

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LB&B ASSOCIATES INC.

(LB&B)

AND THE

BUILDING TRADES COUNCIL

EFFECTIVE

MAY 15, 2000 THROUGH MAY 14, 2004

INDEX

| Title | Page |
|--|------|
| PREAMBLE | 1 |
| COVENANTS | 1 |
| ARTICLE 1: INTENTS AND PURPOSES | 1 |
| ARTICLE 2: MANAGEMENT RIGHTS | 2 |
| ARTICLE 3: UNION SECURITY AND REFERRAL | 3 |
| ARTICLE 4: SENIORITY | 3 |
| ARTICLE 5: NON-DISCRIMINATION | 4 |
| ARTICLE 6: SCOPE OF WORK | 4 |
| ARTICLE 7: DEFINITIONS | 4 |
| ARTICLE 8: GRIEVANCE PROCEDURE | 5 |
| ARTICLE 9: WORK ASSIGNMENT | 6 |
| ARTICLE 9A: TEMPORARY WORK ASSIGNMENTS | 6 |
| ARTICLE 10: UNION SITE REPRESENTATION | 6 |
| ARTICLE 11: CONTRACTOR'S REPRESENTATIVE | 7 |
| ARTICLE 12: LOCAL UNION REPRESENTATIVES | 7 |
| ARTICLE 13: WAGE RATES AND PAYDAY | 7 |
| ARTICLE 14: TWENTY-FOUR HOUR RULES | 7 |
| ARTICLE 15: DAY WORK SCHEDULE | 8 |
| ARTICLE 16: STAGGERED WORK WEEK | 8 |
| ARTICLE 17: TEMPORARY SHIFT WORK CONDITION | 8 |
| ARTICLE 18: PERMANENT SHIFT WORK CONDITIONS | 9 |
| ARTICLE 19: SICK LEAVE | 9 |
| ARTICLE 19B: BEREAVEMENT LEAVE | 10 |
| ARTICLE 20: HOLIDAYS | 10 |
| ARTICLE 21: VACATION LEAVE | 10 |
| ARTICLE 22: REPORTING TIME AND CALL-INS | 12 |
| ARTICLE 23: TOOL ROOMS | 13 |
| ARTICLE 24: FIRST AID AND SAFETY | 13 |
| ARTICLE 25: PROJECT RULES AND REGULATIONS | 14 |
| ARTICLE 26: PROTECTIVE LEGISLATION | 14 |
| ARTICLE 27: PERIODIC CONFERENCE | 14 |
| ARTICLE 28: GENERAL SAVINGS CLAUSE | 14 |
| ARTICLE 29: WORK STOPPAGES | 15 |
| ARTICLE 30: REQUIRED PROCEDURES AND CERTIFICATIONS | 15 |
| ARTICLE 31: TERM OF THE AGREEMENT | 15 |
| ARTICLE 32: SUCCESSOR AND ASSIGNS | 16 |
| SCHEDULE A | 17 |
| LETTER OF AGREEMENT NO. 1 | 18 |
| LETTER OF AGREEMENT NO. 2 | 19 |
| LETTER OF AGREEMENT NO. 3 | 21 |

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is entered into this 15th day of May 2000, by and between LB & B Associates Inc. (hereafter referred to as the "Company") located in Columbia, Maryland, and those Local Unions of the AFL-CIO who are signatory and listed hereinafter (herein referred to as the "Unions") for the purpose of facility maintenance, repair and renovation work assigned to the Test Area Support Branch of the Company's contract with the George C. Marshall Space Flight Center located at Huntsville, Alabama.

The Unions are composed of the following Local Unions of the AFL-CIO:

- Bricklayers and Allied Craftworkers Local No. 15
- Carpenters Local Union No. 1274
- Electricians Local Union No. 558
- Laborers' Local Union No. 366
- Operating Engineers Local No. 320
- Painters Local Union No. 1293
- Plumbers and Steamfitters Local Union No. 377
- Sheetmetal Local Union No. 48

COVENANTS

Whereas, the Company is engaged in the business of continuous facility maintenance, repair and renovation (as defined in Article 6 and 7) with the Government and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Company wish to enter into an Agreement for the mutual benefit covering work of this nature. Whereas, the Company and the Unions desire to mutually stabilize wages, hours of work and work conditions.

Whereas, the Company and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the undersigned Company and Unions in consideration of the mutual promises and covenants contained herein that the Collective Bargaining Agreement be made as follows:

ARTICLE 1: INTENTS AND PURPOSES

This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate subdivision thereof signing hereto, and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the company and the Unions during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent and in writing by the parties signatory hereto.

