.00 MANAGEMENT RIGHTS**

03.01 Management Rights - Except as expressly and specifically limited by the terms of this Agreement, the Company has and will retain the right and power to manage its facilities and direct the working forces including the right to hire and, for just cause, discipline, suspend, or discharge its employees; the right to determine when layoff is necessary or advisable; and the right to classify, promote, demote, and transfer its employees, subject to the provisions of this Agreement.

#### 03.02 Non-Bargaining Employees Performing Bargaining Unit Work

Non-Bargaining Unit employees shall not displace any Employee covered by the Agreement. However, it is understood and agreed that Non-Bargaining Unit personnel may perform work of Employees covered by this Agreement under the following conditions:

03.02.01 In the instruction or training of bargaining unit employees;

03.02.02 Under emergency conditions;

03.02.03 When an employee fails to report to work and other qualified employees are not available;

03.02.04 Where conditions exist where immediate action is required in order to prevent injury to employees or damage to Company or customer property or equipment;

03.02.05 For work incidental to the duties of the supervisory classification;

03.02.06 In order to prevent injury to employees or damage property;

03.02.07 In the performance of necessary work when production difficulties are encountered or when regular employees are not immediately available;

03.02.08 In circumstances which are required to insure the quality of performance and/or satisfaction of the Company's obligation and responsibility as a contractor to the Federal Government.

#### **04.00 SUCCESSOR CLAUSE**

04.01 The provisions of this Agreement shall be binding upon the Company and its successors, assignees or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership of management of the Company.

04.02 It is the intent of this Article to promote industrial peace and harmony, to insure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

#### **05.00 SECURITY REGULATIONS**

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government. Accordingly, in the event that any United States governmental agency concerned with the Company's security regulations advises the Company, in writing, that any employee in the bargaining unit is restricted from work on, or access to, classified

information or material, the Company will do whatever is necessary to comply with its security obligations to the Government. An employee found guilty of violating U.S. security regulations will be terminated. Other cases will be treated as if the employee does not fulfill qualifications for the job.

#### **06.00 NOTICE TO PARTIES**

Unless another method for the providing of notices called for under this Agreement is specifically provided for elsewhere in this Agreement, any notice sent to the other party using the United States mail, certified return receipt requested, shall be considered properly served as of the date of the postmark. Both Parties agree that, with the advancement of computer systems and the value added with ability to send information quickly, use of e-mail will be an accepted practice of exchanging information. Confirmation of acceptance will be done with the electronic exchange and a follow-up phone call to confirm receipt. Any documentation requiring signatures will be processed through the United States mail.

#### **07.00 WRITTEN AMENDMENTS TO AGREEMENT**

This Agreement may be amended or modified from time to time only in writing by mutual agreement, and such amendment or modification shall become part of this Agreement. Such amendment will be signed for the Company by the Manager, Human Resources Department and the Human Resources Representative, and for the Union by the Business Representative and the Chief Steward.

#### **08.00 MASCULINE – FEMININE REFERENCES**

In construing and interpreting the language of this Agreement, reference to the masculine such as “he”, “him”, or “his” shall include reference to the feminine.

#### **09.00 COMPLIANCE AGREEMENT**

The Company and the Union agree to comply with all Federal, State, and local laws that affect the terms and conditions under this Collective Bargaining Agreement. Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## **10.00 SUBCONTRACTING**

It is understood that subcontract arrangements are now and will be utilized from time to time to perform bargaining unit work in the interest of economy, timeliness of performance, and/or customer confidence or direction. The Company will not use subcontracting as a means to reduce the regular bargaining unit work force, nor will any bargaining unit employee be laid off as a result of contracting out. The Company will meet with the Chief Steward, if requested, on a monthly basis to discuss these situations.

## **11.00 HEALTH AND SAFETY CONDITIONS**

11.01.01 The Company agrees to maintain working conditions conducive to the health and safety of employees in accordance with the laws of the United States, of the State of Texas, and of any municipal authority having cognizance over the Company.

11.01.02 In recognition of this, the Union may select at least one representative on each Company Safety Committee. Safety bulletins will be published by the Company's Safety and Environmental Health section as required. In addition, any safety committee established by the Company at the department level will have at least one bargaining unit employee, and the minutes of any committee meetings will be posted in the applicable department.

11.01.03 Protective clothing and other safety devices, such as safety glasses and hard hats, and respiratory protection equipment required for protection against illness or bodily injury will be furnished by the Company. Prescription-ground safety glasses broken or irreparably damaged during the performance of an employee's job duties shall be replaced by the Company at no cost to the employee.

11.01.04 Where the Company deems it advisable, physical examinations will be provided for employees whose job duties include any hazardous equipment, physical requirements, or potentially dangerous or toxic chemicals.

11.01.05 Employees who perceive that a job assignment is unsafe or might unduly endanger the employee's health shall report these conditions to the Management Representative. If the Management Representative and the employee cannot resolve the situation, a Safety and Environmental Health professional shall be consulted. No employee shall be disciplined for not performing an assignment that they perceive to be unsafe, unless the Safety and Environmental Health Professional and the Operational supervisor has determined the assignment to be safe in writing, and the employee still refuses to do the assignment.

11.01.06 In the event an employee becomes ill while at work and a Company doctor advises that the employee should not drive, use public carriers, or wait for a usual ride,

the Company shall arrange for suitable transportation to the hospital or the employee's home.

## **12.00 MACHINISTS NON-PARTISAN POLITICAL LEAGUE**

12.01 Deduction Guidelines - The Company will deduct from the employee's wages and turn over to the Treasurer of the Machinists Non-Partisan Political League (MNPL) contributions by any employee who desires to make such contributions to said MNPL and who individually and voluntarily authorizes the Company in writing on an authorization form, mutually agreed to between the Company and the Union to make such deductions. All funds so deducted shall be forwarded once each month to the Treasurer of the MNPL, accompanied by a record stating the name of the employee, social security number and amount contributed and so deducted. Such deductions shall be made in accordance with instructions on said authorization card which has been delivered by the Union to the Payroll Department of the Company, and shall be deducted each week from the employee's paycheck for that week while the employee is on the active payroll.

12.02 Termination Clause - This Section shall be terminated in the event cognizant administrative authority determines that the cost of implementing the withholding procedure for the MNPL program must be borne by the Union unless the Union agrees to bear such costs.

## **13.00 NEW TECHNOLOGY**

The Union and the Company agree that employee job security may be affected by the Company's introduction and utilization of new machinery and equipment such as automated machines and robots. The term "new technology" shall be defined as the installation or introduction of automated manufacturing machines, processing equipment, robots, and computer-aided manufacturing systems which cause the direct elimination of work which has been performed manually by an hourly represented employee. Technological advances such as those referred to in this Section necessitate changes that could affect jobs and the employees assigned thereto. In recognition of the Union's expressed concerns, the Company will assure that the employees whose jobs are directly or indirectly eliminated by the introduction of new machinery and equipment will be offered retraining in the event that equivalent job opportunities are not available. Normally, this training will be accomplished on the employee's own time or, if the customer provides additional funding for training, will be accomplished on Company time. This training is intended to provide equal or better job opportunities than would have existed had the new machinery or equipment installation not occurred. Such training will only be for a job for which the Company foresees a requirement.

## **14.00 UNION-COMPANY RELATIONS**

### **14.01 Union Agreement with Objectives**

The Union agrees with the objective of achieving the promotion of orderly and peaceful relations with the Company and its employees and uninterrupted activities by the ESC Program Office in support of the National Aeronautics and Space Administration, and will not take, authorize, or condone any action that interferes with the attainment of such objectives.

### **14.02 Equal Employment Opportunity**

The Company and the Union agree that this Agreement and the application of this Agreement will be consistent with the applicable laws and regulations governing Equal Employment Opportunity. It is agreed that there shall be no discrimination by the Company or by the Union against any employee or applicant for employment by reason of race, color, creed, religion, national origin, age, sex, or Public Law 93-112 known as the Rehabilitation Act of 1973.

### **14.03 No Discrimination in Employment or Adverse Effect by Reason of Union Membership**

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement, nor will it elicit any discrimination, coercion or intimidation. Neither the Union, nor its members or any one acting for or on behalf of the union shall not discriminate, coerce or intimidate any employee who chooses not to become a member of the Union and such refusal to become a member shall not be the cause of interference with Company operations.

#### **14.03.01 Solicitation of Membership**

Employees and Union Representatives shall not solicit Union memberships or collect dues on Company property on Company time, although, such activities may be conducted by employees on Company property on the free time of the employees.

### **14.04 Union Bulletin Boards and Posting Notices**

14.04.01 The Company shall provide bulletin board(s) at location(s) in each building as mutually agreed to between the Company Human Resources Office and a duly authorized Officer of the Union.

14.04.02 Bulletin boards are the method to be used by the Union for distributing information on Company and Customer property and other methods (e. g., distribution by employees or the Union of any other literature) are not permitted. Bulletin boards may be used by the Union for posting of the following notices:

- (1) Notices of Union business
- (2) Notices of Union elections
- (3) Notices of Union appointments and results of Union elections,
- (4) Notices of Union recreational and social affairs
- (5) Such other notices as may be mutually agreed to

14.04.03 Any change in the number or location of such bulletin boards will be decided by the Company and the steward of the concerned location.

14.04.04 There shall be no distribution or posting by the Union; or by employees, of advertising or political material, notices or any other kinds of literature on the Company's property other than hereto provided.

## **15.00 PAYROLL DEDUCTIONS - COMPANY REIMBURSEMENT**

**15.01** Payroll deductions may be made to reimburse the Company as follows:

15.01.01 All reasonable costs of tools, clothing and equipment issued to any employee but not returned because of negligence in care and use. An employee so charged shall be reimbursed by the Company in the event of the subsequent return of such tools, clothing, and equipment to the Company.

15.01.02 For money paid by the Company to an officer of the law for any indebtedness of an employee, provided demand is made upon the Company according to law.

15.01.03 For any indebtedness due to the Company.

15.01.04 For any loans or advances made to the employee by the Company.

## **16.00 STRIKES AND LOCKOUTS**

16.01 For the duration of this Agreement, the Union agrees that it shall not cause or engage in any strike, slowdown, or stoppage of work, and the Company agrees that it shall not cause or engage in any lockout.

16.02 In the event of a breach by the Company or the Union of the provisions of this Article, the Company or Union may abrogate this entire Agreement.

16.03 Either party shall be relieved of the obligation in this Article in the event of failure of the other party to comply with an arbitration award made within the authority of this Agreement.

16.04 Any action by a Union Steward which is not authorized, concurred in, or supported by the Union will not constitute a breach of this Agreement on the part of the Union for purposes of this paragraph.

16.05 Any Employee or Employees, individually or collectively, who shall cause or take part in any violation of this Section shall be disciplined or discharged by the Company. The degree of such disciplinary action or discharge shall be reviewable through the grievance procedure of this Agreement, for the purpose of determining whether or not the grievant actually participated in such action and to determine if the degree of such discipline was appropriate.

16.06 In the event of a violation of this Section, the Union, its Officers or agents agree that it will use its best efforts to end such prohibited conduct, utilizing every possible means.

16.07 Any claim that either party had violated the terms of this Article 16.00 may be taken up as a grievance in accordance with Article 22.00 of this agreement.

## **17.00 INFORMATION FURNISHED TO THE UNION**

17.01 The Company shall provide the Union with the following information:

17.01.01 Quarterly, three (3) copies to the Business Representative and Chief Steward of the seniority listing of all employees in the bargaining unit. The listing shall include employee name, department number, job code, job classification, seniority date, and wage rates.

17.01.02 Monthly, a listing of all employees on dues check-off, along with a check for the amount deducted, to the financial secretary.

17.01.03 One (1) copy of an attrition list (hire, rehire, recall, termination, layoff, prolonged leave of absence, promotion, reclassification, shift or department change) to the Chief Steward as it occurs.

