

<p>REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor Diane Koplewski, Director Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p> <p>Wage Determination No.: CBA-2008-2453 Revision No.: 1 Date Of Last Revision: 7/12/2012</p>
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State: California

Area: Santa Clara

Employed on NASA Ames Research Center contract for Aerospace Testing and Facilities Operations and Maintenance (ATOM).

Collective Bargaining Agreement between contractor: Jacobs Technology Inc. & Sierra Lobo, Inc., and unions:

- International Brotherhood of Electrical Workers, Local No. 2131,
- International Association of Machinists and Aerospace Workers, Lodge No. 1414;
- International Union of Operating Engineers, Local Union No. 3, AFL-CIO, effective 9/1/2011 through 8/31/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

CONTRACT

Between

Jacobs Technology Inc. and Sierra Lobo, Inc.
NASA Ames Operations
Moffett Field, California 94035

and

International Brotherhood of Electrical Workers,
Local No. 2131, International Association of
Machinists and Aerospace Workers, Lodge No. 1414;
and International Union of Operating Engineers,
Local Union No. 3, AFL-CIO

Effective September 1, 2011
Through August 31, 2015

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ARTICLE I

APPLICATION AND PURPOSE OF CONTRACT

Section 1. Application. This contract applies only to the employees of Jacobs Technology Inc. and Sierra Lobo, Inc., hereinafter defined as being included in the Bargaining Unit located at the Ames Research Center, Moffett Field, California, as operated, managed and maintained by Jacobs Technology Inc. and Sierra Lobo, Inc., for the National Aeronautics and Space Administration.

Section 2. Purpose. The purpose of this contract is to set forth the agreement between Jacobs Technology Inc. and Sierra Lobo, Inc., herein referred to as the Company, and the International Brotherhood of Electrical Workers, Local No. 2131; International Association of Machinists and Aerospace Workers, Lodge No. 1414; and International Union of Operating Engineers, Local Union No. 3, AFL-CIO, herein referred to as the Union, as to the rates of pay, hours of work and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

Section 3. Gender Neutral. Whenever the masculine gender is used in this Agreement, it shall also refer to the feminine gender.

ARTICLE II

RECOGNITION

Section 1. Recognition. Jacobs Technology Inc. and Sierra Lobo, Inc., Ames Operations, recognizes International Brotherhood of Electrical Workers, Local Union No. 2131; International Association of Machinists and Aerospace Workers, Lodge No. 1414; and International Union of Operating Engineers, Local Union No. 3, AFL-CIO as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for the Company's wage employees who are identified and classified in one of the classifications set forth in Article IX, Section 1. Excluded from the Bargaining Unit are all administrative employees, technical employees, draftsmen, technical assistants, office clerical, professional employees, guards and supervisory employees as defined in the Labor-Management Relations Act.

Section 2. Equal Employment Opportunity. The Company and the Union agree to provide equal employment opportunity for all employees and agree not to unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, marital status, or sexual orientation in connection with employment, demotion, upgrading or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

Section 3. Checkoff of Union Membership Dues. The Company agrees to deduct Union membership dues and initiations fees from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such Union membership dues and initiation fees from his wages each month and to remit such membership dues and initiation fees to the Union. Such authorization shall continue for the term of this contract unless withdrawn in writing by the employee within ten (10) days immediately preceding the end of any anniversary date of such assignment, with a copy sent to the Union by certified mail. The authorization to deduct Union dues (Appendix A) can also be withdrawn by the employee when he is transferred to another classification provided he gives written notice to that effect to the Company and a copy thereof to the Union.

Section 4. Union Security. Each employee shall, not later than thirty-one (31) days following the date of his employment, join and maintain in good standing his membership in the Union having jurisdiction over the work covered by his job classification as a condition of his continued employment. The membership obligation may be satisfied by paying dues and initiation fees uniformly required for membership.

To assist the Union in enforcing the Union security provisions, the Company shall furnish the Union and the Shop Steward with the following information concerning all employees hired, recalled from layoff, or re-employed: name, job classification, and date of hire immediately following employment.

When the Employer is notified by the Union in writing that an employee has failed to make application and tender the Union initiation fee or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer shall, within two (2) working days, terminate such employee.

The Union understands and agrees that the Company assumes no liability in connection with the deductions made or other actions taken in accordance with this Article. Any question as to the correctness of the deductions authorized and made, or other actions taken, will be a matter to be resolved between the Union and the employee. The Union agrees to hold the Company harmless for any liability, monetary or legal, in the Company's performance of its checkoff or any other responsibilities under this Article, so long as the Company has delivered to the Union all funds deducted pursuant to payroll deduction authorizations in effect at that time. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union.

Section 5. Company Recognition. The Union recognizes that the Company shall exercise the exclusive responsibility for the management, operation and maintenance of facilities and related utilities assigned to the Company by contract at the Ames Research Center, and the selection, assignment and direction of the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations; provided that the Union rights

set forth in this contract, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed or modified by this clause.