ARTICLE 2: MANAGEMENT RIGHTS

The Unions understand that the Company is responsible to perform the work required by the Government. Therefore, the Company has the complete authority and right to:

- A. Plan, direct and control the operation of this work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Company feels appropriate to meet work requirements and/or skills required.
- D. Determine work methods and procedures.
- E. Determine the need and number of foremen. To name the foremen and to require foremen to work with their tools when in the Company's opinion this is advisable.
- F. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
- G. Discharge or discipline employees for proper cause.
- H. The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- I. It is understood that all employees will work together harmoniously as a group and as directed by the Company. This is not to be construed under regular operation conditions as the Company's prerogative to assign employees out of their regular skill classification.
- J. The Unions understand the extreme importance of keeping operating equipment, units, and facilities running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Government. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required

to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.

- K. It is understood by the Company and agreed to by the Unions, that the employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

ARTICLE 3: UNION SECURITY AND REFERRAL

- A. The Unions are recognized by the Company as the primary source of employment referrals. When additional personnel are required, the Company will contact the appropriate Unions who will make every effort to supply the required manpower at the time required.
- B. If the Unions are unable to supply the required personnel within forty-eight (48) hours, the Company may solicit and hire qualified personnel from any other source. Any employee so hired will be notified by the Company that the Union is recognized by the Company as exclusive Bargaining Agent for employees in the Bargaining Unit.

ARTICLE 4: SENIORITY

- A. In the event of a layoff, seniority will prevail provided the remaining employees are qualified to perform the work required. Apprentices and journeymen will be on separate seniority listings. Reductions in force will be made in a manner which maintains the apprentice-to-journeyman ratio below:

| Classification | Journeyman | Apprentice |
|--------------------------------|------------|------------|
| Maintenance Electrician | 3 | 1 |
| Maintenance Pipefitter | 3 | 1 |
| Maintenance Insulator | 3 | 1 |
| Maintenance Millwright | 3 | 1 |
| Maintenance Sheetmetal | 4 | 1 |
| Maintenance Painter | 3 | 1 |
| Maintenance Carpenter | 4 | 1 |
| Maintenance Bricklayer | 3 | 1 |
| Maintenance Operating Engineer | 4 | 1 |
| Maintenance HVAC Mechanic | 3 | 1 |

- B. The referring unions will designate on the referral which individual will have the greatest seniority date when two or more employees from the same local begin working on the same day.

- C. An employee previously employed by the Company who is laid off by the Company and is rehired within ninety (90) calendar days will retain his/her previous vacation accrual date.
- D. The Company shall provide an employee a forty-eight (48) hour notice prior to the effective day of a layoff (RIF).

ARTICLE 5: NON-DISCRIMINATION

The Unions and the Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, disability, national origin, age or status as a disabled or Vietnam Era Veteran.

ARTICLE 6: SCOPE OF WORK

This Agreement covers only that work assigned by the Government to the Company and performed by the employees of the Company assigned to the Test Area Support Branch. This Agreement does not cover work performed by the Company of a new construction nature, in which event said work shall be done in accordance with existing local and/or National Building Construction Agreements.

The Unions and the Company understand that the Government may choose to perform or directly subcontract or purchase any part or parts of the work necessary on this project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

ARTICLE 7: DEFINITIONS

- A. Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery, equipment and facilities within the limits of Marshall Space Flight Center.
- B. All work performed by the Company on existing equipment, machinery and facilities including all associated work at Marshall Space Flight Center shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process line in a plant in order to increase production, but rather would apply to such individual items as compressors, pumps, furnaces, towers, etc.
- C. Addition of spare machinery or equipment may be done under maintenance agreement provided it is for debottlenecking purposes. There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

- D. Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- E. Regarding buildings and structures, part of the Marshall Space Flight Center Property, these buildings would, of necessity, have to be kept in serviceable condition; however, construction of new additional buildings and structures would be of a new construction nature and Local Construction Agreements would prevail.

ARTICLE 8: GRIEVANCE PROCEDURE

All grievances that may arise on any matter covered by the Agreement shall be handled in the following manner:

Step 1: Between the aggrieved employee and/or the Steward and the employee's immediate on-site Supervisor within five (5) days of knowledge of the alleged occurrence. It is understood that the on-site Steward shall have permission to phone the appropriate Union Business Representative for guidance in any situation that may arise during working hours.

If the alleged grievance is not settled, it shall be processed into Step 2 within ten (10) days from the meeting with the Supervisor.

Step 2: The Local Union Representative (Business Agent) shall submit the grievance in writing to the Manager. The Manager will answer the grievance in writing within ten (10) days of receipt of the union appeal.

Step 3: A. Within five days from receipt of the answer given by the Manager at Step 2, the Unions may appeal the grievance in writing to the Contract Manager.

B. The Contract Manager, or his designated representative, shall render a decision within ten (10) days from receipt of the union's appeal.

Step 4: Grievance Committee

A. Within ten (10) days from receipt of the Contract Manager's decision, the Union may appeal that decision by informing the Contract Manager or his designee in writing. This notice of appeal will include the names of two (2) individuals that the Union appoints to be members of the Grievance Committee.