17.01.04 For the Business Manager, a listing of the lost time occupational injuries for the month to include employee name, department, and date of the injury, as they occur.

## 18.00 STEWARD REPRESENTATION

18.01 The Union may be represented by Stewards who shall have such duties, rights, and privileges as are provided for in this Agreement.

18.02 The Union agrees to provide the Company, in writing, the names of the employees selected to act as Stewards and the name of the Chief Steward. These Stewards shall not function or be recognized until such written notice of their appointment has been received by the Company. The Company will continue to recognize such Stewards in that capacity as long as they are employed by the Company, or until the Company is notified in writing to the contrary by the Union.

18.03 A steward shall be a full-time non-probationary employee, who has acquired a minimum of six months seniority, and who is assigned to work in the Steward Unit of the employees represented.

### 18.04 Steward Units

18.04.01 A "Steward Unit" shall be comprised of one (1) or more buildings where the Company performs work by shift. There shall be at least one (1) Steward in each Steward Unit. The number of Stewards authorized for each Steward Unit shall be in accordance with the following table:

<u># Employees</u>		<u># Stewards</u>
<u>Min</u>	<u>Max</u>	
0	50	1
51	100	2
101	150	3
151	200	4

18.04.02 The number and location of Stewards and the location of the Chief Steward shall be initially set by mutual agreement and adjusted by mutual agreement when representation exceeds the ratios outlined in the table above.

### 18.05 General Rules

18.05.01 Each properly designated Steward shall be authorized to devote time during normal working hours, without loss of pay, for reasonable periods to perform the duties as outlined in this Agreement. For the purpose of promptly investigating and settling or adjusting disputes, grievances or complaints arising out of interpretations or alleged violation of the terms and conditions of this Agreement. The Chief Steward shall be present at the second (2<sup>nd</sup>) step of the grievance procedure as provided herein.

18.05.02 A Steward may consult the Chief Steward in the processing or investigation of grievances.

18.05.03 Stewards are subject to all Company rules regarding the conduct of employees.

18.05.04 When performing duties as a Steward, the Steward shall report first to their place of work (1) at the commencement of their regular shift, (2) after any lunch period, and (3) immediately upon completion of any duties as a Steward.

18.05.05 Stewards will cooperate with the Company in reducing to a minimum the time spent in investigating, presenting and adjusting grievances. The privilege of stewards to devote time during their normal working hours to the activities herein specified, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of complaints and grievances and will not be abused.

**18.06** A Steward shall secure permission before leaving his work station and report back to his supervisor upon return to his work station.

#### **18.07** Introduction of New Employees to Stewards

During the first week of employment or at a time mutually agreed upon between the Steward and Management Representative, normally during the last half-hour of the shift, a one-time meeting shall be arranged for the Steward to meet with new employees (or transferred employees that are new to the bargaining unit) during which the Steward may discuss the advantages of Union membership.

### **19.00 DRUG FREE WORK PLACE**

19.01 The Company continues to be vitally concerned with the health, safety, and well being of all employees. It is recognized that illegal drug use and alcohol abuse can create serious problems for workers, their families, the workplace, and the community. Our goal is to make every effort to provide education and assistance to employees and their families, to encourage employees to receive treatment as needed, and to foster and encourage an environment that is free of illegal drug use and alcohol abuse.

19.02 The Company has developed a high quality program for Drug and Alcohol Testing. This program will meet the provisions of the Federal Government's Drug-Free Workplace Act of 1988 and NASA and Department of Defense directives for a Drug-Free Workplace.

19.03 Management and the Union recognize the need for a partnership to successfully achieve a Drug-Free Workplace. We look forward to the continued support of all

teammates in meeting our goal of achieving a workplace that is free of illegal drug use and alcohol use.

19.04 The policy includes, but is not limited to: random testing, as well as testing for reasonable suspicion, testing following an accident and testing upon return to work for a positive drug or alcohol test.

19.05 If a challenged test is requested after a positive analysis, the employee agrees to pay fees incurred from a second test of the same sample performed by the contracted lab. If the second test is negative, the Company will reimburse the incurred fees. The Union shall have the right to inspect the testing lab and verify the chain of custody and, at no time shall the employee or Union be asked to waive constitutional, common law or contractual rights.

19.06 The Company is committed to conducting the highest quality drug-free workforce program that protects the privacy and best interest of our employees. Furthermore, the Company encourages those who need help or counseling to contact the Employee Assistance Program (EAP).

19.07 Human Resources has oversight responsibility for the Testing Program to verify consistency with and adherence to this policy.

## **20.00 PROCEDURE FOR DISCIPLINARY ACTION**

20.01 An employee may request the presence of a Union Steward during any discussion which may lead to further disciplinary action.

20.02 The Company will comply with and make available to all employees the most current Company operating procedure dealing with employee conduct. This procedure defines verbal warnings up to and including termination for certain violations. Additionally, the Company will adhere to accepted principles in utilizing progressive disciplinary actions/warnings dealing with issues such as tardiness and absenteeism. Other more serious violations will subject employee to more serious discipline up to and including termination.

## **21.00 HOURS OF WORK AND PREMIUM PAY**

21.01 Work Week and Work Day

21.01.01 A workweek consists of one hundred sixty-eight (168) consecutive hours.

21.01.02 The standard workweek extends from 0001 hours Saturday to 2400 hours the following Friday. All employees will be paid in accordance with Sverdrup processes on a bi-weekly basis with the payment option chosen by the employee.

21.01.03 A workday consists of twenty- four (24) consecutive hours commencing at 0001 hours and ending at 2400 hours.

21.01.04 Five (5) eight (8) hour days per week (excluding lunch), Monday through Friday, constitute the normal workweek.

21.01.05 Normally, an employee's workweek shall be Monday through Friday. However, the Company reserves the right to assign personnel to work five (5) consecutive days other than the normal Monday through Friday week. The Company intends to make such assignments when the anticipated need for seven (7) day operational coverage exceeds nine (9) continuous weeks. The premium rate for such shift shall be time and one-half of the employee's regular rate for the first forty (40) hours. The non-standard workweek shall first be staffed by volunteers within the department and classification qualified to perform the work based on seniority and; second, the least senior standard workweek employees within the department and classification who are qualified to perform the work.

## **21.02 Shift and Shift Premium**

21.02.01 An employee's shift premium, if any, for consecutive time worked without regard to workday shall be determined by the starting time of such consecutive time worked. When an employee's starting time is between the hours of 4:00 a.m. and 11:59 a.m., inclusive, the employee shall be deemed to be on the first (1st) shift; between the hours of 12:00 noon and 9:59 p.m., inclusive, the employee shall be deemed to be on the second (2nd) shift; and between the hours of 10:00 p.m. and 3:59 a.m., inclusive, the employee shall be deemed to be on the third (3rd) shift.

21.02.02 All employees working second or third shift shall receive a per hour premium equal to \$2.00 per hour.

21.02.03 Shift premium provisions shall also apply to consecutive hours worked even though such consecutive hours began in one (1) workday and ended in the following workday.

21.02.04 All employees working other than the standard workweek shall receive a premium of fifty cents (\$.50) an hour in addition to other bonuses.

21.02.05 Twelve (12) hours off-time from the end of current eight (8) hour shift is required, only if there is a change of shift. If it is required to reduce the twelve (12) hour off-time, the employee will be paid 1 ½ times the regular rate of pay for each hour, or part of each hour that is less than the twelve (12) hours.

### **21.03**    Overtime Pay

21.03.01        No overtime shall be compensated for unless work is performed at the direction of a supervisor or the lead with the authority from a supervisor to do so. Employees will receive 48 hours notice prior to the weekend overtime if the Company is aware in advance. Employees will receive at least 24 hours notice, if possible.

21.03.02        Hours worked in excess of eight (8) hours but not in excess of twelve (12) hours in any one (1) workday shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay (includes lead person bonus, shift bonus, and non-standard workweek bonus). Hours worked in excess of twelve (12) hours in any one (1) workday shall be paid for at two (2) times the employee's regular rate of pay.

21.03.03        Hours worked on the sixth (6th) workday shall be paid for at one and one-half times the employee(s) regular rate of pay.

21.03.04        Hours worked on the seventh (7th) workday shall be paid for at two (2) times the employee(s) regular rate of pay.

21.03.05        It is the intent of the Company where practical to divide overtime equally among affected employees. In accordance with such intent, the Company will maintain overtime records for each overtime group within each department. Overtime records shall be posted and/or made available to all employees within a specified area at any time. An employee scheduled to work overtime will be given as much advance notice as reasonably possible.

21.03.06        An employee called in prior to the start of the employee's regular assigned shift will be permitted to complete the employee's regular assigned shift so long as work reasonably within the employee's capacity to perform is available.

### **21.04**    Lost Time

Deduction for time off, whether due to tardiness or other causes, shall be at the rate of one-tenth (1/10) of an hour's pay for each tenth of an hour or fraction thereof lost from work.

### **21.05**    Report/Call-In Time

21.05.01        An employee who enters the Company's or customer's facility and who reports for work as scheduled, without previously having been notified not to report, and who works less than four (4) consecutive hours, without regard to workday, shall be paid a minimum of four (4) hours pay; provided, however, that if work reasonably within the employee's capacity to perform is available, the employee will be required to perform such work to qualify for the four (4) hours pay. Such pay will also include applicable

shift premium and appropriate overtime rate if performed on the employee's sixth (6th) or seventh (7th) day of the employee's workweek.

21.05.02 No pay shall be granted under this section during emergency conditions where work is not available for such reasons as, including but not limited to, an act of God, fire, flood, or power failure. Employees may receive pay under such circumstances only when the customer's contracting officer, who administers the ESC Contract, makes a prior determination that such employees are entitled to receive pay. It is further agreed that his/her decision is final.

21.05.03 Failure on the part of an employee to keep the Company informed of the employee's correct address and phone number relieves the Company of the responsibility of any notification required by this Agreement.

## **21.06** Call-Back Time

21.06.01 An employee on call-back status is defined as one who returns to the plant at the request of the Company to perform work during hours other than the employee's assigned work shift and, in addition, leaves the plant prior to the start of the employee's next regular shift.

21.06.02 An employee commencing a work assignment on call-back status during any of the first five (5) days of the employee's workweek shall receive either a minimum of four (4) hours straight time pay and appropriate shift premium, if any; or pay (including the shift premium, if any) at the overtime rate set forth in this Article for all consecutive work hours actually performed, whichever is greater; provided, however, that the overtime rate will not be applied to all consecutive hours or work actually performed, if such employee has worked less, or works less, than eight (8) hours during the employee's regular work shift within the workday such call-back assignment commences; but in such event the overtime rate shall be applied only to the extent it would ordinarily be effective when such hours worked on call-back status are viewed in combination with all other hours worked in the workday.

21.06.03 An employee commencing a work assignment on call-back during the sixth (6th) or seventh (7th) day of the employee's workweek shall receive either a minimum of four (4) hours straight time pay (including any applicable shift premium) or pay at the overtime rate set forth in Section 3 of this Article (including any applicable shift premium) for work time actually performed, whichever is greater.

## **21.07** Incentive Plan For Test Crewpersons or Lock Observer(s)

21.07.01 Represented employees who actually participate as a "Test Crewperson or Lock Observer" in test programs conducted in an environment that increases or decreases pressure on the body, or conducted on aircraft flights where reduced gravity profiles are

being performed, will be paid at one and one-half (1 ½) times the base hourly rate of pay for all hours worked on the shift during which they serve as Test Crewperson or Lock Observer. In no case will the employee be paid for less than eight (8) hours per work day.

21.07.02 The crewperson service must be of a voluntary nature, not a normal requirement of the employee's job assignment. The lock observer is part of the normal work requirements for altitude test technician.

21.07.03 As test crewperson the employee must be certified as being physically fit for duty as a test crewperson and must sign all required waivers.

