Collective Bargaining Agreement

Between

Federal Technical Services, Inc.

And The

United Association of Plumbers & Steamfitters
Local 377

May 1, 2011 to April 30, 2014

TABLE OF CONTENT

ARTICLE		PAGE
PREAMBLE		1
COVENANTS		1
ARTICLE I	RECOGNITION	1
ARTICLE II	INTENTS AND PURPOSES	1
ARTICLE III	MANAGEMENT RIGHTS	1
ARTICLE IV	UNION DUES	2
ARTICLE V	HIRING/REFERRAL	2
ARTICLE VI	NON-DISCRIMINATION	2
ARTICLE VII	SCOPE OF WORK	3
ARTICLE VIII	GRIEVANCE PROCEDURE	3
ARTICLE IX	WORK ASSIGNMENT	4
ARTICLE X	BARGAINING UNIT WORK	4
ARTICLE XI	UNION SITE REPRESENTATION	4
ARTICLE XII	CONTRACTOR'S REPRESENTATIVE	5
ARTICLE XIII	LOCAL UNION REPRESENTATIVES	5
ARTICLE XIV	WAGE RATES AND PAYDAY	5
ARTICLE XV	OVERTIME	5
ARTICLE XVI	DAY WORK SCHEDULE	5
ARTICLE XVII	TEMPORARY SHIFT WORK CONDITION	6
ARTICLE XVIII	PERMANENT SHIFT WORK CONDITIONS	6
ARTICLE XIX	REPORTING TIME AND CALL-INS	6
ARTICLE XX	SENIORITY	6
ARTICLE XXI	BEREAVEMENT	6
ARTICLE XXII	MILITARY	7
ARTICLE XXIII	JURY DUTY	7
ARTICLE XXIV	HOLIDAYS	7
ARTICLE XXV	PERSONAL LEAVE (PL)	8
ARTICLE XXVI	MEDICAL & DENTAL INSURANCE	8
ARTICLE XXVII	SCHEDULE OF OTHER BENEFITS	9
ARTICLE XXVIII	FIRST AID AND SAFETY	9
ARTICLE XXIX	PERIODIC CONFERENCE	10
ARTICLE XXX	GENERAL SAVINGS CLAUSE	10
ARTICLE XXXI	WORK STOPPAGES	10
ARTICLE XXXII	SUCCESSORSHIP	10
ARTICLE XXXIII	COMPLETE AGREEMENT	10
ARTICLE XXXIV	BULLETIN BOARD	10
ARTICLE XXXV	COPIES OF AGREEMENT	10
ARTICLE XXXVI	TERM OF THE AGREEMENT	10
	APPENDIX A	12

PREAMBLE

This Agreement is entered into this 1st day of May, 2011, by and between URS Federal Technical Services, Inc., (hereafter referred to as the "Company") located in Huntsville, Alabama, and the United Association of Plumbers & Steamfitters, Local No. 377, AFL-CIO (herein referred to as the "Union") for the purpose of establishing the hours, wages and working conditions for the Boiler Operators and Mechanics assigned to the Company's contract with the George C. Marshall Space Flight Center located at Huntsville, Alabama.

COVENANTS

Whereas, the Company is engaged in the business of boiler operations with the Government and this work is of importance to the Union herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Union and the Company wish to enter into an Agreement for their mutual benefit covering work of this nature.

Whereas, the Company and the Union desire to mutually stabilize wages, hours of work and work conditions.

Whereas, the Company and the Union 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 Union in consideration of the mutual promises and covenants contained herein that the Collective Bargaining Agreement be made as follows:

ARTICLE I - RECOGNITION

In accordance with and subject to the provision of the National Labor Relations Act, as amended, the Company hereby recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Company employees, Case Numbers 10-RC-15668, for which the union is certified by the National Labor Relations Board for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for all full-time and regular part-time Boiler Operators and Mechanics.

ARTICLE II - 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 Union during the term of this Agreement and any renewal thereafter. The resulting provisions contained within this agreement supercede and cancel all previous agreements and understandings and express the complete understanding of the parties on the subjects contained herein. All employees' rights and benefits existing before the effective date of this agreement are superceded by this agreement, unless expressly contained herein. 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 III - MANAGEMENT RIGHTS

The Union understands 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 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. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
F. Discharge, suspend, or discipline employees for proper cause.
G. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the Government. Therefore, the Union 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 Union 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 by any restrictions against the use of any kinds of machinery tools or labor-saving devices.
H. It is understood by the Company, and agreed to by the Union, 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.
I. Establish, revise and enforce policies and procedures.
J. Subcontract any work as deemed necessary.

