

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NCI Information Systems, Inc.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS  
LOCAL 2531

January 1, 2011 through December 31, 2013

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## PREAMBLE\*

The Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between NCI Information Systems, Inc. (NCI), its successors and assigns, hereinafter referred to as the "Company" or "Employer," and District Lodge No. 74 and the International Association of Machinists and Aerospace Workers, Local 2531, its successors and assigns, hereinafter referred to as the "IAM" or "Union".

The intent and purpose of this Agreement is to promote and improve economic and industrial relations between the Company and its employees covered by this Agreement, including the establishment of rates of pay, hours of work and conditions of employment, thereby to ensure industrial peace. To that end, it is recognized that there must be mutual understanding, harmony, dignity, respect and cooperation between employees and the Employer; that cooperation must be uninterrupted and duties faithfully performed in order that the Employer and its employees may fulfill their mutual and vital responsibilities to the public and each other; that the business of the Employer must be operated with economy and efficiency with due regard to competitive conditions. To achieve these objectives, the IAM will support the Employer in its efforts to eliminate waste; improve the quality of its service and strengthen goodwill between NCI Information Systems, Inc., its employees and the government customer.

## ARTICLE 1 - RECOGNITION

1. Pursuant to the certification of the National Labor Relations Board in Case No. 5-RC-8191, the Employer recognizes the IAM as the sole collective bargaining agent, with regard to wages, hours and other terms and conditions of employment, for its full-time and regular part-time employees in the job classifications set-forth in Appendix A and employed on the NASA CLASIC Contract by the Employer at the Hampton, VA / NASA facility; but excluding all office clerical employees, professional employees, temporary employees, guards, managerial employees and supervisors as defined in the Act. When the terms "employee" and "employees" are used in this Agreement, they shall mean employees in the bargaining unit described in this Article.

## ARTICLE 2 - EMPLOYMENT

1. The Employer may establish reasonable qualifications for applicants for employment, consistent with applicable laws. In determining the qualifications of new employees, the Employer will require the applicant to be mentally and physically capable and competent to protect the best interests of the Employer. In this regard, the Employer may develop

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\*References to the male gender throughout this Agreement should be considered as applicable to both male and female employees.

and implement procedures for pre-employment, reasonable cause and random drug/alcohol screening.

2. All employees newly hired or rehired shall be considered “probationary” employees until completion of their fiftieth (50th) day of actual work. This probationary period may be further extended by mutual agreement of the Company and the IAM. During this probationary period, the Company may assign, discipline and discharge any such probationary employee in its discretion, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
3. The Employer shall provide each new employee a copy of this Agreement and will notify the Shop Steward of the new employees’ assignment.

### ARTICLE 3 - IAM MEMBERSHIP

1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing or pay a representation fee in an amount equivalent to the regular monthly Union dues. Present employees who are not members of the Union and/or employees who are hired hereafter, shall become and remain members in good standing in the Union or pay a representation fee in an amount equivalent to the regular monthly Union dues within thirty (30) days following the effective date of this Agreement, or date of hire, whichever is later. The parties agree that there shall be no discrimination against any employee because of membership or nonmembership in the Union.
2. The Employer agrees to deduct semi-monthly membership dues from the earnings of the employees who have so authorized in writing on a form provided by the Union, and will remit same by mail post-marked within 20 days after the end of the month in which said deductions are made. Any change in the amount or method of membership dues must be authorized in writing by the Union with a copy posted in a timely manner on the Union Bulletin Board. Such authorization to be valid shall conform to applicable State and Federal laws. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company relative to this service.
3. The Company agrees to furnish a bulletin board located next to the Company’s Bulletin Board for the use of the Union for posting of matters relating to Union meetings and other Union matters of a noncontroversial, nonpolitical nature only. All such notices as posted by the Union shall be signed by an authorized Union representative.
4. The Company shall recognize one (1) Shop Steward, designated by the Union in writing. The Shop Steward shall be allowed reasonable paid time during working hours to investigate complaints, process grievances, and attend meetings with the Company in connection with his collective bargaining responsibility; provided however, the Steward must first request and obtain permission from his Supervisor and the Supervisor of any other employee(s) involved and such permission shall not be unreasonably denied.