21.07.04 As test crewperson the employee must be approved for participation by the medical and test program selection system, complete all preliminary steps and briefings, and actually participate in a test program.

#### **21.08 Fluid Systems Development Technician – Pyrotechnics Handlers**

21.08.01 Represented employees who are classified as a Fluid Systems Development Technician and certified as Pyrotechnics Handlers, will be paid at one and one-half (1 ½ ) times the base hourly rate of pay for all hours worked while handling pyrotechnics materials. This requires compliance with safety procedures and use of all appropriate safety equipment for the job.

**21.09** Letter of Understanding dated, August 24, 2006 (-See Supplement C)

### **22.00 GRIEVANCE PROCEDURE**

22.01 There shall be no formal grievance until it has been reduced to writing as provided in paragraph 22.04.00, Step 1, below. The Union agrees that neither Stewards nor other Union officials shall solicit grievances. If an employee files a grievance and later decides to abandon the grievance; and if the Union wishes to pursue such grievance; then, the responsible Union official will amend the Grievance Form to indicate that the employee has dropped the grievance and that the grievance is now considered a "Union Grievance".

22.01.01 Any written claim that the Company has abridged the conditions of this contract may be taken up as a grievance. Such written claim should state when the grievance occurred, what happened, where the grievance occurred, the provision(s) of this agreement claimed to have been violated, and the remedy. The persons filing such grievance will use their best efforts to explain why this is a grievance (e.g. violation of the contract? Supplement? Law? Past practice? Safety regulations? Rulings or awards? Unjust treatment? etc.). This, however, will not restrict the Union from amending the charges or violations.

22.01.02 The grievance procedure will be the primary method for resolving all problems between the Company and the Union.

22.02 Prior to a complaint being considered a formal grievance and being reduced to writing, the complaining employee shall first take up the complaint with his Steward, and either or both shall then attempt to settle the complaint verbally with the employee's immediate supervisor. The supervisor will not unreasonably delay calling the Steward for the employee, and the Steward's own supervisor will not unreasonably delay releasing the Steward to go handle the complaint. The Steward will normally talk with the employee near the employee's work location and will be permitted to contact other employees in the complaining employee's unit to secure information leading to the settlement of the grievance. The employee(s) involved in the settlement of a grievance shall not suffer any monetary loss in such action.

22.03 A formal grievance must be filed by an employee through his steward or the chief steward within ten (10) working days of the actions spelled out in section 22.02.00, after the employee becomes aware, or has reasonable knowledge of the happening of, or event which causes the employee to be aggrieved through alleged violation of the contract. The Business Representative of the Union will be required to be present at all Step 3 Grievance hearings, and be allowed at Step 2 proceedings.

22.04 For the presentation and adjustment of grievances arising out of interpretation of alleged violation of the terms and conditions of this Agreement, the following procedure is hereby established:

**22.04.01 STEP 1:** An employee having a formal grievance shall present such grievance in writing through his Steward to his immediate supervisor. Such written grievance shall state specifically the reason therefore and the remedy sought. The Supervisor and the Steward shall within five (5) workdays, meet and endeavor to arrive at a satisfactory adjustment of the grievance. The grievant(s) shall be allowed to attend the meeting.

The Supervisor shall then render his decision thereon, in writing, within five (5) workdays after meeting with the Steward.

**22.04.02 STEP 2:** If the decision rendered in Step 1 hereof is not satisfactory, the employee(s) can appeal through the Steward to the next level Management Representative or his designee in his absence, provided such appeal is filed no later than five (5) workdays after receipt of the answer from the Supervisor in Step 1 and a meeting will be arranged in five (5) workdays. The next Level Management Representative or his designee, The Steward, and the employee(s) shall within five (5) workdays meet and endeavor to arrive at a satisfactory adjustment. The next Level Management Representative or his designee shall render a written decision thereon within five (5) workdays after meeting with the Steward and employee(s).

**22.04.03 STEP 3:** If the decision rendered in Step 2 hereof is not satisfactory, the steward can appeal the grievance with Human Resources within five (5) workdays after receiving the Step 2 answer and a meeting will be arranged within ten (10) workdays. The Steward, Business Representative, and Grievant will discuss the grievance with Human Resources, and the Human Resources Representative will give written answer to the Business Representative, within five (5) workdays.

**22.04.04 STEP 4:** Unresolved disputes may be submitted to the Federal Mediation and Conciliation Service (FMCS) for nonbinding mediation before arbitration, if jointly agreeing to submit to the FMCS. If a FMCS mediator is not available, the Union and the Company will share the cost of a local commercial mediation service.

22.05 If the decision of the Company is not furnished to the Steward as specified within the time limits set forth in Steps 1 and 2 of the Grievance Procedure, the Employee may consider such lack of decision as an unsatisfactory one and may be appealed accordingly to the next step.

**22.06 Effect of Union Failure to Comply with Time Limitations**

22.06.01 The parties agree that the time limitations provided in Section 22.00 of this Article are essential to the prompt and orderly resolution of any case and that each will abide by the time limitations, unless an extension of any such time limitation is mutually agreed to in an acceptable form of communication. Failure by the Union to comply with any time limitation provided in this Article, unless such extension is secured, shall constitute a withdrawal of the grievance.

**22.07 Effect of Company Failure to Comply With Time Limitations**

22.07.01 In the event of failure by the Company to comply with time limitations required of the Company by this Article, unless such extension is secured, the Union may proceed to the next step of the grievance or arbitration procedure without waiting for the Company to comply.

22.08 If any grievance arising out of interpretation of alleged violation of the terms and conditions of this Agreement and if properly processed according to the Grievance Procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Human Resource Department no later than twenty (20) workdays after receipt by the Business Representative of the decision rendered in Step 3 of the Grievance Procedure, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse.

22.09 Either party within seven (7) work days of receipt of the notice of desire to arbitrate will request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within ten (10) work days of the receipt of the list of the five (5) arbitrators the parties shall meet for the purpose of selecting an arbitrator, each of the parties shall alternately strike off a name until one (1) name remains on the list.

22.10 The written decision of the arbitrator shall be final and binding upon the Company and the Union, and the employees. The expense and salary incident to the services of the arbitrator shall be borne equally by the Union and the Company.

22.11 The arbitrator's powers shall be limited to the application and interpretation of this Agreement and he shall have no authority to add to, subtract from, modify or amend in any way terms or conditions of this Agreement.

22.12 Time limits specified herein may be extended by mutual agreement of the parties hereto. These extensions must be documented in writing.

22.13 An employee covered hereby may be represented by his Steward or other duly elected and authorized officials of the Union, at any and all conferences with the Company arising from the processing of any formal grievance hereunder; provided, however, that any such representation shall be limited at any one time to no more than two (2) stewards who are employed by the Company, without loss of pay, and appropriate Union officials.

22.14 Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with an employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right to Union representation and the Company shall remind him of that right.

### **23.00 PLANT VISITATIONS**

23.01 Duly authorized representatives of the Union who are not employees of the Company shall have reasonable access to the premises of Johnson Space Center.

23.02 Such Union representatives shall be governed by all applicable security, safety and plant rules and regulations as issued and enforced by Johnson Space Center NASA.

## **24.00 SENIORITY**

### **24.01 Purpose and Definitions**

24.01.01 The purpose of this Article is to establish a seniority system as a basis for the orderly and consistent handling of promotions, layoffs, recalls, and assignment changes.

### **24.02 Definitions**

24.02.01 Departmental Seniority Unit - Major segments of the Company's organizational structure which contain groups of jobs which require the application of substantially similar skills or training experience, or constitute a normal sequence of advancements. A given Departmental Seniority Unit may include jobs in several organizational groups and pay levels.

24.02.02 Part-time Employee – The Company agrees not to employ part-time employees.

24.02.03 Layoff - The termination of an employee from the active payroll of the Company as a result of a reduction in the total number of people within a job classification.

24.02.04 Downgrading - The movement from one job classification to another job classification in a lower rate range.

24.02.05 Reclassify - A lateral or downward movement and not a promotion.

24.02.06 Recall - A summons by the Company to an employee (within a period of eighteen (18) months) who has been subjected to a layoff, to return to the Company's employment.

24.02.07 Surplus Employee - Refers to an employee who, because of a reduction in the number of employees in a job classification, will by application of the provisions of this Article either be moved to another job classification in the Departmental Seniority Unit in accordance with surplus provisions of this agreement, or laid off.

### **24.03 Probationary Period**

For all new employees, there will be a probationary period of ninety (90) days in which the Company retains the right to lay off, terminate, transfer, reassign, or discipline without recourse by the employee to the Grievance Procedure. This period may be extended by mutual agreement between the parties.

#### **24.04** Acquiring Seniority

24.04.01 Seniority is defined as the length of continuous service within the Bargaining Unit and shall be computed from the original date of hire except when seniority has been broken (as defined in Section 24.05 of this agreement), in which event seniority shall be computed from the last date of rehire.

24.04.02 If an employee is rehired after a layoff in excess of eighteen (18) months, the date used for the purpose of computing seniority earned thereafter shall be the date of the rehiring.

24.04.03 For new employees, upon successful completion of the probationary period, seniority will be counted from the most recent date of actual employment.

24.04.04 In case two (2) or more employees are hired the same day, their seniority rank will be determined by alphabetizing their last names.

24.04.05 An employee rehired after loss of seniority will be hired as a new employee and will start a new seniority record.

#### **24.05** Loss of Seniority

Seniority will be lost for any of the following reasons in which the employee:

24.05.01 Resigns or quits for any reason (a three (3) day unreported absence on scheduled work days without a reasonable explanation shall be considered job abandonment).

24.05.02 Is discharged.

24.05.03 Is continuously on layoff from the Company for a period of eighteen (18) months. In this event recall rights are exhausted and the employee is terminated.

24.05.04 Fails to report within two (2) working days for an interview or deliver to the Company a reasonable excuse for failure to report, having been recalled from layoff by registered or certified mail, Return Receipt Requested, -addressed to the last address filed by the employee with the Company.

24.05.05 Accepts other employment while on leave of absence.

#### **24.06** Accumulating Seniority

24.06.01 A temporary employee will normally not accrue seniority; however, an employee working on a temporary assignment while they are on recall will have their recall period extended by the length of time the person was on temporary assignment.

24.06.02 Seniority will be accrued during any authorized period of absence (e.g., medical leave, military leave, jury duty, and sick leave).

24.06.03 Upon the completion of his probationary period, his seniority date will then be established as the date of hire.

**24.07 Departmental Seniority Units**

All bargaining unit employees will be assigned to Departmental Seniority Units. The Company will provide the Union with a list of current Departmental Seniority Units on a quarterly basis or as changes in the organization occur.

**24.08 Promotions/Job Posting/Lateral Transfers**

24.08.01 Definition of Promotion - For the purpose of this Article, a promotion shall be defined as any change from one classification to another classification with a higher base wage rate range maximum.

24.08.02 Promotional Procedures - When effecting promotions, employees shall be selected for promotion in order of their seniority, if they possess substantially equal ability to perform the higher-rated classification, in accordance with the following procedure: (Employees will not be downgraded for the express purpose of defeating the application of this promotional procedure).

24.08.03 Request for Promotion - Employees shall be offered promotion under this Subsection as follows:

24.08.03.01 Notice of available Bargaining Unit classification openings with a brief description of the required qualifications shall be placed on Company designated bulletin boards. The notice normally will be posted on a Monday for five (5) consecutive working days. The closing date of the posting will be included on the notice.

24.08.03.02 If an employee who possesses the required qualifications wishes to be considered for an available opening, the employee may submit a job posting application. Such request must be received by the Human Resources Department no later than the end of the employee's regularly scheduled shift on the fifth (5th) working day following the original day of posting.

24.08.03.03 Employees with less than twelve (12) months seniority in their current job classification shall not be eligible to participate in the Job Posting Program.