B. Within three (3) days from receipt of that notice, the Contract Manager will notify the Union in writing of the appointment of two (2) individuals as members of the Grievance Committee representing the Company.

C. The four (4) members of the Grievance Committee so appointed will meet within five (5) days from the appointment of the company representatives and

select a fifth impartial Grievance Committee member. These five members will render a decision within ten (10) days.

D. If the Company and the Union cannot agree on an impartial member, a list of arbitrators will be requested from the Federal Mediation and Conciliation Service. The parties will alternately strike names, with the requester striking first. The remaining name will be the selected arbitrator. Cost of arbitration will be shared at equal parts by the Company and the Union.

E. The decision of the Grievance Committee or arbitrator shall be binding on both parties.

F. All references to days in this article are working days.

G. The Unions and Company agree that employees covered by this agreement shall exhaust all remedies provided by binding arbitration in lieu of pursuing legal proceedings.

ARTICLE 9: WORK ASSIGNMENT

The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement. In the event of a jurisdictional dispute, Company assignments will prevail until the dispute is settled between the Unions or by finding of the appropriate Jurisdictional Disputes Board.

Project maintenance conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments are appropriate to take care of changing needs. The Company agrees that it shall abide by such agreements reached by and with Local Union Representatives.

ARTICLE 9A: TEMPORARY WORK ASSIGNMENTS

The Company may make work assignments outside normal craft guidelines on a temporary basis to prevent costly production waste and/or inefficient use of the workforce. Such temporary assignments shall be made in a prudent manner, shall not exceed two (2) hours per job, and shall not be made with intent of eroding craft lines.

ARTICLE 10: UNION SITE REPRESENTATION

Unions shall be represented by job stewards selected in accordance with Local Union's By-Laws. At no time shall the Company discriminate against stewards because of faithful performance of their duties.

When in need of assistance or direction, a steward shall contact the appropriate Local Union Business Representative. It is understood that the stewards will have access to a telephone during working hours in order to contact the Unions.

ARTICLE 11: CONTRACTOR'S REPRESENTATIVE

The Company shall appoint a Representative who shall work with the on-site Union Steward to exchange information which will be beneficial to the harmonious operation of the project. The Unions shall be informed as to the identity of the Company's Representative.

ARTICLE 12: LOCAL UNION REPRESENTATIVES

Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Company for such visitations in keeping with Government's uniform rules of safety and security as expeditiously as possible.

ARTICLE 13: WAGE RATES AND PAYDAY

- A. Wage rates and fringe benefits shall be as specified in Schedule "A" attached hereto.
- B. For purposes of this Agreement, wage premiums established under local and/or national agreement affecting maintenance repair or renovation work such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement.
- C. After the Company's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the Company is concerned, except to the extent that any such change in wages or working conditions shall have been agreed upon in negotiations between the Local Union having jurisdiction over the area and the Company.
- D. Wages will be paid semimonthly. The payroll period shall close so that no more than one (1) pay period will be held back and payments to be made before the end of the employee's shift after the initial pay period withholding.

ARTICLE 14: TWENTY-FOUR HOUR RULES

All the time worked before and after the regularly established shift hours in any twenty-four hour period or on the sixth day shall be paid at the rate of time and one-half. All time worked on the seventh day and holidays shall be paid at the rate of double time. Employees working overtime beyond their shift shall be paid overtime.

ARTICLE 15: DAY WORK SCHEDULE

The standard work day shall be an established consecutive eight hour period between the hours of 7:00 a.m. and 5:30 p.m. exclusive of a thirty minute lunch period. Forty hours per week shall constitute a week's work, Monday through Friday, inclusive.

At the Company's discretion, employees will be permitted to take a fifteen (15) minute break every four hours.

When the job conditions dictate, a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Company and the Local Unions involved shall mutually agree to such changes.

NOTE: All time before and after the established workday of eight hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article 20 shall be paid for at the rate of double time.

ARTICLE 16: STAGGERED WORK WEEK

Facilities requiring continuing maintenance on a seven day basis can be established. When a seven day staggered work week is established, it is understood that the employees shall receive two consecutive days off in lieu of Saturday and Sunday. If the employees work either of these two days, on the first regularly scheduled day off they shall receive time and one-half the regularly established rate; when employees work their second day off, they shall receive two times the regularly established rate. All other overtime payment shall be consistent with the terms of this Agreement.

Within the concept of the staggered work week a second shift may be established. Employees working on such second shifts shall work seven and one-half hours and receive eight hours pay. Employees working on third shift shall work seven hours and receive eight hours pay. Employees assigned to staggered shifts will receive an additional \$0.25 per hour. Shift differential will apply in the same manner as stated in Article 18.