ARTICLE IV - UNION DUES

The Employer shall, upon written authorization from the employee (form to be furnished by the Local Union), deduct dues levied by the International Union and/or Local Union, in accordance with the Constitution and by-laws of the Union, from the pay of said employee who is covered under this Agreement. The Employer shall make said dues deduction once monthly (or biweekly, whichever is most suitable for the employer's systems) and shall forward the dues, along with a list of employees to Local Union 377. Payment shall not be made later than the twentieth (20th) day of following month. The Union agrees to furnish the Employer a statement setting out the deduction amount to be deducted from the employee's check.

ARTICLE V - HIRING/REFERRAL

The Union is recognized by the Company as the primary source of employment referrals. When additional personnel are required, the Company will contact the Union who will make every effort to supply the required manpower at the time required.

If the Union is unable to supply the required personnel within forty-eight (48) hours, the Company may solicit and hire qualified personnel from any other source. The Company has the sole right to determine qualifications and may hire from any source necessary. Any employee so hired will be notified by the Company that the Union is recognized by the Company as the exclusive Bargaining Agent for employees in the Bargaining Unit.

Employees laid off may be recalled by name within and up to one hundred eighty (180) days of the reduction in force.

Employees shall be considered to be probationary during the first ninety calendar days of service with the Company. After completion of the probationary period, the employees shall be placed on their respective seniority list with full seniority from date of hire. The Company may term an employee during the probationary period for any reason. No grievance shall be filed in behalf of a probationary employee. During the probationary period, employees will be required to obtain all necessary certifications for his/her classification.

In order to meet MSFC's Homeland Security Presidential Directive – 12 (HSPD-12) requirements, new hires will complete the initial handwritten security form (SF85P) prior to reporting to work. Those employees, who receive short notice (less than 48 hours) to report, will be required to complete and return the form within 48 hours of hire.

ARTICLE VI - NON-DISCRIMINATION

The Union 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 VII - SCOPE OF WORK

This Agreement covers only that work assigned by the Government to the Company as Boiler Operations and Support, as performed by the Boiler Mechanics and Operators.

The Union 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 VIII - GRIEVANCE PROCEDURE

All references to days in this article are workdays. 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 Boiler Operations Manager within five (5) days of knowledge of the alleged occurrence. It is understood that the on-site Steward shall have permission to phone the Union Business Manager 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 five (5) days from the meeting with the Manager.

Step 2:

The Local Union Business Manager or his designated representative (Business Agent) shall submit the grievance in writing to the Operations Manager (COSS). The Boiler Operations Manager will answer the grievance in writing within five (5) of receipt of the Union appeal.

Step 3:

Within five days from receipt of the answer given by the Operations Manager (COSS) at Step 2, the Union may appeal the grievance in writing to the Program Manager (COSS). The Program Manager (COSS), or his designated representative, shall render a decision within ten (10) days from receipt of the union's appeal.

Mediation:

Upon mutual agreement, the parties may elect to call upon the services of an FMCS Mediator to assist in resolving the matter prior to Arbitration.

Step 4: Arbitration

The Union may appeal the Program Manager’s decision at Step 3 of the grievance in accordance with the following procedure and limitations:

A. Only specific grievance appeals as to interpretation or violation of this Agreement may be submitted to an arbitrator.

B. Within ten calendar days after receipt of the Company's decision the Union may appeal the grievance decision by notifying the Company in writing that it desires to appeal the grievance decision to arbitration. The parties shall request from the Federal Mediation and Conciliation Service a list of seven qualified arbitrators. Either party shall have the right to reject one panel and request a replacement. From this list, the Union and the Company shall alternately strike one name from the list until only one name remains. The individual remaining on the list shall then become the arbitrator to hear the grievance appeal.