24.08.03.04 When selected for promotion in accordance with Section 24.08.02, the other job posting applications, if any, shall be canceled.

24.08.03.05 When an employee refuses promotion as a result of the procedure defined in Section 24.08.03 through Section 24.08.03.07, the employee shall not be eligible to file another request for promotion for six (6) months. Prior to being selected for promotion, an employee may withdraw a promotional request at any time.

24.08.03.06 Employees selected for promotion under Section 24.08.03 through Section 24.08.03.07 shall be released to the available higher-rated classification and transferred to the new department within ten (10) working days following selection for promotion.

24.08.03.07 Employee activity in connection with making application for promotion will be on the employee's own time and in accordance with Company rules.

24.08.03.08 Employees promoted to a higher-rated classification who, within sixty (60) days of work after such promotion, disqualify themselves or are found not to possess the qualifications to perform the job, shall be returned to their former classification provided their seniority is greater than that of other employees employed in such former classification.

24.08.04 Lateral Transfer Procedures - Employees who possess the proper qualifications and skills may laterally transfer to another job classification within the same labor grade with no increase in wages through use of the Job Posting Program. However, release of employee is contingent upon an available qualified replacement having been identified.

24.08.04.01 The first forty-five (45) work days following a lateral transfer shall be considered to be a trial period. If such employee fails to perform satisfactorily at any time during the trial period, the employee shall be returned to the job classification held immediately prior to the change. If their return results in an overstaffed condition, the normal layoff procedure will be followed.

#### **24.09** Temporary Lead Up-grade

24.09.01 This allows Management the right to upgrade a qualified, employee in the classification, in the area needed to perform the work of a Lead for such reasons as (but not limited to):

24.09.02 Replace a Lead who is on an LOA for an extended or indeterminate period of time.

24.09.03 In the event that a surge in a work center's workload dictates the necessity of a Lead.

24.09.04 In an interim if a Lead resigns his/her position.

24.09.05 Both parties agree that the need for a temporary Lead will not allow Management to force an employee to take the position. It is on a voluntary basis.

## **24.10**    Recall

24.10.01        Employees who have been on layoff for eighteen (18) months or less shall be recalled from the recall list in order of seniority applied by job classification within the Departmental Seniority Unit from which they were laid off where ability, skill, and efficiency are substantially equal. Such employees shall be eligible for recall to those job classifications from which such laid off employees were surplus.

24.10.02        The recall list shall include:

24.10.02.01    Employees on layoff from the Departmental Seniority Unit who were laid off from the job classification.

24.10.02.02    Employees on the active payroll who, in lieu of layoff within the preceding eighteen (18) months, accepted downgrade from such job classification within the Departmental Seniority Unit.

24.10.03        If a laid off employee fails to report within two (2) working days for an interview or deliver to the Company a reasonable excuse for failure to report, having been recalled from layoff by registered or certified mail, Return Receipt Requested, addressed to the last address filed by the employee with the Company or at such other date thereafter as the Company may designate, the employee shall not be entitled to the job.

24.10.04        Any employee who accepts recall to a classification from which the employee was surplus must be able to perform the duties of the job within ten (10) working days or be placed on surplus without recall rights to the specific position covered by such classification.

24.10.05        Temporary assignments will first be offered in order:

24.10.05.01    Employees, in order of seniority, on layoff status from that classification which the temporary assignment exists.

24.10.05.02    Temporary employees hired by the Company.

24.10.06        Conditions of temporary assignment - employee on layoff status:

24.10.06.01    Will be paid the same base rate held at the time of surplus.

24.10.06.02    Will continue to be covered by the Agreement.

24.10.06.03    Will receive no fringe benefits.

24.10.06.04    Will not lose recall rights if assignment is declined.

24.10.06.05    Will not lose recall status while working a temporary assignment.

24.10.06.06 Will have length of recall extended by the length of the temporary assignment.

24.10.07 Conditions of temporary assignment - employee hired by Company if unfilled by an employee on lay off status:

24.10.07.01 Will not be covered by the Agreement.

24.10.07.02 Will receive a flat rate per hour.

24.10.07.03 Will not accrue seniority, unless retained as full-time.

24.10.07.04 Will not receive fringe benefits.

**24.11** Transfers, Reclassifications and Shift Changes

24.11.01 A probationary employee may not request for a shift change.

24.11.02 On transfers to vacancies refer to section 24.08.03.

24.11.03 An employee may request reclassification to another job classification as outlined in section 24.08.03.

24.11.04 All transfers, reclassifications, and shift changes will be subject to, and made on the basis of, operational requirements of the Company.

24.11.05 An employee shall not be permitted to file for a shift change during the first four (4) months following the effective date of such action.

24.11.06 In the event it becomes necessary to transfer an employee from one shift to another to fill a vacancy, the following conditions and method of selection will apply:

24.11.06.01 The Company shall first offer the available opening to those qualified employees within the same classification in the Departmental Seniority Unit in which the opening exists, in order of seniority.

24.11.06.02 If an insufficient number of employees accept the transfer as provided in paragraph 1 above, the Company may then transfer the required number of qualified employees in inverse order of seniority from the classification and from within the Departmental Seniority Unit where the vacancy exists, and such employees shall be required to accept such transfer.

24.11.07 It is recognized that exceptions to the basic rule set forth in paragraph above may occur where specific skills are needed on a particular shift. This requirement may result in an employee being retained or transferred out of sequence to the degree necessary to obtain or retain persons of specialized skills not possessed by the affected employees.

24.11.08 Employees transferred to another shift for a temporary period shall be returned to their former shift upon completion of their assignment. The duration of a temporary shift transfer shall be limited to sixty (60) days.

24.11.09 Transfer requests wherein an employee has been involuntarily placed on a shift, or in cases of personal hardship, will be given special consideration. Requested transfers will be made at the earliest practical date.

24.11.10 Loan-Outs – In the event that it becomes necessary to temporarily loan an employee from one overtime group and/or classification to another but within the same Departmental Seniority Unit, the following conditions and method of selection will apply:

24.11.10.01 In the event that overtime is involved in the selection; it will be performed per CBA guidelines in Section 21.03, "overtime pay" and in Supplement A.

24.11.11.02 No employee shall be laid off while other employees are on loan in their overtime group.

24.11.11.03 The duration shall not exceed 90-days.

#### **24.12 General Layoff Procedure**

24.12.01 An employee who has acquired seniority in accordance with the provisions of this Article shall not be laid off unless all probationary employees, temporary employees and Vocational and Educational trainees doing work in such employee's job classification within the Departmental Seniority Unit have been laid off.

24.12.02 Each employee shall have a seniority date defined in Section 24.04.

24.12.03 Where a surplus employee under the general layoff procedure is qualified and entitled to be placed in more than one classification, the employee shall be placed in the classification carrying the highest rate of pay the employee shall displace in the classification occupied by the least senior employee.

24.12.04 A surplus employee shall have the option of taking layoff instead of being placed in a lateral or lower rated classification.

24.12.05 In the application of this Section, such employees shall displace the least senior of any less senior employees in a classification within the Departmental Seniority Unit where the employee has accrued classification seniority, provided:

24.12.05.01 The employee is able to perform the duties of such classification without a training or learning period. Prior to the effected employee making a decision whether to elect to perform the duties of such classification, the employee will be afforded an interview with the respective Management Representative. During this meeting the

employee will be informed about all the pertinent aspects, training, and work procedures required to successfully perform the job. The Human Resources Manager will coordinate this process and both the employee and management representative will document, in writing, the final outcome and date of this meeting. The employee will be afforded the opportunity to have a steward present at this meeting upon request.

24.12.05.02 The employee will be given five work days following the date of this meeting to make a decision. If the employee elects to begin a ten (10) working day trial period, the management representative will have daily status review meetings with the employee regarding job performance. If it is determined at the end of that period that the employee does not exhibit the ability, skill and efficiency required to perform the duties, the employee shall be laid off and shall not have recall rights to that specific position covered by such classifications.

24.12.05.03 An employee exercising seniority rights against a lower rated job classification not previously held, but in a classification family currently or previously held by the employee in accordance with Paragraph 24.13.02 below, may exercise such rights only against such job classifications that are lower rated than the highest rated job classification currently or previously held within such classification family.

### **24.13 Exercising Seniority Within General Layoff Procedure**

24.13.01 A non-probationary employee who is within the job classification where the surplus exists shall, if ability, skill, and efficiency are substantially equal, displace the least senior of any less senior employees within the same job classification within the Departmental Seniority Unit in accordance with the provisions of Paragraph 24.13.02 below. The least senior employee within such classification in the Departmental Seniority Unit shall be laid off unless the employee qualifies for and elects reclassification in accordance with the provisions set forth in Paragraph 24.13.02. If there is no less senior employee within such surplus employee's classification, the employee shall, if ability, skill and efficiency are substantially equal, displace any probationary employee within the Departmental Seniority Unit in a previously held classification in accordance with Paragraph 24.13.02 below.

24.13.02 If there is no less senior employee within such surplus employee's classification, the employee may, if ability, skill and efficiency are substantially equal, displace the least senior of any less senior employees within the Departmental Seniority Unit within a lateral or lower rated classification previously held by the employee, or displace the least senior of any less senior employee within a lower rated classification not previously held, but in the classification family currently or previously held by the employee. A surplus employee may exercise the rights provided in Sections 24.12/24.13 only against job classification(s) within the Departmental Seniority Unit occupied by such employee at the time of surplus.

24.13.03 If there is no less senior employee within such surplus employee's classification within the Departmental Seniority Unit, the employee may, if ability, skill and efficiency are substantially equal, displace the least senior employee of any less senior employees within the Company within a lateral or lower rated classification previously held by the employee or displace the least senior of any less senior employees in a lower rated classification not previously held, but in a classification family currently or previously held by the employee.

#### **24.14 Temporary Layoff**

Temporary layoffs may be made for periods not exceeding fifteen (15) working days. Such layoffs shall be made in order of seniority within the Departmental Seniority Unit applied by classification within the work unit, or project affected, where ability, skill, and efficiency are substantially equal.

#### **24.15 Leadperson**

24.15.01 The word "leadperson" does not designate a job classification but merely describes a person leading a job classification, and a leadperson shall be deemed to be in the classification which describes the duties which the employee performs other than employee's leadperson duties. Consideration shall first be given to those employees on the shift within the department reporting to their immediate Management Representative where the requirement exists and then within the entire Departmental Seniority Unit where the requirement exists.

24.15.02 A leadperson shall be paid at the rate of one dollar (\$1.00) per hour above the highest classification led, including the leadperson's own classification.

24.15.03 An employee assigned as a leadperson to replace a leadperson for a temporary period shall receive the leadperson rate. Such temporary assignment shall not be considered a promotion under the provisions of this Article. Upon completion of such temporary assignment, either by return of the regular leadperson or by management determination, that employee shall return to employee's former classification at such rate of pay as if employee had not received the temporary assignment.

24.15.04 A Lead is typically the technical expert for their classification and in their shop/lab/area.

In addition to regular job duties, assist management in assignment of work and priorities, including recommending resolution for resource conflicts related to technician assignments.

Communicates to management the needs of the represented workforce (i.e. proper tools, PPE, training, etc.)

Demonstrates a commitment to maintaining a safe and healthy working environment.

#### **24.16 Leaves of Absence**

24.16.01 Personal leaves of absence without pay may be granted, at the discretion of the Company, to employees for a period not to exceed thirty (30) working days during a year. The Company may extend a personal leave for good and sufficient reasons. A request for personal leave must be submitted on a regular "Request for Leave of Absence" form and approved in writing by the Department Manager and the Human Resources Manager prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. In the event an employee protests the Department Manager's refusal to grant such leave of absence, the matter will be referred to the next higher level of supervision for final determination.

24.16.02 On all personal leaves of absence of thirty (30) calendar days or less, an employee shall accumulate seniority. On all personal leaves of absence exceeding thirty (30) calendar days, seniority shall not accumulate.