ARTICLE 17: TEMPORARY SHIFT WORK CONDITION

When so elected by the Company, in accordance with contract requirements, multiple shifts on a temporary basis of at least three consecutive work days duration may be worked. When two or three shifts are worked, the first or day shift shall be established on an eight hour basis, the second shift shall be established on a seven and one-half hour basis, and the third shift shall be established on a seven hour basis.

Unnecessary fluctuations of the three consecutive work day provision for the purpose of circumventing the regular overtime provisions is a violation of this Article. In the event of such violation, all employees on such temporary shifts will be paid at the appropriate overtime rate.

The determination of the start of multiple shifts is the prerogative of the Company. If it is necessary to use employees from a previous shift within a twenty-four hour period, overtime provisions of Article 14, paragraph 1, shall apply and will be considered the beginning of the three consecutive work days.

The pay for the second and third shifts shall be equivalent of eight times the employee's straight time hourly rate.

ARTICLE 18: PERMANENT SHIFT WORK CONDITIONS

A four cycle shift system will be operated only when the work is considered to be of a permanent nature. The names of those employees employed on permanent shifts will be published showing shift rotation, the working shifts, and the days off for each employee for a period of at least three months.

The standard workday shall be eight hours of continuous employment, including a thirty minute lunch period. Forty hours per week shall constitute a week's work. All time worked in excess of eight hours per day shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first day shall be paid at the rate of time and one-half and the second scheduled day off worked shall be paid at the rate of double time.

The days off for permanent shift workers shall be two consecutive days per week in lieu of Saturday and/or Sunday.

When permanent shifts are to be reduced or canceled, the Unions shall be given at least three days notice in writing.

The differential for permanent shift work will be \$.60 per hour for the second shift and \$.70 for the third shift effective 15 May 2000 and will be applied to the base rate of pay.

ARTICLE 19: SICK LEAVE

The Company will provide at its expense, short-term disability (STD) insurance coverage for the employees effective upon their first day of employment with the Company in accordance with the following:

- A. STD benefits begin on the eighth calendar day of absence. Benefits will be payable on the first day of hospital confinement if hospitalization is due to a non-occupational injury/accident.
- B. STD benefits will be an amount equal to 60% of an employee's base weekly earnings, payable up to 26 weeks for any one period of disability due to injury or sickness, not to exceed \$500; effective May 15, 2003, not to exceed \$525 for the duration of the agreement.

ARTICLE 19B: BEREAVEMENT LEAVE

An employee shall be entitled to leave with pay for a maximum of three (3) days or twenty-four (24) scheduled work hours in the event of the death of the employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, stepparents, stepchildren, grandparents and relatives actually living in the employee's household. Such leave may only be used the day before, the day of, or the day after the funeral. Leave under this sections shall be conditioned upon the employee submitting to the Company, proof of death of the deceased and 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. An employee must have worked within thirty (30) days prior to the first eligible bereavement leave day to be eligible for bereavement leave pay.

ARTICLE 20: HOLIDAYS

- A. The following ten days shall constitute the legal paid holidays within the terms of this Agreement, except mutually agreed to changes between the parties:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

- B. The days observed as holidays will be consistent with the days observed by MSFC. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.
- C. In the event the employees of MSFC are granted administrative leave in observance of a special occurrence, Company employees covered by this Agreement will be granted the same privileges, provided written authority for such action is received by the Company from the Contracting Officer.

ARTICLE 21: VACATION LEAVE

- A. The term "Vacation Leave Year" as used herein is defined as the period beginning on the employee's anniversary date and extending to the employee's next anniversary date.
- B. For those personnel that were employees of the Company on 15 May 1977, and have continued as Company employees with no break in service from 15 May 1978 the employees' anniversary date for those personnel will be counted as 15 May 1977.
- C. An employee leaving the Company with more than six months continuous service in the Test Area Support Branch, and who is not otherwise eligible for vacation leave, will be paid a pro-rate amount in lieu of vacation leave but not less than one weeks pay.

An employee leaving the Company in less than six months will be paid a pro-rate amount in lieu of vacation leave as accrued, except in cases of voluntary termination or termination for just cause.

- D. Payment of vacation leave will be made for regularly scheduled hours of work falling in the vacation leave period on the basis of the employee's rate of pay in effect during the vacation leave period. Such payment will be made at the employee's straight time rate of pay.
- E. Regularly scheduled non-work hours paid as vacation leave shall be considered as hours worked in determining hours for which an employee is entitled to receive overtime payment.
- F. Payment in lieu of vacation will not be permitted while the employee remains in the service of the Company. An employee leaving service of the Company for any reason and eligible for a vacation leave in accordance with this vacation leave policy will be paid on the basis of the employee's regular rate of pay in effect on the last day of the employee's service.
- G. If a day recognized by the Company as a holiday occurs during the period an employee is on vacation and the day is a regularly scheduled work day for the employee, payment to the employee will be made as holiday pay and the day will not be charged against the employee's vacation leave eligibility.
- H. In applying for and taking vacation leave, employees shall conform to such regulations and procedures as the Company may establish regarding vacation leave.