## ARTICLE 4 - MANAGEMENT RIGHTS

1. All management functions and rights which the Employer has not expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Employer, including but not limited to: the right to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, demote, transfer, layoff or recall to work; to determine the starting and quitting times and the number of hours to be worked; to establish, expand, reduce, alter, combine, consolidate, close down or abolish any job classification, department, division, operation, service or facility; to subcontract work; to determine the products and services to be provided and the schedules of operation and maintenance; to control and regulate the use of machinery, equipment and other property of the Employer; to make or change work rules, policies and practices; to introduce new and improved research, distribution, transportation and maintenance methods, materials, services, operations, machinery or equipment; to determine the size and composition of the work force and the assignment of work; and otherwise generally to manage the Company, to direct the work force, and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.
2. In order to ensure conformity with the Drug Free Workplace Act, and regulations issued by various government agencies, including but not limited to the Department of Transportation, it is specifically recognized that the Employer retains the right to implement a Drug and Alcohol Testing Program. In the event of a change in the collection site, the Union will be notified and the new site shall meet HHS and DOT standards.
3. The Company agrees that any subcontracting of bargaining unit work shall not result in the layoff of current bargaining unit employees.

## ARTICLE 5 - WAGES

1. The Employer shall pay the minimum wage rates for the classification of employees set forth in Appendix A attached hereto, effective the first pay period after March 1<sup>st</sup> of each year. Premium wage rates over and above the minimum wage rates in Appendix A may be paid by the Employer, at its sole discretion.
2. The manning needs of any classification covered by this Agreement shall be determined entirely by the Company. The Agreement will not constitute a guarantee of any particular job or jobs within any particular classification, nor shall it constitute a guarantee of any particular duties or deleting of duties from a classification.
3. The Company at its sole option may implement new classifications and/or job descriptions in light of changed conditions. The Company shall offer to negotiate with

the Union - by telephone or in person - concerning the applicable pay rate; provided however that these negotiations must be completed within five (5) days of the offer.

4. It is agreed and understood that the utilization of the lead position will be solely at the discretion of the Company, including the determination of the need, number, and employee selected. Leaders shall be responsible for designating and coordinating work tasks within their work area, relaying orders of supervisors and assisting in the training of new employees. The leader shall assume responsibility for the overall performance of their work area as assigned by the supervisor.
5. All newly hired employees shall receive \$.50 per hour less than the above rates during their first fifty (50) days of actual work.
6. A relief employee is one who works intermittently and is available to cover any classification included in Appendix A. They are employed during peak work loads of short duration or when an employee is on vacation, sick (to include short term disability), on leave without pay, on leave of absence or in training. The Company agrees to inform the Union of the status of relief employees when asked by a Steward. Relief employees are entitled to wages only and will not be entitled to any benefits.
7. Employees temporarily transferred to other job classifications shall receive either their old rate of pay, or the rate for the temporary classification, whichever is higher.

#### ARTICLE 6 - VACATIONS

1. Regular full-time employees shall earn vacation as follows:

year 0-1	80 hours annually (accrual rate of 3.333 hours per pay period)
year 1-7	120 hours annually (accrual rate of 5.000 hours per pay period)
year 7 +	160 hours annually (accrual rate of 6.666 hours per pay period)
2. Length of service for vacation eligibility is defined as continuous service with the present contractor (as limited by Article 14, §5), wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility.
3. When a holiday falls during an employee's vacation, the employee will receive holiday pay for that day and that day shall not be counted against the employee's vacation time.
4. Employees may take their full accrued vacation at one time, in units of days or in minimum increments of one (1) hour as the employees prefer, subject to approval by their supervisor.
5. Vacation pay shall be based on the employee's regular rate of pay at the time that vacation is taken.

6. Employees may submit in writing a vacation request to their supervisor for approval no earlier than ninety (90) calendar days prior to the first requested vacation day. Forty-five (45) days prior to the first vacation day requested the employee will be informed as to whether the request has been approved. If more employees have requested the same vacation day(s) than can be approved, employee seniority shall be controlling (see Article 14). All vacation requests submitted with less than forty-five (45) days notice, as defined above, shall be determined in the order the requests are received. All vacation requests must be submitted in writing to the appropriate supervisor at least one (1) week in advance.
7. Vacations may be accumulated and carried over from one calendar year to another. No employee may accumulate or carry over more than 240 hours of vacation past the last day of the last pay period in December of any given year.