24.16.03 Employees covered by this Agreement are also eligible for up to twelve (12) weeks of Family and Medical Leave (FMLA) to care for seriously ill immediate family members or to care for a newly born or newly adopted baby in accordance with Federal regulations.

24.16.04 A represented employee may request a leave of absence for Union business. The employee shall continue to accumulate seniority during such leave.

### **25.00 ANNUAL LEAVE**

25.01 Computation of Credit - The credit to which an employee shall be entitled on the vacation award date, shall be computed in accordance with the following rules:

25.01.01 Vacation Crediting - Vacation will be credited to the employee's account bi-weekly, in hourly increments, as they are earned.

25.01.02 Length of service (Adjusted Service Date) - includes the whole span of continuous service with the present (successor) contractor, and with the predecessor contractors in the performance of work at the same Federal Facility (this shall include prior time at JSC performing work without a break in service) except as cancelled and terminated according to Section 24.05.

25.01.03 For the purposes of computing Annual Leave, paid absences shall be considered as hours worked. Paid absences are defined as vacation, sick leave and holidays. During periods of short term disability or Workman's Compensation, no accrual of Annual Leave will take place.

**25.02** Vacation Accrual Rate

***NOTE: Employees will abide by the following:***

<u>FROM</u>	<u>LESS THAN</u>	<u>VACATION</u>
0 Years	5 Years	10 Days (80 hours)
5 Years	15 Years	15 Days (120 hours)
15 Years or More		20 Days (160 hours)

25.03 Unused Vacation Credit - It is the intent of the parties that employees use vacation credit as vacation.

25.03.01 Maximum Vacation Accrual - (i.e. maximum unused vacation) which may be accumulated and credited to an employee's account will be a maximum of 240 hours.

25.03.02 An employee's allowable year-end vacation accrual balance (January 1 – December 31 approximate dates based on the Company's calendar year start/end) cannot exceed the year-end balance of 240 hours. Vacation may be requested in full hour increments only. Any employee having accrued unused vacation at the end of the calendar year shall have the privilege of carrying such unused vacation forward into the following year. If unused vacation is carried forward, a maximum of 240 hours will be permitted. Employees that request vacation as set forth in Section 3 hereof and are denied due to workload requirements shall receive pay in lieu of time off if the employee is not permitted to carry over the time requested to the extent vacation was denied.

25.03.03 Employees have the ability to verify vacation balances on a daily basis via the electronic time card to ensure that the end of the calendar year balance will not exceed the year end limit of 240 hours in an effort to eliminate lost time.

25.04 Vacation Award - Vacation time will be paid at the employee's straight time rate, including all premiums not to exceed forty (40) hours per week. Accrued vacation may be taken at a time mutually agreeable between the employee and the Company. Vacation time may be taken as it is accrued, immediately commencing from the employee's date of hire, in increments as small as one (1) hour.

25.05 Use of Vacation Credits - Vacation credits are to be used in units equal to the scheduled hours in the employee's normal workday; however, vacation credits may be used in lesser amounts to permit a partial day absence. Also, in cases when sick leave credits are exhausted, a partial day of absence for sick leave may be charged against vacation credits in any amount up to the scheduled hours in the employee's normal work day when approved by supervision. It is also understood that time coded as vacation shall not be counted as time worked.

25.06 Vacation Request - Employees desiring to take vacation must receive permission from the Company by 9:00 a.m. the day before vacation is desired. An employee's request to take vacation in amounts equal to or greater than three (3) consecutive days shall be granted if the employee has enough accrued vacation and he has given his Supervisor reasonable advance notice of at least five (5) working days and the employee's absence would not unduly hinder the efficiency of the Company. Requests for vacation on an unscheduled basis shall not be excessive in a calendar year or more than thirty-two (32) total hours.

25.07 Terminations - An employee who is removed from the active payroll shall be provided pay-in-lieu of vacation for all unused and accrued vacation credits in his account, regardless of reason for termination.

## **26.00 SICK LEAVE**

26.01 Accumulation of Sick Leave - Employees on the Company's active payroll shall be granted sixty-eight (68) hours of sick leave per calendar year. Sick leave granted under the provisions of this Article shall consist of fifty-six (56) hours of Guaranteed Sick Leave and twelve (12) hours of Non-Guaranteed Sick Leave. An advance of sixty-eight (68) hours is given as of the first pay period of (January) each calendar year. Sick leave is earned at the rate of 2.6154 hours per pay period and credited against the employee's account.

26.01.01 The sick leave is advanced to employees ahead of the time it is actually earned. Therefore, if an employee terminates his employment before the end of the twelve month period (January 1 through December 31) for which he has received an advance of sick leave and if he has charged more sick leave than a pro rata share of credits earned for weeks of service rendered, he will owe the balance to the Company.

26.01.02 New hire employees will be given a pro-rated amount of sick leave with up to the first fifty-six (56) hours stated as Guaranteed Sick Leave with any amount above that up to the maximum of twelve (12) hours as Non-Guaranteed Sick Leave.

26.01.03 On December 24, 2005, the new sick leave accrual stated above will be instituted. All employees covered by this agreement will have their current non-legacy sick leave balance added to their current legacy sick leave balance. All employees will then have fifty-six (56) hours of Guaranteed Sick Leave hours and twelve (12) hours of Non-Guaranteed Sick Leave hours credited to their account as stated in 26.01.

26.02 Sick Leave Pay - Payment for sick leave shall be at the employee's straight time base rate, including shift differential where applicable, not to exceed a maximum of eight (8) hours pay for any one-day of absence. Sick leave time absences shall be taken and paid in units to the nearest tenth (0.10) of an hour. An employee who takes a disability

leave of absence will not receive any sick leave pay for which he is eligible for any of the days in question unless he makes a written request to Human Resources.

26.03 Time Charge - Sick leave time absences shall first be charged to an employee's unused Guaranteed Sick Leave balance, upon depletion of such balance any additional sick leave time absences, up to the maximum provided for in Section 26.01 of this Article, shall be charged against the employee's Non-Guaranteed Sick Leave balance.

26.04 Sick Leave Payout - Any unused Guaranteed Sick Leave allowed each year will be paid to each employee at the employee's straight time base rate based on the ending balance after the last pay period of the calendar year (December). Employees shall not receive sick leave pay for any unused Non-guaranteed Sick Leave. Unused non-guaranteed sick leave will be added the employee's legacy sick leave balance.

26.04.01 Sick leave credits will not be accrued during periods of layoff, strike, or after the first thirty calendar days of a leave of absence.

26.05 Reserve Credits - An employee who has reserve sick leave credits (Legacy) available will maintain reserve hours available to use after current sick leave is exhausted. Any reserve sick leave credits (Legacy) will be forfeited at termination.

26.06 Use of Sick Leave - An employee shall be eligible to use sick leave credits only when such credits are available for use or to the extent of available accumulated credits in his sick leave account. Payment for sick leave shall be at the employee's straight time base rate, including shift differential where applicable, not to exceed a maximum of eight (8) hours pay for any one day of absence. It is also understood that time coded as sick leave shall not be counted as time worked.

26.07 Sick Leave Shall Be Granted Under the Following Conditions:

26.07.01 Illness of employee.

26.07.02 Illness in the immediate family, i.e., spouse, mother, father, mother-in-law, father-in-law, children, brother, brother-in-law, sister-in-law, sister, son-in-law, daughter-in-law, grandparents, and grandchildren.

26.07.03 Medical or dental appointments (Employees should be encouraged to arrange medical or dental appointments so as to avoid absence from work when reasonably practical.)

26.08 All sick leave payments must be approved by the employee's supervisor.

26.09 When sick leave cannot be charged because the employee has exhausted all sick leave credits and he is not yet eligible for an award of his next sick leave credits; the

employee may use available vacation credits or be granted leave without pay when approved by Management.

26.10 Employees on leave of absence may use sick leave credits only if the leave is for medical reasons.

26.11 Termination - An employee removed from the active payroll regardless of reason, shall be eligible to receive payment for Guaranteed sick leave credits accumulated in his reserve sick leave account (refer to 26.01). Unused Legacy sick leave hours will not be paid upon termination.

26.12 It is expressly agreed between the parties that the terms of this Agreement and any accrual benefits are binding on any successor contractor or successor employer whether said successor takes over all or part of the operation. Specifically, but without limitation accrued but untaken sick leave shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the collective bargaining agreement shall continue to have their individual credit with said successor the full amount of sick leave accrued, and shall continue to accrue benefits of this article.

**26.13 Bereavement**

26.13.01 An employee shall be entitled to leave with pay (at the employee's straight rate) for a maximum of three (3) days or twenty-four (24) scheduled work hours. For the purposes of the Administrative Leave Program, "members of the immediate family" include spouse, children, stepchildren, brothers, sisters, parents, stepparents, stepbrothers, stepsisters, foster parents, foster children, parents-in-law, brother-in-law, sister-in-law, legal guardians, grandparents, and grandchildren.

26.13.02 Leave under this section shall be conditioned upon the employee submitting to the Company proof of death of the deceased and of the employee's relationship to the deceased. Payment for such time lost from work in this Section shall be paid at the straight time rate in effect on the day in which the leave is taken. In the case of the death of a family member, the employee may use vacation or leave without pay.

**26.14 Jury Pay**

26.14.01 Regular full-time employees who are absent on a regularly scheduled day and/or days of work because of jury service shall be paid their regular pay for the same amount of hours. Employees are expected to return to work for the balance of the work day if not selected for service. Said jury service pay is conditioned upon such employee reporting his jury summons in advance to the Company. Regular full-time employees are allowed time off without loss of pay only when subpoenaed/summoned by the city, county, state, or federal government or the Company on behalf of the government or the

Company, in cases where the government or the Company have a principal interest. The employee must provide the Company with a copy of the subpoena/summons.

26.14.02 An employee on jury duty is expected to work as much of his regularly scheduled shift as his/her jury duty schedule permits. It is understood that the State of Texas has “morning” and “afternoon” jury duty. It is understood that employees must return to work if released from court in time to reach their workstations at least four hours before their quitting time.

**For safety concerns to avoid having employees work extended hours for a jury duty, the following will apply:**

Employees assigned to shifts other than day shift that have a summons for a “day shift” jury duty will be reassigned to day shift for the period of the summons with no additional pay for the shift change.

If an employee receives a summons for afternoon jury duty they will be assigned to second shift for the duration of the summons with no additional pay for the shift change.

Once the jury duty is complete the employee will return to their normal shift with no additional pay if a shift change was required to comply with the summons.

**The Company reserves the right to back fill an open shift position vacated making every effort based on seniority.**

26.14.03 Such payment may be limited to fifteen (15) days in any fiscal year; satisfactory proof of such service must be given to the Company before this section shall apply.

## **27.00 HOLIDAYS**

27.01 Full-time Employees - Shall be granted the following holidays as observed at Johnson Space Center:

New Year's Day	Independence Day	Veteran's Day
President's Day	Labor Day	Thanksgiving Day
Memorial Day	Columbus Day	Christmas Day
Martin Luther King Day		

27.02 When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.

27.03 Holiday pay shall consist of eight (8) hours pay at the Employee's straight-time base rate, shift differential and bonuses.

27.04 Employees covered by this Agreement are eligible for holiday pay provided they are in an approved paid status the day before or the full regularly schedule work shift following the holiday.

27.05 Temporary employees will receive pay for a Company observed holiday only when the holiday is observed on a regularly scheduled workday of the temporary employee and they were scheduled to work that day. Pay will be for the number of hours scheduled to work on that day.

27.06 Employees required to work on any of the above holidays shall receive in addition to holiday pay two (2) times his hourly rate for all hours worked.