Consistent with maintaining the force necessary for carrying on operations, the Company will grant vacation leave as nearly as possible to the time the employees desire to take vacation leave.
- I. Vacation leave should be taken by all employees during the vacation leave year in which they become eligible for the vacation leave unless the Company specifically requests an employee to forego the vacation leave during that vacation leave year. Such request shall be made on the basis of approval by the Contract Manager.
- J. Vacation leave will be considered as taken during the vacation leave year in which a continuous vacation leave period begins. On this basis an employee who actually starts a continuous vacation leave not later than the last scheduled work day of the vacation leave year will be permitted to continue the vacation leave into the next vacation leave year for the number of scheduled work days remaining to his credit for the vacation leave year in which the vacation leave is started.

- K. In the event of the death of any employee who was eligible for vacation leave, a payment in lieu of vacation will be made by the Company to the person, persons, or entity designated by appropriate legal authority.
- L. The below accrual schedule will apply for earned vacation accrual, with the Accrual Factor based upon the employee's anniversary date as previously defined in this Article.

ACCRUAL FACTOR

| Length of Service per Mo. | Earned Days Leave (Days) | Annual Vacation |
|---------------------------|--------------------------|-----------------|
| 0-5 years | 0.83 | 10 |
| 6 years | 1.00 | 12 |
| 7 years | 1.08 | 13 |
| 8 years | 1.17 | 14 |
| 9 years | 1.25 | 15 |
| 10 years | 1.33 | 16 |
| 11 years | 1.42 | 17 |
| 12 years | 1.50 | 18 |
| 13 years | 1.58 | 19 |
| 14 years | 1.67 | 20 |
| 15 years | 1.75 | 21 |
| 16 years | 1.83 | 22 |
| 17 years | 1.92 | 23 |
| 18 years | 2.00 | 24 |
| 19 years | 2.08 | 25 |
| 20 years | 2.17 | 26 |

ARTICLE 22: REPORTING TIME AND CALL-INS

REPORTING TIME

When employees report to work at the start of their regular work shift and are not given the opportunity to work because none is available, and were not previously notified not to report to work, they shall be paid two hours reporting time. If an employee is delayed due to inclement weather, he may be given two hours grace period for reporting time.

When employees start to work, they shall be paid not less than four hours and if they work beyond the four hours, they shall be paid for actual time worked. It shall be the Company's prerogative whether or not to stop work. If employees refuse to start or stop work on their own volition, the minimum set forth herein shall not apply.

CALL-INS

A call-in is defined as notification to report for work by whatever means to employees for work outside of their regular shift or regularly scheduled day off or holiday. Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A call-in two (2) hours prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When employees are called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, they shall be paid not less than four hours at the applicable overtime rate for that day except when the call-in is two (2) hours prior to and continuous with the normal work hours.
- C. If there is an overlapping of an employee's time from the fifth day to the sixth day, the sixth day to the seventh day or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four hour plan as outlined in sub-section B above at the applicable overtime rate, but at no time will the employee receive the four hour guarantee more than once for any one call-in.

ARTICLE 23: TOOL ROOMS

- A. The Company and the Unions agree that it shall be the Company's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the Company's option be employed directly by them.
- B. If it is the intention of the Company to establish area tool rooms and warehouse as required for efficient service in the plant, these area tool rooms and warehouse will be manned under the terms of this Agreement.

ARTICLE 24: FIRST AID AND SAFETY

The employees covered by the terms of this Agreement shall at all times while in employ of the Company be bound by the safety rules and regulations as established by the Government and/or Company. These rules and regulations are to be posted at conspicuous places throughout the plant.

- A. The Company, with the aid of NASA, shall maintain compliance with the NASA's Volunteer Protection Programs, by partnering with NASA's management and labor for a safer, healthier work environment.
- B. Employees are required to wear safety shoes while at the work site. The Company agrees to reimburse up to a maximum of \$90.00 per pair, annually, for the purchase of safety shoes for use at Marshall Space Flight Center while assigned to the Test Operations Support Contract.
- C. Employees injured on the job shall not be at loss of pay on the day of an injury or during a revisit or follow-up appointment to a doctor during work hours.

ARTICLE 25: PROJECT RULES AND REGULATIONS

- A. It is agreed that project rules and regulations will be limited to safety and security, and will be prepared and distributed among the employees on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.
- B. It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge subject to Article 8 - Grievance Procedure.

ARTICLE 26: PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

ARTICLE 27: PERIODIC CONFERENCE

Periodic conference shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE 28: GENERAL SAVINGS CLAUSE

- A. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.
- B. It is mutually agreed by the parties hereto that if any liability by signatory Local Unions to this Agreement should arise, such liability shall be several and not joint.