C. The arbitrator so selected shall hold a hearing in Huntsville, Alabama, on the grievance appeal beginning not later than thirty (30) days after his selection, unless the parties agree to an extension. The following rules may apply:

    1. Either party may be represented by counsel at their own expense.

2. Either party desiring a stenographic record of the proceedings may so arrange at their own expense. The other party can get a copy of the proceedings by paying for half of the cost of the expenses.

3. The parties may offer written or oral evidence in accordance with their individual desires and shall, if possible, procure any additional evidence the arbitrator may request.

4. The duties of the arbitrator shall be limited to conducting the hearing, examining the witness of each party, considering the evidence, and briefs, if any, and giving an affirmative or negative answer as to charge of contract violation.

5. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to substitute their discretion for the Company's discretion in cases where the Company is given discretion by this Agreement.

6. Within thirty (30) calendar days after the conclusion of the hearing or the final filing of briefs, if any by the parties, whichever date is later, the arbitrator shall issue an answer on the grievance appeal, reducing the answer to writing and forwarding the appropriate number of copies to the Company and the Union. The decision of the arbitrator shall be final and binding on both parties.

7. The fees and expenses of witnesses of the parties shall be paid by the party producing such witnesses.

8. The transportation, traveling expenses, per diem and fee of the arbitrator and all other expenses incurred by the arbitrator in the conduct of the hearing shall be paid one-half by the Company and one-half by the Union.

ARTICLE IX - 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 Union or by finding of the appropriate Jurisdictional Disputes Board.

General maintenance and operations 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 reviews of the work assignments are appropriate to take care of changing needs. The Company agrees that it shall abide by such agreements reached with Local Union Representatives.

ARTICLE X – BARGAINING UNIT WORK

The parties recognize that this is a first-time agreement and that on an occasional basis, supervisors may need to perform bargaining unit work. The Company agrees that supervisory employees, in general, shall not perform by themselves, work assigned to employees in the Bargaining Unit except in the following situations:

A. For a period of one year from the effective date of this agreement, supervisors may respond to situations and tasks when employees do not have sufficient skills required to perform. The Union will provide employees training to ensure the necessary skills are gained to perform this work.

B. To instruct, train, demonstrate correct procedures, or resolve operational problems.

ARTICLE XI - UNION SITE REPRESENTATION

Unit employees may be represented by a job steward selected by the Business Manager. At no time shall the Company discriminate against stewards because of the performance of their duties.

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

ARTICLE XII - CONTRACTOR'S REPRESENTATIVE

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

ARTICLE XIII - LOCAL UNION REPRESENTATIVES

The Local 377 Business Manager and/or his Representatives 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. Union Representatives shall not interrupt work being performed under this agreement.

ARTICLE XIV - WAGE RATES AND PAYDAY

A. Wage rates shall be as specified in Appendix "A" attached hereto.

B. For purposes of this Agreement, wage premiums such as hazard pay, high or low work and other similar premiums shall not be applicable to this Agreement.

C. Wages will be paid bi-weekly. The payroll period shall close so that no more than five days pay will be held back and payments to be made before the end of the employee's shift.

ARTICLE XV - OVERTIME

A. All authorized hours worked by an employee in excess of forty (40) hours during their normally scheduled workweek shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time wage rate.

B. Any employee required to work on their Saturday (or first scheduled day off) or Sunday (or second scheduled day off) will be paid at the rate of time and one-half (1 ½) their straight wage rate.

C. Any employee reporting for work at the beginning of their scheduled work day when no work is available shall be paid not less than two (2) hours wages at the straight time wage rate. Employees may be required to stay on the job during this two-hour period.

D. The Company will make an effort to distribute the overtime opportunities as equitable as possible.

1. General overtime will be offered to the employee qualified to perform the task and with the least amount of overtime.

2. For overtime necessary to replace an operator on shift, the following procedure will be followed:

   Overtime will be offered first to the employee with the least amount of overtime. If that employee is a mechanic and accepts the overtime, he will be required to work at the operator's hourly rate for those hours spent performing operator duties.

ARTICLE XVI - DAY WORK SCHEDULE

The standard workday shall be an established consecutive eight-hour period exclusive of a 30 minute unpaid lunch period. Forty hours per week shall constitute a week's work, with two (2) consecutive days off. Duty hours for first shift shall be 7:00 AM thru 3:30 PM, second shift will be 3:00 PM thru 11:30 PM and third shift will be 11:00 PM thru 7:30 AM.