27.07 Administrative Leave - On days not recognized as holidays under Section 27.01 above, but where the government, because of special days or events and occasions substantially reduces the normal activity at the Center, as directed by the Contracting Officer, the following provisions shall apply:

27.07.01 Employees will receive up to eight (8) hours compensation at their regular straight hourly rates.

27.07.02 In addition to 27.07.01 (above), those employees who are required to work will be paid at two (2) times his straight time base rate of pay for all hours worked.

27.07.03 Employees who are out on sick leave or vacation will charge their time to sick leave or vacation and not administrative leave, when notification of base closing is given after the end of the shift that is immediately prior to the administrative leave.

**27.08** Adverse Weather

27.08.01 In the event that NASA/JSC and the Company close their facilities due to adverse weather conditions, the Company shall compensate hourly represented employees for up to the maximum number of hours, at straight time pay, per occurrence as directed by the Contracting Officer. Employees not on the active payroll or absent for any reason such as illness or scheduled vacation during a declared occurrence of adverse weather shall not be eligible for compensation under this Article.

27.08.02 The Declaration of conditions that constitute an adverse weather occurrence shall belong exclusively to the Company.

## **28.00 REST PERIOD**

28.01 A thirty (30) minute unpaid lunch period shall be provided during an employee's regular eight (8) hour shift. If management needs to eliminate a lunch period due to testing or other operational requirements, management will make every reasonable attempt to provide a prior work day notice to effected employees. Complaints that the aforementioned notice is not being adhered to can be directed to the Department Manager or addressed under Section 22.00, Grievance Procedure.

28.02 Each employee shall be given a fifteen (15) minute rest period during each four (4) hours worked at such times as are designated by the Company. These rest periods shall be taken in the area that the employee is at the time of the break. Furthermore, due to occasional testing requirements, employees may have to postpone the break based on mission requirements.

Shops desiring a longer lunch and are willing to give up the break(s), will be afforded this option with management concurrence. This will be on a shop-by-shop basis. It is further understood a change will require a unanimous (100%) agreement from the entire shop.

## **29.00 TRAINING**

29.01 Educational Opportunities - All employees will follow the Company Educational Assistance Policy.

29.02 Training

29.02.01 The Company will train employees based on (1) needs defined by the Company to fulfill mission requirements and to operate efficiently and effectively, (2) availability of appropriate and qualified candidates and (3) numbers of employees to be trained will be determined by management.

29.02.02 When all the above criteria are substantially equal, the candidates receiving training will be selected based on seniority.

29.02.03 Any claim from employees that management is using favoritism or age bias for selecting employees for training/certification can be referred to the ESC Human Resources Manager for investigation and disposition or addressed under Article 22.00, Grievance Procedure.

### **29.03**    Cross Training

29.03.01        The Union and the Employees recognize the right of Company management to incept and execute a cross-training program. Such cross-training is intended to provide optimum service provisioning under varying workload. The Company will cross-train the most senior employees first where practical.

29.03.02        The Company may provide training for employees on as-needed basis or as directed by the customer. Training may require travel or training during other than normal working hours. Pay will be computed on a straight time basis during the travel and training.

**29.04**    Cross Craft Utilization - On projects requiring multi-craft support, those crafts may be required to support each other in an effort to complete the task in a more efficient manner. This will require craftsmen to assist other crafts under the direction of the craftsman needing the assistance. The Union also agrees to allow craftsmen to temporarily support (cross-craft) another craft due to workload, but only with due diligence on the part of the Company to issues of safety.

## **30.00 MILITARY DUTY**

30.01    An employee will be paid the difference between the regular base pay, to a member of the National Guard, State Guard, U.S. Coast Guard, or U.S. Armed Forces reserves while on leave of absence for required training.

30.02    In order to receive makeup pay for the period of military service, the employee is required to furnish a copy of the official order indicating dates of active duty before departure and a copy of the signed Military Pay Voucher upon return. The term "military pay" is defined as the gross total of Base Pay, Hazardous Duty Pay, Special Duty Pay, Quarters (B.A.Q. with dependents), and any other payments received in the performance of military duties, but excluding Travel Pay, Subsistence (B.A.S.) and Quarters (B.A.Q. without dependents). The Company will make every effort to expedite payment.

30.03    The term "regular base pay" shall include applicable shift and non-standard workweek premiums, and leadperson bonus and does not include overtime and any other premium pay or bonuses. The term "makeup pay" is defined as the difference between the employee's regular base pay and the military pay.

### 31.00 GENERAL PROVISIONS

31.01 Employees covered by this Agreement shall be governed by all Company rules, regulations and orders which are not in conflict with terms and conditions of this Agreement.

31.02 Nothing in this Agreement shall be construed to prevent an Employee from performing work which is below his classification when required to do so by the Company.

31.03 It is understood and agreed that the Company may temporarily assign Employees to other work for which, in the opinion of the Company, they are qualified, when no work exists appropriate to the Employee's job classification or when, due to extenuating circumstances as determined by the Company, the Company deems it necessary that other work be performed.

31.04 Employees found to have a contagious or communicable disease or are physically disabled will be placed on leave of absence until cleared by a medical certificate. The leave of absence shall not exceed twelve (12) months. The Company reserves the right to require employees to present a certificate from a licensed Medical Doctor to support time off due to illness or injury, exceeding three consecutive days. The Company shall have the right to verify such certificate and the employee shall sign a release form, if required, so that the Company can acquire such verification. Employees who have been placed on medical limitation (written notice) by a physician shall be provided work as long as such work is available; not to exceed twelve (12) months.

31.05 This agreement contains the entire agreement between the Company and the Union and supersedes all prior agreements between the parties and no other terms, conditions or agreements shall be included or implied unless agreed to in writing and signed by an authorized officer of each of the parties of the agreement.

31.06 The Union and its members agree to report to the Company any acts or known threats of sabotage, subversive activities, theft, damage to, or the taking by any employee of Company or Government property, or work-in-progress or materials. The Union further agrees, if any such acts occur, to use its best efforts in assisting the Company and the government to determine and apprehend the guilty party or parties.

31.07 Temporary Call-In Employees - A Temporary call-in employee is defined as an employee assigned by the Company to work hours, days, or months in order to provide temporary help due to peak work loads or filling in for employees who are absent from work for such reasons as vacation, sick leave, jury duty, military duty, and leave of absence. When temporary assignments exceed 90 days, the employee will become a regular full time employee or will be let go. (Note: On the 91<sup>st</sup> day, the employee will begin accumulating benefits; seniority of 90 days will be awarded.) When temporary assignments exceed the probationary period the Union office shall be notified. Extensions may be granted with

mutual agreement between the Union Business Representative and the Manager of Human Resources.

31.08 Bargaining unit employees shall not be required to perform duties outside the bargaining unit for a period to exceed sixty (60) calendar days.

31.09 The Company will provide payroll deductions for savings accounts at the JSC Credit Union. The amount deducted from the payroll check will be deposited to the individual accounts on the payroll date. The administration of the individual employee accounts will be in accordance with the current rules of the JSC Credit Union.

31.10 Vocational and Educational Trainees - The Company may have Vocational and Educational Trainee Programs. These employees will not be covered by the terms and conditions of the Collective Bargaining Agreement. No bargaining unit employee will be laid off while any vocational and educational trainee is doing work that is in such employee's job classification.

## **32.00 EFFECTIVE DATE AND PERIOD OF AGREEMENT**

This Agreement was executed by the duly authorized representatives of the Company and the Union and became effective 1 February 2011. The contract shall remain in full force and effect for a 3 year period until 31 January 2014 and thereafter from year to year unless one party or the other gives notice by certified mail 60 days prior to the expiration date of the contract. The parties agree to commence negotiations at an agreeable time and date after the giving of such notice. In the event of failure of the parties to reach an agreement upon such modifications or amendments of the contract by 31 January 2014 or the terminal date if any subsequent yearly period for which this Agreement remains in full force and effect, the contract shall terminate. Union Negotiating Team may include the Business Representative, two members for the first 50 bargaining unit employees and one member for each additional 35 bargaining unit employees; up to a total of 5 negotiating team members, for the duration of this labor agreement.

## **33.00 401(K) SAVINGS PLAN**

33.01 All regular employees are eligible to participate in the 401(k) Savings Plan effective on their date of employment. Employees may contribute up to 50% of base pay. Employees are immediately 100% vested. Restrictions apply to part-time eligibility.

33.01.01 Employees may invest in the investment options offered through the provided services with the Company's vendor.

## 34.00 OTHER BENEFITS

This will set forth the understanding of the parties as to the benefits to be provided to the employees covered by the Collective Bargaining Agreement.

***NOTE: THIS IS INTENDED TO BE A BRIEF SUMMARY OF EMPLOYEE BENEFITS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS SUMMARY AND A PLAN DOCUMENT, THE PLAN DOCUMENT WILL TAKE PRECEDENCE.***

34.01 Short Term Disability - The company provides, at no cost, short term disability pay after a seven (7) day period (on the eighth (8<sup>th</sup>) day), which replaces sixty (60%) percent of an employee's straight time rate for up to twenty-five (25) weeks, for a total coverage of twenty-six (26) weeks (180 days).

34.02 Long Term Disability - Employees are provided, at no cost, with a sixty (60%) percent disability income replacement benefit, after satisfying a 180-day waiting period. Benefits are payable up to age 65 except for mental/nervous disorders, which are limited to twelve (12) months.

34.03 401(k) Saving Plan - All regular employees are eligible to participate in the 401(k) Savings Plan effective on their date of employment. Employees may contribute up to 50% of base pay. Employees are immediately 100% vested.

Employees may invest in one or all of the investment options offered through Vanguard.

34.04 Basic Life Insurance - The Company provides a basic term life insurance policy at no cost to the employee.

34.05 Supplemental Life Insurance - Employees may purchase Company offered supplemental life coverage in \$10,000 increments up to \$500,000. Policies over \$200,000 in coverage will require evidence of insurability.

34.06 Spouse Life Insurance - Employees can purchase Spouse Life Insurance from \$10,000 to \$250,000, in \$10,000 increments limited to fifty-percent (50%) of the employee's Supplemental Life amount. When electing spousal coverage at the employee's first opportunity, the spouse will not be required to furnish evidence of insurability for amounts of coverage up to \$50,000.

34.07 Children Life Insurance - Employees may purchase either \$5,000 or \$10,000 of coverage.

34.08 Accidental Death & Dismemberment Insurance - Employees may purchase additional AD&D coverage in \$10,000 increments up to \$500,000 in coverage, or up to ten (10x) times the employee's annual salary.

34.09 Travel Accident - The Travel accident plan provides three (3x) times the employee's annual salary with a minimum benefit of \$100,000 and a maximum benefit of \$500,000.

34.10 Medical, Dental, Vision, Prescription Drug Coverage - The Company will provide the same insurance to Bargaining Unit employees as it does to the Non-bargaining Unit employees. Terms and conditions will be the same as for Non-bargaining Unit employees.

34.11 Flexible Spending Accounts - Flexible Spending accounts are defined as a Medical Reimbursement Account (MRA) or a Dependent Care Reimbursement Account (DCR). Employees enrolled in the MRA can set aside up to plan limits in tax-free dollars per full year for eligible medical expenses. Employees enrolled in the DCR can set aside up to plan limits in tax-free dollars per year for dependent care expenses.

34.12 Employee Assistance Program (EAP) - Employees and their family members are provided with a confidential counseling assistance program. This voluntary program is available to assist those who experience a need for counseling assistance related to problems such as substance abuse, family problems, and a variety of other stressful situations.

34.13 Long Term Care Insurance - The Company offers the opportunity to enroll in a Long Term Care Insurance Policy. This policy provides benefits should an employee or a family member become ill or injured and require long term care outside of a hospital environment.

34.14 Tuition Reimbursement Limit - The Company supports a comprehensive training and education program to develop, increase, or upgrade employee skills. One aspect of the program is the Undergraduate and Graduate Study program. This includes undergraduate and graduate level courses taken for credit or audit, on campus or by extension through educational institutions, and undergraduate senior-level courses that are a requisite part of the prescribed curriculum for the graduate degree the employee is pursuing. When involved in an approved program the employee pays for all courses and is reimbursed by the Company after successful completion of coursework. The maximum payment in any calendar year is \$3,500 per employee.