ARTICLE 29: WORK STOPPAGES

THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING OR SLOWDOWN BY THE UNIONS OR EMPLOYEES AGAINST THE COMPANY OR ANY OTHER CONTRACTOR PERFORMING WORK ON THE PROJECT SITE THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR.

To achieve this end, the following procedures will be followed:

- A. If the Company contends that any Union has violated this Section, it will telegraph the President of the North Alabama Building and Construction Trades Council advising of that fact. The President will immediately instruct the Local Union(s) signatory to this Agreement to cease any violation of this Section and advise the Company and Government of action taken.
- B. After twenty-four (24) hours from the above mentioned telegraphic notice, if for any reason corrective action has not taken effect, the Company shall notify the President of the Building Trades Council who will immediately institute any necessary further action. In the event that said further action on the part of the Council becomes necessary, it is understood that the Local Union(s) Business Representative involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.
- C. If any of the Unions or the employees contend that the Company has violated this Section, such Unions on behalf of the employees will immediately inform the Contract Manager of the Company who will immediately take any necessary steps within his means to bring about corrective action.

ARTICLE 30: REQUIRED PROCEDURES AND CERTIFICATIONS

The employer shall see that its employees are in compliance with NASA's procedures and certifications in a sufficient number to perform their assigned duties.

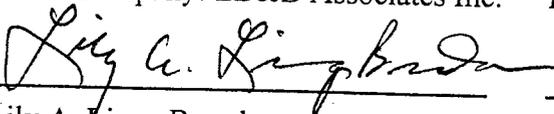
ARTICLE 31: TERM OF THE AGREEMENT

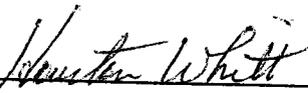
This Agreement shall become effective on the 15th day of May 2000 and remain in full force and effect until the 14th day of May 2004 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than sixty (60) days prior to the expiration date. In the event such notice or reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

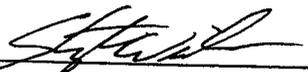
ARTICLE 32: SUCCESSOR AND ASSIGNS

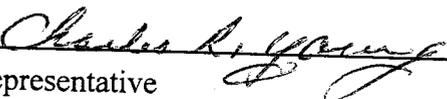
This Agreement shall be binding not only upon the Company but upon its successors and assigns.

For the Company: LB&B Associates Inc. For the Union:

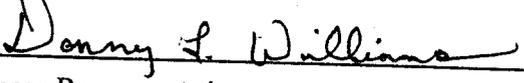

Lily A. Liang Brandon
President and CEO


Business Representative
Bricklayers and Allied Craftworkers
Local No. 15


Stephen Wilson
Contract Manager


Business Representative
Painters Local Union No. 1293


Jennifer L. Gross
Human Resources Manager


Business Representative
Operating Engineers
Local No. 320


Business Representative
Plumbers and Steamfitters
Local No. 377


Business Representative
Carpenters, Local Union No. 1274


Business Representative
Laborers' Local Union No. 366


Business Representative
Sheetmetal Local Union No. 48


Business Representative
Electricians Local Union No. 558

SCHEDULE A

HOURLY RATES

FRINGE BENEFITS (As of 15 May 2000)

| <u>Job Classification</u> | <u>15 May 2000</u> | <u>15 May 2001</u> | <u>15 May 2002</u> | <u>15 May 2003</u> | <u>H & W</u> | <u>Pension</u> | <u>Appr Tng</u> | <u>Total</u> |
|----------------------------|--------------------|--------------------|--------------------|--------------------|------------------|----------------|-----------------|--------------|
| Electrician | 20.12 | 20.72 | 21.34 | 21.98 | 3.00 | .60 + 2.20* | .20 | 6.00 |
| Pipefitter | 20.12 | 20.72 | 21.34 | 21.98 | 2.80 | 1.40 + 1.84* | .17 | 6.21 (.59)▼ |
| Insulator | 20.12 | 20.72 | 21.34 | 21.98 | 2.08 | 2.21 | .28 | 4.57 |
| Millwright | 20.12 | 20.72 | 21.34 | 21.98 | 2.08 | 2.21 | .28 | 4.57 |
| Sheetmetal Worker | 20.12 | 20.72 | 21.34 | 21.98 | 2.42 | 2.80 | .10 | 5.32 |
| Painter | 20.12 | 20.72 | 21.34 | 21.98 | 1.65 | 2.40 | .10 | 4.15 |
| Operating Engineers | 20.12 | 20.72 | 21.34 | 21.98 | 2.55 | 2.75 | .15 | 5.45 |
| Carpenter | 20.12 | 20.72 | 21.34 | 21.98 | 2.08 | 2.21 | .28 | 4.57 |
| Bricklayer | 20.12 | 20.72 | 21.34 | 21.98 | | | | |
| HVAC Mechanic | 20.12 | 20.72 | 21.34 | 21.98 | | | | |
| Utility Person | 16.64 | 17.13 | 17.65 | 18.18 | 2.55 | 2.75 | .15 | 5.45 |
| Laborer | 13.28 | 13.67 | 14.09 | 14.51 | 1.60 | 2.18 | | 3.78 |
| Apprentices | | | | | | | | |
| 4 th year (95%) | 19.11 | 19.68 | 20.27 | 20.88 | | | | |
| 3 rd Year (85%) | 17.10 | 17.61 | 18.14 | 18.68 | | | | |
| 2 nd Year (75%) | 15.09 | 15.54 | 16.01 | 16.49 | | | | |
| 1 st Year (65%) | 13.08 | 13.47 | 13.87 | 14.29 | | | | |
| Foremen | | | | | | | | |
| Laborers | 14.94 | 15.38 | 15.85 | 16.32 | | | | |
| Other Crafts | 22.63 | 23.31 | 24.01 | 24.73 | | | | |