#### ARTICLE 7 - HEALTH AND WELFARE PLANS

1. The Company agrees that Health, Life, Accidental Death & Dismemberment, and Disability insurance will be continued for all eligible employees for the life of this Agreement.
2. The Company shall have the right to change insurance carriers and plans, provided that the benefits, on a cumulative basis, are not diminished. The Company will notify the Union of any anticipated changes and will afford the Union the opportunity to review and compare the benefits of the new carrier.
3. Premium costs shall be split between the Employer and Employee for Health Insurance, effective with the first payment after April 1, 2011 as follows:
  - Employee Only Coverage: Employer shall pay 66% Employee shall pay 34%
  - Employee + One Coverage: Employer shall pay 57% Employee shall pay 43%
  - Family Coverage: Employer shall pay 54% Employee shall pay 46%”
4. Commencing on the Effective Date of this Agreement (see Article 19), employees shall accrue forty (40) hours of sick leave annually based upon an accrual rate of .01923 per hour worked. Sick leave will be earned from the 1<sup>st</sup> day of employment, but may not be used until the completion of the probationary period. Sick leave may be carried forward to subsequent years but there shall be no payout of sick leave and medical documentation may be required.
5. Personal leave is provided for jury duty, bereavement or other personal matters. Employees earn three (3) days per year, which may be taken in minimum increments of one (1) hour, as needed and approved. Leave may be carried forward to subsequent years but there shall be no payout of personal leave.

## ARTICLE 8 - HOLIDAYS

1. The Employer shall provide the following paid holidays:

New Years	Memorial Day	Columbus Day	Christmas
Martin Luther King Presidents	Independence Day Labor Day	Veterans Day Thanksgiving	

2. If any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. To the maximum extent possible, the holidays will be observed in a manner consistent with Government observance.
3. In order to be eligible for holiday pay, the employee must work the last scheduled working day before and the first scheduled working day following the holiday.
4. Any productive work performed on a holiday will be paid at twice the employee's regular rate of pay.

## ARTICLE 9 - RETIREMENT PLAN

1. The Employer shall contribute \$1.30 per hour to the I.A.M. National Pension Fund, Plan A, for all full-time and regular part-time employees who have completed their probationary period. The contribution shall increase as follows on the dates indicated:

\$1.35 per hour effective April 1, 2011;  
\$1.45 per hour effective April 1, 2012;  
\$1.55 per hour effective April 1, 2013.

## ARTICLE 10 - COMPANY AND SAFETY EQUIPMENT

1. Employees in the applicable job classifications shall, at the Employer's expense and during duty hours, maintain all equipment, including vehicles, owned by the Employer in a safe, mechanical condition in compliance with all laws and ordinances governing the operation of such vehicles. Abuse of the Employer's equipment shall be grounds for discipline, up to and including discharge.
2. Effective April 1, 2011, the Company will pay up to the sum of \$130.00 for the purchase of safety shoes for all employees, including relief employees, required to wear safety shoes in the performance of their job, limited to no more than one (1) pair per year. Employee must provide a receipt if reimbursement is requested or the Company will purchase them directly upon request.

## ARTICLE 11 - GRIEVANCE AND ARBITRATION

1. Any claim or dispute raised by any Unit employee concerning the interpretation or application of this Agreement shall first be discussed with his immediate supervisor. All such disputes must be presented within five (5) business days (i.e., excluding weekends and recognized holidays) after the event which gave rise to the dispute. If the matter is not thereby resolved the IAM may file a formal grievance in writing within five (5) days of the informal meeting provided above. The written grievance must set forth with specificity the factual basis of the grievance, the specific section of the Agreement allegedly violated and the remedy requested.

Step 1: The IAM representative shall, within five (5) business days of filing a written grievance, hold a meeting with the Supervisor to discuss the grievance. The Supervisor shall render a decision.

Step 2: If the grievance is not resolved the Grievant and a maximum of two (2) IAM Representatives shall, within five (5) business days after the Step 1 meeting, discuss the grievance with the Project Manager (or his designee) and a Human Resources representative. If the grievance is not resolved at Step 2, the IAM may appeal it to arbitration as provided herein.

2. If the matter is not settled pursuant to paragraph 1, within ten (10) days of the conclusion of Step 2, the IAM shall provide written notice to the Employer of its intention to submit the grievance to arbitration. The formal request for arbitration must be mailed to the Federal Mediation and Conciliation Service ("FMCS") within twenty (20) days of the written notice of intent to take a grievance to arbitration.
3. The IAM may request the FMCS to submit a panel of five (5) arbitrators and the impartial arbitrator shall then be selected by alternate striking. A second panel may be requested by either party, before the parties strike names from the 1<sup>st</sup> panel. The compensation and expenses of such arbitrator shall be paid by the Employer and the IAM in equal share. The Employer and the IAM shall also share the expense of providing a neutral location for the arbitration. All other expenses of such arbitration shall be paid by the party incurring the same.
4. The arbitrator shall not be empowered in any way to change, modify, add to or subtract from the provisions of this Agreement. Any settlement arrived at in accordance with the provisions of the above paragraphs, or the decision of the arbitrator made pursuant to the provisions of the above paragraphs, shall be final and binding upon all parties to such matter.
5. No aggrieved party shall have any right to invoke the grievance procedure except as provided above, nor the arbitration procedure except as provided above. In this regard, the time limitations set forth above are intended to be strict statutes of limitation and any grievance and/or request for arbitration shall be null and void unless brought within the

time periods set forth above. In the event a time limit within the steps (section 1) are not met by the IAM the grievance will be considered to have been dropped. If a time limit is not met by the Employer, the grievance will be treated as having been denied and the IAM may proceed to the next step. No disciplinary action taken more than 30 months prior to the commencement of the hearing may be introduced into evidence in any Arbitration proceeding.