34.15 Employee Stock Purchase Plan (ESPP) - As of the effective date of this agreement, the Company Employee Stock Purchase Plan is not available to employees covered by this agreement. In the event that the Company offers this plan to any other Unions it is associated with in the future, the Company agrees to offer the plan to employees covered by this agreement. It is understood that the Company will always control all aspects of the plan and any and all changes to the plan are not subject to the Grievance Procedure.

34.16 Workers' Compensation (Risk Management) Risk Management uses specific physicians for return to work statuses. A non-risk management physician determination

will not be accepted. Employees under Worker's Compensation must follow the guidelines of that program, including release or reporting from a physician.

#### 34.17 IAMAW Pension Plan

For the duration of this Agreement, the Company agrees to make hourly contributions in the amounts listed below to the IAM National Pension Fund of the International Association of Machinists and Aerospace Workers for each employee covered by this collective bargaining agreement on the basis of eight (8) hours a day up to a maximum of forty (40) hours per week for each hour the employee is receiving his regular rate of pay.

The Company agrees to continue to pay the normal salary (up to forty (40) hours per week) and benefit contributions when an employee is on excused short-term Union Business. It is understood that the Company will invoice the Union for these costs. Reimbursement will be made within thirty (30) days of invoice receipt.

Pension contributions will be as follows:

Effective First full pay period of March 2011 - \$0.55  
Effective First full pay period of February 2012 - \$0.60  
Effective First full pay period of February 2013 - \$0.75

Payments to the program are due by the twentieth (20<sup>th</sup>) day of the month following the month in which they were accrued.

### **35.00 JOB CLASSIFICATIONS**

#### 35.01 Job Classification Assignment

Each employee in the bargaining unit shall be placed in a proper job classification for the work that the employee performs. The Company shall determine, based on authorized billets and job requirements, the appropriate job classification necessary to perform the authorized task.

#### 35.02 Job Description

The job classification and job family for each of the represented jobs are listed in Attachment A. The job description for each represented job may be obtained from Human Resources. The job description is written to define and illustrate the job standard to be established and as such shall be interpreted and applied in its entirety as a composite of the job requirements.

#### 35.03 Job Classifications

35.03.01 Job classifications shall be those listed in Attachment A.

35.03.02 During the term of this Agreement, the job classifications listed in Attachment A and any new job classifications (described in part 35.03.03) added to this Agreement shall be changed only through mutual agreement.

35.03.03 In the event that a new job classification not listed in Attachment A is required during the term of this Agreement, the Company may establish a new job classification.

35.03.03.01 The Company shall submit to the Union, for its approval, the proposed rate range in which the new job classification is to be placed. In the event an agreement as to the appropriate rate range is not reached between the Company and the Union within seven (7) calendar days from submission to the Union, the Company may place in effect the new job classification at the proposed rate range, subject to continued negotiations with the Union concerning its placement in such rate range.

35.03.03.02 If agreement between the Company and the Union as to the appropriate rate range for such new job classification is not reached within fifteen (15) calendar days from the date of its initial submission to the Union, either party may refer the matter to arbitration in accordance with the provisions of this Agreement.

35.03.03.03 Any change in the established rate resulting from the negotiations or the arbitrator's decision shall be retroactive to the date when such rate was placed in effect.

35.03.04 Job Requirements

No bargaining unit job classification shall require a college degree, although the possession of a degree may be desirable. Specialized requirements may be desired but will not be unduly cited to "fit" the job position to a particular individual while excluding others.

## APPENDIX 'A'

### Job Classifications and Grades

#### GRADE TN1

Altitude Test Technician I  
Assembly Technician I  
Avionic Electronic Fabricator I  
Avionic Mechanical Technician I  
Cleaning Mech/Tech I  
\*\*Cleanroom Lab Technician I  
Composite Technician I  
Data Certification Ops. Technician I  
Data Verif/Acq Technician I  
Electronic Fabricator I  
Electro Optical Technician I  
Electro-Mech Technician I  
Electro Sys Dev Technician I  
EVA Support Hardware Specialist I  
Fluid Systems Technician I  
\*Instrument/Electrical Technician I  
Machinist I  
Machinist Experimental I  
Mechanical Sys Technician I  
Metal Finishing Technician I  
Modal/Vibro- Acoustics Test Technician I  
Model Shop Technician I  
RF Systems Technician I  
Sheet Metal Mechanic I  
Simulation Technician Specialist I  
Softgoods Technician I  
T. V. Systems Technician I  
Technician Assistant I  
Welder Technician I

#### GRADE ASI

Shipping & Receiving Technician I  
Tool Crib Attendant I

#### GRADE TN2

Altitude Test Technician II  
Assembly Technician II  
Avionic Electronic Fabricator II  
Avionic Mechanical Technician II  
Cleaning Mech/Tech II  
Cleanroom Lab Technician II  
Composite Technician II  
Data Certification Ops. Technician II  
Data Verif/Acq Technician II  
Electronic Fabricator II  
Electro Optical Technician II  
Electro-Mech Technician II  
Electro Sys Dev Technician II  
EVA Support Hardware Specialist II  
Fluid Systems Technician II  
Instrument/Electrical Technician II  
Machinist II  
Machinist Experimental II  
Mechanical Sys Technician II  
Metal Finishing Technician II  
Modal/Vibro- Acoustics Test Technician II  
Model Shop Technician II  
RF Systems Technician II  
Sheet Metal Mechanic II  
Simulation Technician Specialist II  
Softgoods Technician II  
T. V. Systems Technician II  
Technician Assistant II  
Welder Technician II

#### GRADE ASII

Shipping & Receiving Technician II  
Tool Crib Attendant II

#### GRADE TN3

Altitude Test Technician III  
Assembly Technician III  
Avionic Electronic Fabricator III  
Avionic Mechanical Technician III  
Cleaning Mech/Tech III  
Cleanroom Lab Technician III  
Composite Technician III  
Data Certification Ops. Technician III  
Data Verif/Acq Technician III  
Electronic Fabricator III  
Electro Optical Technician III  
Electro-Mech Technician III  
Electro Sys Dev Technician III  
EVA Support Hardware Specialist III  
Fluid Systems Technician III  
Instrument/Electrical Technician III  
Machinist III  
Machinist Experimental III  
Mechanical Sys Technician III  
Metal Finishing Technician III  
Modal/Vibro- Acoustics Test Technician III  
Model Shop Technician III  
RF Systems Technician III  
Sheet Metal Mechanic III  
Simulation Technician Specialist III  
Softgoods Technician III  
T. V. Systems Technician III  
Technician Assistant III  
Welder Technician III

#### GRADE ASIII

Shipping & Receiving Technician III  
Tool Crib Attendant III

***\*NOTE: All employees that currently hold, or have previously held a classification in the job classification family of Electro Systems Development Technician at the time of ratification of this contract, will be grandfathered in to exercise their right to displace the least senior of any less senior employee in the classification family of Instrument / Electrical Technician in the event of layoffs.***

***\*\*NOTE II: Reference Cleanroom Lab Technician Job Classification***

- ***Cleaning of the nitrogen glove-box cabinets in the KA Lunar and Meteorite Curatorial facility is understood to involve significant disassembly and reassembly of hardware to be performed by Electro-Mechanical technicians. The Clean Room Laboratory Technician shall be trained to perform all cleaning steps in the process including all interior and exterior surfaces and the cleaning of all related cabinet hardware.***
- ***It is understood that Clean Room Laboratory Technicians shall use laboratory systems such as Ultra-Pure Water (UPW) and particle counting instruments in the normal performance or their cleaning duties. The Electro-Mechanical Technicians shall operate, monitor, and repair these laboratory systems.***
- ***It is understood that the Clean Room Laboratory Technicians shall be assigned as "buddies" for Liquid Nitrogen Dewar filling tasks if necessary due to scheduling or safety reasons. Likewise, Clean Room Laboratory Technicians shall be assigned as helpers to the Electro-Mechanical Technicians for critical clean room repairs for either scheduling or safety reasons.***

**SUPPLEMENT 'A'**  
**OVERTIME DISTRIBUTION PROCEDURE**  
**HOURLY EMPLOYEES**

**Overtime Distribution Procedure**

1. Overtime records will be computed and maintained in accordance with this supplement, "Overtime Distribution Procedure Hourly Employees".
2. Overtime records will be maintained on an electronic spreadsheet for overtime recording, and a hardcopy posted when records have changed.
3. To implement this procedure, it is further agreed, the "Overtime Record", shall be adjusted each year of the Agreement by reducing the hours accumulated by each employee in the Overtime Group by the amount of hours which the employee with the lowest overtime accumulation has been charged. Such adjustments shall be effective the date of this Agreement.
4. New and revised Overtime Groups shall be established with the mutual agreement of the Company and the Union, in accordance with this procedure.

The Company will use its best effort to ensure that the terms of the overtime provisions are understood and applied throughout the Company in keeping with the intent herein.

**GENERAL**

1. It is the intent of the Company where practical to divide overtime equally among employees by Overtime Groups. Overtime Groups shall normally be by department (location when applicable), classification, workweek and shift.
2. In order to assure equitable distribution of overtime among employees, uniform records shall be maintained for each Overtime Group.
  - (a) The Management Representative, when practical, should offer the opportunity to affected employees who have the lowest accumulated charged overtime (including lead person when such overtime assignment does not include any lead person duties).
  - (b) If the lowest accumulated overtime employee(s) in an Overtime Group is not asked by the subject Management Representative to work overtime because of qualifications, etc., the affected employee(s), in addition to the Steward or Senior Steward, shall receive prior notification as to the reason for such bypassing by the subject Management Representative.
  - (c) In the event all employees within the Overtime Group refuse the available overtime, Management will require the employee with the lowest accumulated overtime to work.

3. The Company will give notice to the employees as early as possible for scheduled weekend overtime and as early as possible for in-week overtime; however, an employee shall be charged for all overtime offered/worked within the occupational job family.
4. If, after following the above procedure, there are insufficient employees to perform the required overtime, overtime will then be assigned to the qualified employees within such overtime Group having the lowest overtime accumulation. Overtime is voluntary only on Company recognized holidays.
5. In the event of overtime where employees are available in the Overtime Group, overtime will be offered in accordance with the overtime distribution procedure; however, when temporary overtime help is required from outside the department, the Company will use its best efforts to obtain such help from program support organizations, e. g., General Engineering and Technical Publications, or an adjacent department in the same building and shift prior to going to another Company organization not in the same building and/or shift, recognizing that overtime work will be assigned by classification according to the principles outlined in Article 21.03.

#### **OVERTIME AND TEMPORARY SHIFT ASSIGNMENTS**

The hazardous operations requirements per the latest revision of JSC Requirements Handbook for Safety, Health and Environmental Protection (JPG-1700.1) apply to the following subsections.

- (a) When a temporary shift is required during the normal workweek, or any part thereof, the most senior qualified employee shall have first choice of shift assignment as long as there is no scheduled overtime involved in shift selection.
- (b) All overtime assignments will be first staffed with qualified employees with the lowest accumulated charged overtime in the affected Overtime Group. \* When shift work that includes overtime is required during the normal workweek, or any part thereof, seniority is used for selection of shift between the qualified employees (with the lowest accumulated overtime) accepting the overtime.

\* Shifts that are required to establish DUTY STATIONS for a LONG TERM TEST will also use this method of assignment. Shifts establishing DUTY STATIONS for LONG TERM TESTS will be reassigned on a weekly basis using this same method. (This means the Company may establish DUTY STATIONS for LONG TERM TEST coverage a week at a time).