Laborer classification will be paid 66% of craft rate of pay; Utility Person classification will be paid 82.7% of craft rate of pay. Fringe benefits will be increased by a maximum per hour as follows: 5/15/01-\$.25, 5/15/02-\$.25, 5/15/03-\$.25

*For electricians and pipefitters, the first amount is the national pension and the second is the local pension.

▼Employee contribution

LETTER OF AGREEMENT NO. 1
 BETWEEN LB&B ASSOCIATES INC. and
 SIGNATORY UNIONS, AFL-CIO

1. It is herein agreed that apprentice rates and levels will be determined on the rates established for Journeyman, respectively, in the LB & B/Union Bargaining Agreement and shall have no relationship to Davis-Bacon rates.

Apprentice rate levels are:

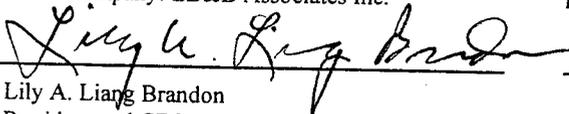
| Year | % of the Maintenance Journeyman Rate |
|-------------|--------------------------------------|
| First Year | 65% |
| Second Year | 75% |
| Third Year | 85% |
| Fourth Year | 95% |

Apprentice probationary periods will be in accordance with those established in the Apprentice Standards for the respective crafts.

2. The Company and the Unions herein agree, in regard to Schedule A of the Collective Bargaining Agreement, that should any fringe benefit cost exceed that amount agreed to by both parties as the maximum Company contribution, the difference in the actual cost and the portion the Company is obligated to pay will be deducted from the hourly wage rate shown in Schedule A.

For the Company: LB&B Associates Inc.

For the Union:

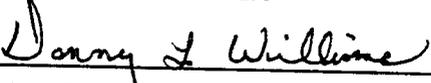

 Lily A. Liang Brandon
 President and CEO

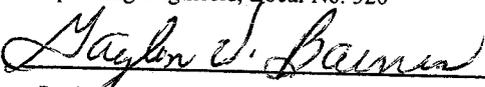

 Business Representative
 Bricklayers and Allied Craftworkers, Local No. 15

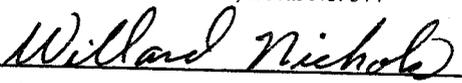

 Stephen Wilson
 Contract Manager


 Business Representative
 Painters Local Union No. 1293

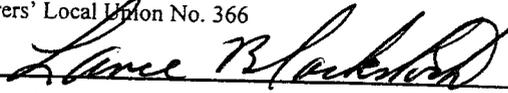

 Jennifer L. Gross
 Human Resources Manager


 Business Representative
 Operating Engineers, Local No. 320


 Business Representative
 Plumbers and Steamfitters, Local No. 377


 Business Representative
 Carpenters, Local Union No. 1274


 Business Representative
 Laborers' Local Union No. 366


 Business Representative
 Electricians Local Union No. 558


 Business Representative
 Sheetmetal Local Union No. 48

LETTER OF AGREEMENT NO. 2
BETWEEN LB&B ASSOCIATES INC.
and
SIGNATORY UNIONS OF AFL-CIO

The Company and the Unions herein agree in regard to Article 9A, "Temporary Work Assignments," of the Bargaining Agreement, that the following examples typify the temporary work assignments which are contemplated and addressed in Article 9A. It is understood that these are examples and not necessarily all-inclusive.