At the Company's discretion, employees will be permitted to take one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Any employee taking a break outside of the Company's designated break schedule due to work requirements must notify his/her supervisor prior to taking a break. The Company shall give the Union 48 hours notice of any change in the established starting time. It is understood that the regular hours

of employment shall not be considered as a guarantee of hours of work.

ARTICLE XVII - TEMPORARY SHIFT WORK CONDITION

When so elected by the Company, multiple shifts on a temporary basis of at least three consecutive workdays duration may be worked. When two or three shifts are worked, these shifts shall be established on an eight-hour basis, exclusive of a 30 minute unpaid lunch period.

ARTICLE XVIII - PERMANENT SHIFT WORK CONDITIONS

A four-cycle shift system will be operated to accomplish twenty-four (24) hour, seven (7) day coverage. The names of those employees employed on permanent shifts shall be published showing shift rotation, the working shifts, and the days off for each employee for a period of at least one month. Shifts may be required to overlap for continuity.

The standard workday shall be eight hours of continuous employment, exclusive of a thirty-minute lunch period. Forty hours per week shall constitute a week's work. All time worked in excess of forty (40) hours per week shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first and second scheduled day off worked shall be paid at the rate of time and one-half. 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 Union shall be given at least three days notice in writing. The differential for permanent shift work will be eighty cents ($.80) per hour for the second shift and third shift.

ARTICLE XIX - REPORTING TIME AND CALL-INS

Section 1 – Reporting Time

If an employee is delayed in reporting for any reason, he must notify his supervisor at least thirty (30) minutes prior to shift start.

Section 2 – 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 back in to work after their normal shift, holidays or scheduled day off, 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 two hour plan as outlined in sub-section B above at the applicable overtime rate, but at no time will he receive the two hour guarantee more than once for any one call-in.

ARTICLE XX SENIORITY

A. In the event of a layoff, department seniority will prevail provided the remaining employees are qualified to perform the work required.

B. An employee previously employed by the Company who is laid off by the Company and is rehired within one-hundred eighty (180) calendar days will retain his/her previous vacation accrual date.

ARTICLE XXI - BEREAVEMENT

An employee shall be entitled to leave with pay for a maximum of three (3) days in the event of the death of the

employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, current stepparents, current stepchildren, grandparents. Leave must be taken during the period from the date of death to two (2) days following the funeral. Leave under this section 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 XXII - MILITARY

Employees may be granted Military Leave when ordered to participate in short-term training in the reserve of one of the United States military services. Employees serving on short-term military training duty shall be paid the difference between the military base pay received and their regular base rate of pay providing military pay does not exceed regular base pay. Up to a maximum fifteen (15) working days per calendar year will be allowed. In order to receive payment, the employee must provide Accounting (payroll) with a copy of his/her orders and a pay voucher from his/her paymaster.

ARTICLE XXIII - JURY DUTY

Jury Duty/Court Case - Employees are allowed necessary time off with no loss of pay for Jury Duty, or participation in a court case or related administrative proceeding, as long as they are not a party to the legal action. Employees must submit their jury duty notice, summons, subpoena or other official court notice to Human Resources along with the "Request for Leave of Absence" form. Temporary or part-time employees are not eligible for paid court leave. An employee will be allowed to use jury duty leave during their regularly scheduled shift until such time as their business with the court is completed. However, if it is reasonable to work either before or after jury duty, the employee is expected to report to work. For example, a 12-hour day shift employee is at jury duty from 8:00 a.m. until 12:00 p.m. the employee is expected to return to work for the remainder of the shift.

Please note that the Company does not supply employees with any form of justification that may be construed as a request for a release from this civic obligation except in unusual circumstances. An employee subpoenaed and reporting for jury duty shall be paid by the Company the amount the employee would have earned by working regularly scheduled hours, provided that the employee presents to the Company appropriate evidence from the court as to the period of jury duty service rendered or to be rendered along with a subpoena and pay voucher or letter from the court showing that the employee actually served.

ARTICLE XXIV - 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	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran’s Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

B. The days observed as holidays will be consistent with the days observed by MSFC. Employees required to work on a holiday will be paid at the rate of two (2Xs) times their normal straight time wage rate. 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.