#### ARTICLE 12 - HOURS OF WORK

1. The Employer shall establish and assign shifts of work as necessary to fulfill the terms of the applicable U.S. Government contract.
2. It is recognized and agreed that the standard workweek shall be from Monday 12:01 a.m. to Sunday midnight. It is further agreed and understood that the normal workday shall consist of eight (8) hours per day and the normal workweek shall consist of forty (40) hours of work per week, Monday through Friday, inclusive. Employees will be provided an unpaid meal period each workday.
3. Employees will be allowed to use flextime for short durations to fulfill personal obligations. When an employee has a need to use flextime, he must make up the time missed during the same workweek and within the same pay period. Flextime is at the discretion of the supervisor and will only be granted after management has ensured that operational needs have been met.
4. Overtime at 1½ times the employee's regular rate of pay will be paid for all hours of productive work in excess of 40 hours of productive work per week; provided however that in any work week which contains a holiday as provided in Article 8, § 1, overtime at 1½ times the employee's regular rate of pay will be paid for all hours of productive work in excess of 32 hours of productive work per week. Any productive work performed on a Sunday shall be paid at twice the employees' regular rate of pay. Overtime shall be at the sole discretion of the Company; provided however that the Company shall attempt to evenly distribute overtime within each classification. There shall be no pyramiding of overtime or premium pay.
5. Employees called-in to work, or who report as regularly scheduled, shall be guaranteed four (4) hours of pay.

#### ARTICLE 13 - LEAVES OF ABSENCE

1. The Company recognizes that from time-to-time it may be necessary for employees to take a personal leave of absence. Although such leaves are in the sole discretion of the Company it is agreed that every effort will be made to accommodate the employee's personal needs. Such leaves are unpaid. Benefits and rights under this Agreement are not available and leaves generally may last for up to thirty (30) days.

2. The parties recognize and agree that all provisions of the Family and Medical Leave Act shall apply.
3. In the event of any employee enlisting or being drafted for military service, he shall retain his entire seniority with the Employer and shall be given his former job back upon his return, or an equivalent position, in accordance with the provisions of any applicable federal laws.
4. When employees are granted a leave of absence, the Employer shall provide them with written permission and a copy shall be forwarded to the IAM.
5. One (1) employee will be granted a leave of absence, without pay, for the purpose of attending collective bargaining negotiations.
6. Full-time employees called for Jury Duty shall be granted a leave of absence not to exceed three weeks. These employees will, upon proof of such serve, be paid the difference between jury pay and their lost straight time pay for a maximum of three (3) work days per calendar year. The remaining days of leave shall be unpaid, except as provided in Article 7.

#### ARTICLE 14 - SENIORITY

1. Seniority shall be the period of continuous employment, including that with a predecessor government contractor, at the Employer's Hampton, Virginia, facility. The Employer shall maintain a seniority list and email copies to the Union District Lodge office every six (6) months.
2. Seniority shall prevail in all cases of layoff and recall; provided however that the employee is able to perform all job duties of the position. Thus, the employee last hired in the specific job classification shall be laid off first, and in recalls after layoffs, employees shall be recalled in reverse order to that in which they were laid off.
3. Employees whose position is being eliminated may exercise their Company Seniority and bump a less senior employee, provided that the more senior employee has held that job classification or has been trained and certified as qualified in the classification within the past twelve (12) months.
4. When an employee is recalled the Employer shall give written notice by certified mail forwarded to the employee's last known address, and shall hold the job available for a period of one (1) week from the date of mailing the notice. Employees recalled shall notify the Employer of their intention within three (3) days of date of receipt of notice.