Typical situations for temporary work assignments:

1. Plumber and millwright need to pull pump for repair. They pull switch and disconnect electrical wires. Electrician would rewire to assure proper phasing.
2. Electrician and plumber checking malfunction on pump and determine bearing needs replacing. They remove anchor bolts and remove pump. Millwright would reset pump to assure proper alignment.
3. A small amount of insulation must be removed to repair a leak in a pipe. Plumber removes insulation, makes repair and replaces insulation, completing the work order.
4. A leak above a ceiling has damaged two or three ceiling tiles. Plumber repairs leak and installs new tiles.
5. Painter removes and replaces panel covers, switch and outlet covers when repainting room.
6. Painter or carpenters move air conditioner from one window to another if braces are to be re-used.
7. Electrician and millwright need to disconnect and remove air compressor. They disconnect pipes without calling plumber.
8. On call-outs craftsmen do their own clean-up.
9. Separate crafts pull their own equipment and start/stop equipment, contingent upon operating engineers availability and workload.
10. Separate crafts to operate forklifts under 6000#, contingent upon operating engineers availability and workload.
11. Different crafts on same crew, same truck.
12. Have mixed pairs, crafts helping each other.

As an addendum to the Article stipulated, 9A and the side agreement, thereto, there shall be stipulated, however, that no other craft than Electricians of the International Brotherhood of Electrical Workers shall carry or use any electrical testing equipment.

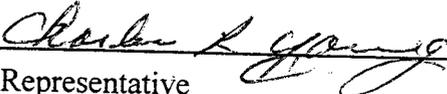
For the Company: LB&B Associates Inc. For the Union:

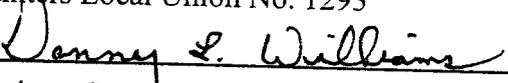

Lily A. Liang Brandon
President and CEO

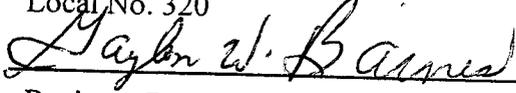

Stephen Wilson
Contract Manager


Jennifer L. Gross
Human Resources Manager

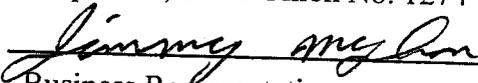

Business Representative
Bricklayers and Allied Craftworkers
Local No. 15

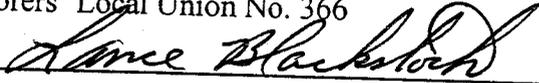

Business Representative
Painters Local Union No. 1293

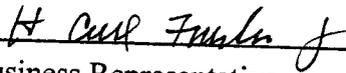

Business Representative
Operating Engineers
Local No. 320


Business Representative
Plumbers and Steamfitters
Local No. 377


Business Representative
Carpenters, Local Union No. 1274


Business Representative
Laborers' Local Union No. 366


Business Representative
Electricians Local Union No. 558


Business Representative
Sheetmetal Local Union No. 48

LETTER OF AGREEMENT NO. 3
BETWEEN LB&B ASSOCIATES INC.
and
SIGNATORY UNIONS OF AFL-CIO

The Company and the Unions herein agree that in the event that staggered/permanent shift work is implemented in the Test Area Support Branch of the Company's contract with the George C. Marshall Space Flight Center located in Huntsville, Alabama, the following language will be incorporated into the Collective Bargaining Agreement for the duration of the agreement:

Article 4: Seniority

E. Upon completion up to a ninety (90) day training, certification and orientation process, the Company shall transfer the new (least senior) employee(s) to the second or third shift in place of more senior employee(s) desiring to move to the daytime shift. If the employee(s) do not qualify in the ninety (90) day period, he/she will be terminated unless the Union agrees to extend the training period. The Company shall endeavor to schedule all requirements as soon as possible.

Article 16: Staggered Work Week

Add to paragraph 2:

If a Holiday falls on the 1st off day, the day before shall be observed as the Holiday. If a Holiday falls on the second off day, the next day shall be observed as the Holiday.

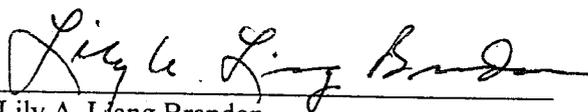
Article 18: Permanent Shift Work Conditions

Add to paragraph 3:

If a Holiday falls on the 1st off day, the day before shall be observed as the Holiday. If a Holiday falls on the second off day, the next day shall be observed as the Holiday.

For the Company, LB&B Associates Inc.:

For the Union:



Lily A. Liang Brandon
President and CEO



Business Representative
Bricklayers and Allied Craftworkers, Local No. 15



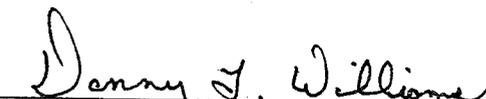
Stephen Wilson
Contract Manager



Business Representative
Painters Local Union No. 1293



Jennifer L. Gross
Human Resources Manager



Business Representative
Operating Engineers, Local No. 320

Gaylon W. Barnes

Business Representative
Plumbers and Steamfitters, Local No. 377

Willard Nichols

Business Representative
Carpenters, Local Union No. 1274

Jimmy Ogden

Business Representative
Laborers' Local Union No. 366

Lance Blackwell

Business Representative
Electricians Local Union No. 558

H. Carl Flannery

Business Representative
Sheetmetal Local Union No. 48