D. Employees out on weekly A&S or Workers Compensation (W/C) will not continue to receive holiday pay.

ARTICLE XXV - PERSONAL LEAVE (PL)

A. Employees begin to accrue leave at the higher accrual rate beginning the first full pay period following their anniversary date of the year in which the employee completes the number of years of service required for a higher accrual rate. Upon approval of the Company, PL may be taken when accrued.

B. PL will be accrued by employees on a bi-weekly basis. Any employee leaving the Company will be paid all accrued, and any unused PL.

C. Payment of PL will be made for regularly scheduled hours of work falling in the leave period on the basis of the employee's rate of pay in effect during the PL period. Such payment will be made at the employee's straight time rate of pay.

D. Regularly scheduled non-work hours paid as PL shall be considered as hours worked in determining hours for which an employee is eligible to receive overtime payment.

E. Payment in lieu of PL 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 PL in accordance with this PL 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.

F. If a day recognized by the Company as a holiday occurs during the period an employee is on PL 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 PL eligibility.

G. In applying for and taking PL, employees shall conform to such regulations and procedures as the Company may establish regarding PL leave.

H. Employees out on weekly A&S or Workers Compensation (W/C) will not accrue personal leave.

I. The accrual schedule below will apply for earned PL accrual and will be accrued in accordance with section A above. Employees may elect to carry-over any unused PL hours from one year to the next with the year-end date being the last day of the last payroll period of the calendar year, subject to the following limitations. Any unused PL hours in excess of the maximum carryover limits listed below, will be forfeited by the employee unless the Company specifically requests an employee to forego the vacation leave during the leave year.

Length of Service	Accrued Hours Biweekly	Annual Personal Leave Days	Maximum Carryover Hours Per Year
0-5	3.08	10	80
6	3.69	12	96
7	4.00	13	104
8	4.31	14	112
9	4.62	15	120
10	4.92	16	128
11	5.23	17	136
12	5.54	18	144
13	5.85	19	152
14	6.15	20	160
15	6.46	21	168
16	6.77	22	176
17	7.08	23	184
18	7.38	24	192
19	7.69	25	200
20	8.00	26	208

ARTICLE XXVI - MEDICAL & DENTAL INSURANCE

Health Plan – The Company will provide the Blue Cross Blue Shield medical and dental plans (currently bundled) or comparable. The Company and employee will share in the premium cost with the Company paying ninety (90%)

percent and the employee paying ten (10) percent. Effective July 1, 2011, the Company and employee will share in the premium cost with the Company paying eighty-eight (88%) percent and the employee paying twelve (12%) percent. Any and all increases in premium will be shared at the same percentage. The biweekly contributions based on current premiums are listed below.

	May 1, 2011		July 1, 2011	
Coverage	Employee	Company	Employee	Company
Employee	$ 23.54	$ 211.85	$ 28.25	$ 207.14
Family	$ 60.97	$ 548.72	$ 73.16	$ 536.53

ARTICLE XXVII - SCHEDULE OF OTHER BENEFITS

Section 1 – Life Insurance /AD&D

The Company will provide Life insurance as stated in the Summary Plan Description, equal to one (1) times the employee's annual salary to a maximum benefit of fifty thousand dollars ($50,000.00). The Company will also provide AD&D as currently stated in the Summary Plan Description, equal to one (1) times the employee's annual salary to a maximum benefit of fifty thousand dollars ($50,000.00).

Section 2 – Accident & Sickness

The Company will provide A&S insurance as stated in the Summary Plan Description. The current benefit is paid at 60% of weekly salary up to 26 weeks of benefit. Personal leave may be used to supplement A&S up to the employee's normal weekly pay.

Section 3 – Long Term Disability

The Company will provide optional Long Term Disability, if available, for employees to purchase at their own expense.

Section 4 – Pension

The Company will contribute the amounts specified below to the Plumbers and Steamfitters (Local) Defined Contribution Plan for all hours paid up to 40 hours per week. Contributions will be forwarded to the Fund office no later than twenty (20) days following the month for which the contributions are being paid.