- (c) Shift selection for weekend overtime, excluding DUTY STATIONS for LONG TERM TESTS, is independent of normal workweek operations and does not establish an employee's shift for the following normal workweek (Monday

through Friday), provided personnel can be assigned to a shift for the following normal workweek.

- (d) When a temporary shift is required on the 6<sup>th</sup> work day, the most senior qualified employee of those employees (lowest on overtime) accepting the overtime in the affected Overtime Group shall have first choice of shift assignment for such overtime; then the second most senior qualified employee, etc. If any qualified employee turns down the overtime/shift, that employee will be charged for turning down overtime per the provisions in Supplement A. This procedure will continue until all positions/shifts are staffed for 6<sup>th</sup> work day overtime. If overtime is required for the 7<sup>th</sup> work day, the accumulated overtime will be projected including that for the 6<sup>th</sup> work day, and shift staffing will be determined per the process above for the 6<sup>th</sup> work day. The Overtime list will be updated on Monday to reflect the actual time worked/charged during the weekend.
- (e) It is understood that if overtime is cancelled after one of the above methods of staffing is used, there is no recourse if someone does not get to work their scheduled overtime.
- (f) The 12 hours off time referred to in Article 21.02.05 will not apply to off time between Friday/Saturday, Saturday/Sunday, or Sunday/Monday because weekend overtime is already paid at the applicable overtime rate.

NOTE: LONG TERM TEST – A TEST THAT LASTS MORE THAN SEVEN DAYS.

### **OVERTIME RECORD**

Each Overtime Group shall use an electronic spreadsheet as an overtime record to record hourly employee's overtime. The "Overtime Record" shall be adjusted each year of the Agreement by reducing the hours accumulated by each employee in the Overtime Group by the amount of hours that the employee with the lowest overtime accumulation has been charged.

The regular posting procedure shall include:

- (a) Employee's name by job classification (job code), by shift, by department (location where applicable), and by workweek.
- (b) Cumulative overtime balance brought forward.
- (c) Number of overtime hours charged by day.
- (d) All overtime offered/worked.

(e) Post all absences daily using the following absence codes:

A - Full day absence due to any reason other than Code L.

L - Full day absence due to vacation, jury duty, temporary military leave, union business and field duty.

S - Short time: Approved departure from plant prior to the notification of overtime at the end of the affected employees regular work shift, therefore, the employee was not available to be requested to work overtime.

T - Temporary loan to another overtime group or seniority unit.

### **HOW OVERTIME SHALL BE CHARGED**

A. Any employee who actually works overtime shall be charged for such overtime. Any employee who is asked and refuses to work overtime shall be charged for the normal rate plus any unworked hours. Any employee who has refused overtime but is subsequently drafted shall be charged for actual overtime worked in addition to the rate for refusing. Any employee unavailable to be asked to work overtime during employee's normal assigned workweek shall be charged for such overtime at the normal rate. Overtime requirements that occur at times other than the employee's normal assigned workweek will be staffed through the use of Article 21.06 (Call-Back Time) and a reasonable effort will be made to call the employee(s) that are lowest on the Overtime Record.

Employees who work a normal Monday through Friday workweek who are called to work at some time other than their normal scheduled work hours shall not be charged for any overtime worked during this unscheduled time if they cannot be contacted by the Company. Selection of employees for telephone call-in of unscheduled overtime is not subject to the grievance procedure.

B. New Hires shall be entered onto Overtime Record as follows:

(1) Add name to the Overtime Record in the proper Overtime Group.

(2) Calculate the average overtime hours of the employees in the Overtime Group as of the date the employee completes the probationary period or works/charges overtime during the probationary period.

(i) Show this average by a red figure circled in red.

(ii) Add all future hours charged to average hour figures when computing total overtime hours.

C. Employee Changing Overtime Groups shall be entered onto new Overtime Group as follows:

- (1) Add name to the Overtime Record in the proper Overtime Group.
- (2) An employee who held the highest overtime accumulation in the Overtime Group from which the employee was transferred shall be entered onto the new Overtime Group with the same hours as the employee with the highest overtime accumulation into which the employee is entering.
- (3) An employee who held the lowest overtime accumulation in the Overtime Group from which the employee was transferred shall be entered onto the new Overtime Group with the same hours as the employee with the lowest overtime accumulation into which the employee is entering.
- (4) For an employee who held neither the low or high overtime accumulation in the Overtime Group from which the employee was transferred shall be entered onto the new Overtime Group with the calculated average overtime hours of the employees in the Overtime Group into which the employee is entering.
  - (i) Show this average by a red figure circled in red.
  - (ii) Add, all future overtime hours charged to average hour figures when computing total overtime hours.

D. Employees returning from layoff shall be entered on the Overtime Record as follows:

- (1) Add name to the Overtime Record in the proper Overtime Group.
- (2) Calculate the average overtime hours of the employees in the Overtime Group.
  - (i) Show this average by a red figure circled in red.
  - (ii) Add all future hours charged to average hour figures when computing total overtime hours.

E. Employee returning after an absence for any reason and the absence is less than thirty (30) days shall be charged the Overtime Record for each time the employee would have been offered the overtime, just as if the employee was present. The record shall be coded as follows:

Post all absences daily using the following absence codes:

A – Full day absence due to any reason other than Code L.

L - Full day absence due to vacation, jury duty, temporary military leave, union business and field duty.

**S** - Short time: Approved departure from plant prior to the notification of overtime and the end of the affected employee's regular work shift; therefore, the employee was not available to be requested to work overtime.

**T** - Temporary loan to another Overtime Group or seniority unit.

F. An employee returning from a prolonged leave of absence (thirty (30) calendar days or more) shall be placed in an Overtime Group with the average overtime hours of the Overtime Group assigned.

G. An employee on temporary loan to another Overtime Group shall:

- (1) Not be requested to work overtime unless all other employees in the Overtime Group are requested, and
- (2) Be charged all overtime offered or worked in employee's home Overtime Group.
- (3) When on loan to another Overtime Group or seniority unit, any overtime worked shall be brought back to the employee's home Overtime Group and added to the total accumulated overtime.

H. An employee paid for overtime not worked in settlement of a grievance shall be charged for such overtime at the time the grievance is settled.

I. Exceptions:

- (1) Any employee going to an Overtime Group consisting of one (1) employee shall receive the same accumulated overtime hours as possessed by the one (1) employee in the Overtime Group.
- (2) Any employee leaving an Overtime Group consisting of one (1) employee going to an Overtime Group consisting of two (2) or more employees shall receive the average accumulated overtime hours of the Overtime Group.
- (3) When a new shift or department is established by employees coming from the same shift and department, such employees shall transfer their respective charged overtime to such new shift or department.
- (4) When a new shift or department is established by employees coming from different shifts or departments, such employees shall be given a zero (0) charged overtime balance.

The Management Representative will review with the appropriate Steward circumstances where an employee is asked and rejects overtime and additional employees are not asked for such reasons as lack of appropriate qualifications, etc.

## **OVERTIME PAY**

- 1) Overtime payable at one and one half times the regular rate. Charge employee 1-1/2 times the actual time worked (and/or offered but not worked).

EXAMPLE: Employee works 8 hours on the 6th day of his workweek.

1-1/2 x 8 = hours charged

Use 12 hours on Overtime Record

- 2) Overtime payable at two times the regular rate. Charge employee with two (2) times the actual time worked (and/or offered but not worked)

EXAMPLE: Employee works 8 hours on the 7th day of his workweek.

2 x 8 = hours charged

Use 16 hours on Overtime Record

An employee accepting scheduled weekend overtime work, failing to report for such overtime work, shall be charged for all overtime hours offered.

In the event the employee is unable to work the accepted overtime, the employee should exert every effort to notify the Company prior to the commencement of such scheduled weekend overtime.

### **POSTING EXCEPTIONS:**

- 1) When overtime is offered but not worked or partially worked. Charge employee with all overtime offered in accordance with this procedure as follows:
- (a) Divide box in half.
  - (b) Indicate hours offered in upper half of box.
  - (c) Indicate hours unworked in lower half of box.
  - (d) If employee is drafted, add additional hours offered in upper half of box.
  - (e) Add entries in both upper and lower halves of the box to total overtime charged.

EXAMPLE: Three employees asked to work 8 hours overtime on the sixth workday.

- (1) Employee asked and works 8 hours overtime on sixth workday.  
12 = 12 hours charged

- (2) Employee asked and refuses to work 8 hours overtime on sixth workday.  
12 = 24 hours charged  
12
  - (3) Employee asked and refuses to work 8 hours - overtime on sixth workday and is drafted (lowest cumulative overtime)  
12 + 12 = 36 hours charged  
12
- 2) The Company will meet as necessary with the Union to review the overall effectiveness of overtime distribution, the reduction of the existing spreads, etc.
- 3) The Company will ensure that the spirit of this procedure is enforced. The Company will make every effort to ensure that employees responsible for posting, etc., of the Overtime Records are properly trained, and that the records are periodically audited by qualified personnel.

**SUPPLEMENT 'B'**

**Classifications Wage Schedule**

<b>ESCG</b>	<b>Feb - 2011</b>	<b>2.50%</b>	<b>Feb-2012</b>	<b>2.50%</b>	<b>Feb-2013</b>	<b>2.90%</b>
<b><u>Salary Grade</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
TN3	\$ 21.09	\$ 29.96	\$ 21.62	\$ 30.71	\$ 22.25	\$ 31.60
TN2	\$ 17.57	\$ 27.03	\$ 18.01	\$ 27.70	\$ 18.53	\$ 28.51
TN1	\$ 13.33	\$ 22.24	\$ 13.66	\$ 22.80	\$ 14.05	\$ 23.46
<b><u>Salary Grade</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
AS3	\$ 17.87	\$ 24.40	\$ 18.31	\$ 25.00	\$ 18.84	\$ 25.73
AS2	\$ 14.84	\$ 20.12	\$ 15.21	\$ 20.62	\$ 15.65	\$ 21.22
AS1	\$ 12.12	\$ 17.88	\$ 12.42	\$ 18.32	\$ 12.78	\$ 18.85

Shift Premium will be \$2.00 per hour effective February 1, 2011.

Lead pay will be \$1.00 per hour above the highest classification led or of the employees actual classification if higher.

All percentage increases and Automatic Wage Adjustments will be effective with the first full pay period of the respective month: ie - February, June or October.

Automatic Wage Adjustment (AWA) - \$0.00 per hour June and October, 2011; \$0.20 per hour, June & October, 2012; and \$0.30 per hour, June & October, 2013.

Automatic Wage Adjustment (AWA) - Per hour adjustment (identified above) on the 1st pay period of June and October of each year - hourly rate progression continues until the employee reaches the maximum of their Salary Grade.

**SIGNATURES OF THE PARTIES:**

Signature Page

**IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their authorized representatives.**

**International Association of Machinists and  
Aerospace Workers, AFL-CIO**

**Jacobs Technology Inc.**

**For the Union:**

**For the Company:**

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**Preston Brown**  
Business Representative  
IAM&AW District 37, Local Lodge 1786

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**Lon F. Miller**  
Senior Vice President, General Manager  
Jacobs Technology Inc. - ESC Group

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**Rudy F. Moreno**  
Union Committee Member  
Chief Steward

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**Lee M. Whitham**  
Director, Human Resources  
Jacobs Technology Inc.

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**Scott P. Stratton**  
Union Committee Member

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**Steve Iapicco**  
Manager, Labor Relations  
Jacobs Technology Inc.

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**Nelson Kennedy**  
Union Committee Member

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**Karen E. Wedden**  
Manager, Human Resources  
Jacobs Technology Inc.

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**Terry Parker**  
Union Committee Member

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**V. Lorna Kenna**  
Director, Asset Management  
Jacobs Technology Inc.

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**Charles K. Hellriegel**  
Union Committee Member

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**Glenn Ellis**  
Director, SARD  
Jacobs Technology Inc.

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**Timothy W. Fox**  
Union Committee Member