5. An employee shall lose seniority for any of the following reasons:
  - (1) Voluntary resignation, retirement or discharge;
  - (2) Leave of Absence for more than six months;
  - (3) Layoff for a period of six months;
  - (4) Absence for three (3) days without previously notifying the Company, unless prevented from providing said notice by a medical emergency;
  - (5) An employee engages in other employment during a leave of absence without obtaining prior permission of the Company; or
  - (6) Settlement has been made for total disability.
6. The Stewards designated in Article 3, Section 4 shall be treated as having the most seniority for purposes of Sections 2 and 3 of this Article.
7. The Company agrees to post for five (5) workdays all job vacancies within the bargaining unit. The vacancy shall be awarded to the bidder on the basis of Company seniority provided he has held the job classification or has been trained and certified as qualified in the classification within the prior twelve (12) months. In the event there are no qualified bidders, any employee may apply for any vacancy and will be considered with all other applicants. In the event qualifications and experience are equal, preference will be given to current employees who will be subject to a twenty-five (25) workday probationary period. If the employee fails to complete the probationary period, he will be returned to his former position.

#### ARTICLE 15 - NONDISCRIMINATION

1. No employee shall be discriminated against in hiring, promotions or continued employment because of race, color, age, religion, sex, national origin or disability. Determinations made to comply with the Americans with Disabilities Act of 1990 (ADA) will be handled on an individual, case-by-case basis and will be nonprecedent setting.

#### ARTICLE 16 - NO STRIKE - NO LOCKOUT

1. For the duration of this Agreement the IAM, its officers, agents, representatives and employee/members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Company's operations.
2. For the duration of this Agreement the Company shall not lockout its employees.

## ARTICLE 17 - GENERAL

1. Duly authorized representatives of the IAM, with advance notice to, and permission from (which shall not be unreasonably denied) the Employer, shall be permitted to investigate the standing of all employees and investigate conditions at the job site covered by this Agreement and shall be permitted to assure that this Agreement is being enforced; provided that no interview shall be held without the advance permission of the immediate Supervisor, unreasonably interrupt the duties of any employee, will be on unpaid time and said representatives shall observe all Company rules.
2. "Hours worked" and "work" for purposes of all provisions of this Agreement are herein defined as "hours authorized, recorded and approved," and include hours such as productive work, holiday, vacation and leave.
3. The parties recognize the importance of safety and health in the workplace and therefore agree to cooperate in this objective and fully support the NASA CLASIC Safety and Health Plan.
4. It is understood and agreed between the parties that the primary function of the Supervisor is to supervise. However, the parties also agree that supervisors and other nonbargaining unit employees of the Company may from time-to-time need to perform work covered by this Agreement. The parties agree that said work will be for the purpose of emergencies, covering temporary absences (when no qualified employee is available) or training, so long as such use of nonbargaining unit employees does not result in the layoff of the employee(s) who are qualified for and regularly perform such work.
5. The Company agrees to make payroll deductions available to employees who voluntarily elect to contribute to the Machinist Non-Partisan Political League (MNPL). Employees may cancel this check-off with thirty (30) days written notice. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company relative to this service.
6. Should any part or provision of this Agreement be rendered invalid by final judgment of a court of competent jurisdiction by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision hereof shall not serve to invalidate the remaining provisions, and they shall remain in full force and effect for the term of this Agreement.

## ARTICLE 18 - FINALITY

1. This Agreement constitutes the sole and exclusive agreement between the parties with respect to rates of pay, wages, hours of work and other conditions of work, and supersedes all prior agreements, commitments, and practices, whether written or oral, between the current employer and the Union, the predecessor employer and the Union, or

the current or predecessor employer and any covered employee or employees. No matter or matters shall be the subject of collective bargaining negotiations during the term of this agreement even though such matters may not have been negotiated upon previously nor within the knowledge or contemplation of either or both of the parties at the time of negotiations for this agreement. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 19 – DURATION

1. THIS AGREEMENT shall become effective on January 1, 2011 and shall be and continue in full force and effect until midnight on December 31, 2013, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter.

FOR NCI Information Systems, Inc.

March 28, 2011  
Date

By: Michelle R. Spello  
\_\_\_\_\_  
\_\_\_\_\_

FOR IAM & AW LOCAL 2531

March 14, 2011  
Date

By: Sam Young  
Cynthia Darlene Jones  
\_\_\_\_\_

## APPENDIX A

	3/1/2010 (current)	3/1/2011	3/1/2012	3/1/2013
Document Scanning Operator	\$13.60	\$13.87	\$14.43	\$15.00
Document Scanning Operator Senior	\$15.30	\$15.61	\$16.23	\$16.88
Duplicating Facility Operator II	\$16.19	\$16.51	\$17.17	\$17.86
Library Assistant, Public Services	\$13.66	\$13.93	\$14.49	\$15.07
Library Assistant, Technical Services	\$13.66	\$13.93	\$14.49	\$15.07
Leads (additional)	\$1.00	\$1.00	\$1.00	\$1.00