Date	Current	July 1, 2011	July 1, 2012	July 1, 2013
Hourly Contribution	$ 0.75	$ 1.00	$ 1.25	$ 1.55

ARTICLE XXVIII - FIRST AID AND SAFETY

A. 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.

B. The Company will reimburse each eligible full-time regular employee up to a maximum of one hundred thirty-five ($135.00) dollars per year for the purchase of safety shoes. Safety shoes shall be manufactured in accordance with ANSI 41 – 1991 and must be clearly marked to indicate that they satisfy the ANSI – 41 requirements. If an employee's safety shoes are damaged at work, due to circumstances beyond the employee's control, he may request replacement from the Company up to the maximum specified.

Employees will not be eligible for safety shoe reimbursement for 90 days upon initial employment. Employees desiring to purchase safety shoes shall contact the Human Resource department to verify eligibility. After purchase, the employee shall submit the receipt along with a completed safety shoe

reimbursement form to Human Resources. Employees resigning within three (3) months of reimbursement shall refund the Company a prorated amount for the remaining months. Employees requesting reimbursement during the last six (6) months of the Company's contract shall receive a prorated amount. If the Company succeeds itself, the employee will be reimbursed the remaining amount.

C. The Company and Union will partner to promote the principals and elements of the OSHA Voluntary Protection Program and jointly agree to support the Marshall Space Flight Center initiative to achieve and maintain Star status.

ARTICLE XXIX - PERIODIC CONFERENCE

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

ARTICLE XXX - GENERAL SAVINGS CLAUSE

Any provisions in this Agreement that 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

ARTICLE XXXI - WORK STOPPAGES

There shall be no strikes, sympathy strikes work stoppages, picketing or slowdowns by the union or employees against the Company or any other contractor performing work on the project that would affect the terms of this agreement. There shall be no lockout by the contractor.

ARTICLE XXXII SUCCESSORSHIP

The provisions of this agreement shall be binding upon the Company and its successors, assigns, 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 or any or all of its property, or affected or changed in any respect by the change in the legal status, ownership, or management of the Company.

ARTICLE XXXIII - COMPLETE AGREEMENT

The parties expressly declare that they have bargained between them on all phases of hours and working conditions and that the specific terms of this contract represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for grievance or bargaining, and during the life of this Agreement may not be raised for further bargaining or negotiations without the specific written consent of all parties hereto.

ARTICLE XXXIV - BULLETIN BOARD

The Company shall provide a bulletin board within the section to be used by the Union strictly for union business.

ARTICLE XXXV - COPIES OF AGREEMENT

The Company will make available 81/2" X 11" booklets of the new collective bargaining agreement to employees and signatory Union. If pocket size booklets are to be provided, the Union and the Company will split the cost of publishing 50/50.

ARTICLE XXXVI - TERM OF THE AGREEMENT

This Agreement shall become effective on the 1st day of May 2011 and remain in full force and effect until the 30th day of April 2014 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 terminated by either party.

For the Employer:

Donnie G. Crouch, Program Manager

Valerie T. Singleton
Human Resource Representative

Donna L. Mercer, Director
Human Resources

Lester W. Jordan, Director
Labor & Employee Relations

Date: 4-12-2011

For the Union:

Gaylon Barnes, Business Manager
Plumbers & Steamfitters Local 377

Carl L. Loyett, Business Agent
Plumbers & Steamfitters Local 377

Date: 4-12-2011

APPENDIX A

Section 1 - Wages

Job Classification	Current	July 1, 2011	July 1, 2012	July 1, 2013
Boiler Mechanics	$24.97	$25.72	$26.49	$27.28
Boiler Operators	$21.92	$22.58	$23.26	$23.96

Section 2 - Foreman

The Company will have the sole right to determine the need and number of foreman; to name the foreman and require them to work with their tools when necessary. Forman will be paid the Boiler Mechanics wage rate plus $3.50 per hour.

Section 3 – Temporary Employees

Temporary hires (not to exceed 180 days) shall receive the established hourly rate of pay and an additional $2.00 per hour in lieu of all benefits.

Section 4 – Monetary Increases

Monetary increases (i.e. Wage, Pension, Health, etc.) provided herein shall become effective the first full pay period following the specified date.

Section 5 – Training Fund

The Company will contribute $.20 per hour for all hours paid up to 40 hours per week to the Union's Training Fund. The Training Fund will provide Journeyman and Apprentice level training on an as needed basis. The Company will have access to apprentices via the Union's apprentice program. If the Company determines a need for apprentices, the parties will meet and establish a rate structure.