Section 6. New Work. In the event new work is introduced that does not fall in the classification in Article IX, Section 1, but is considered a wage job, the Company and Union agree to negotiate a new job classification and wage rate in accordance with Article IX, Section 2.

Section 7. Drug and Alcohol Policy. The Jacobs Engineering Drug, Alcohol & Contraband Policy dated June 30, 1999 and the Sierra Lobo Drug & Alcohol Abuse Policy dated September 1, 2001 are incorporated as a term of this Agreement. In addition, the following clauses are incorporated:

1. An employee will be offered Union representation during any interview which may reasonably lead to discipline based on violation of this Policy.
2. The affected employee shall receive a copy of any laboratory report.
3. The Union reserves the right to contest the application of this drug and alcohol policy to particular employees through the grievance-arbitration procedure of the collective bargaining agreement.

ARTICLE III

GRIEVANCES

Section 1. Stewards. The Company agrees to recognize a reasonable number of certified stewards for each union, one Chief Shop Steward and one Assistant Steward, for the purpose of representing employees in the grievance procedure or for the purpose of giving advice concerning potential grievances. During the period that an employee is holding the office of Chief Shop Steward, he shall be placed at the top of the seniority list of the employees within his classification and will be considered the most senior employee within that classification, but only for the purpose of exercising shift preference. When the employee loses his status as Union Steward, he shall be returned to his normal position on the seniority list.

Section 2. Discussion. Any employee having a complaint shall, with or without his Steward, discuss the matter with his immediate supervisor. If the complaint is not satisfactorily adjusted by the supervisor within 24 hours, the employee will so inform the supervisor and it may be considered a grievance and be referred to the grievance procedure.

Section 3. Grievance Procedure. Any grievance arising under the terms of this contract shall be handled as listed below. It is understood that all three Steps of the procedure will be held during the grievant's work shift and he will be allowed time off to attend the hearings.

- Step 1. The Steward and grievant may discuss the complaint with the grievant's immediate Supervisor and/or his designated representatives. If the complaint is not satisfactorily adjusted within two (2) days, the grievance will be reduced to writing and submitted to the second step within three (3) days.
- Step 2. The Manager of the Branch or in his absence, his designated representatives will hold a hearing within four (4) days after the second step is requested. The Business Representative, Steward and the grievant will attend this hearing. An answer will be given within five (5) days after the hearing. Failing satisfactory adjustment, the matter will be referred to Step 3 within four (4) days after the Company's answer.
- Step 3. Within five (5) days after referral to this Step, a meeting will be held with the three business representatives of the unions, the Steward and grievant of the Union affected, with representatives of the Company in an effort to settle the complaint. A Steward from each of the other two unions may attend the hearing, at the Business Representative's request, provided the grievance involves either change in contract language or working conditions of employees whom they represent. The Business Representative of the grievant will arrange for the other business representatives to attend the hearing. The Company's position will be submitted to the Union in writing within five (5) days after the meeting. If the Company's answer is not satisfactory, the Union may request arbitration in accordance with Article IV within five (5) days.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above-described grievance procedure.

Section 4. Time Limits. Any grievance not taken up with the employee's immediate supervisor within ten (10) workdays after the occurrence of the incident complained of cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher Step in the above procedure within seven (7) workdays after a decision has been rendered by the Company. Extensions may be made by mutual agreement. On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one Step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event the Company does not answer a grievance within the time limits, the grievance may be processed to the next Step in the procedure, or to arbitration, as the case may be.

Section 5. Pay for Grievance Time. Stewards and employees may assist in the settling of grievances under this Article without loss of pay provided they arrange with the supervisor to leave work for the purpose of handling a grievance.

ARTICLE IV

ARBITRATION

Section 1. Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves:

- a. the discharge of an employee, or
- b. the interpretation or application of the provisions of this contract, or
- c. an alleged violation of the contract,

may be submitted for settlement in arbitration. Within fifteen (15) days after either party notifies the other of its desire for arbitration, the parties shall request the Director of Federal Mediation and Conciliation Service to submit a listing of seven (7) names of arbitrators which will be alternately stricken until one name remains. The member selected will be the arbitrator. Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union. The arbitrator shall be required to render a decision within thirty (30) days after the close of the arbitration hearing, which shall be final and binding on both parties.

The arbitrator shall not have the power to add to, to disregard, or to modify any of the terms of this contract.

When either party receives the list of arbitrators, they shall contact the other party and inform them of such receipt. The parties will meet within thirty (30) days to select an arbitrator.

ARTICLE V

SENIORITY

Section 1. Seniority. The seniority of an employee shall be determined by his employment date or transfer date into the Bargaining Union, whichever is later, with respect to the employment date or transfer date to the Bargaining Unit of other employees within a seniority group. By the term "seniority group" is meant one of the groups: Electrical Group, Instrument Technician Group, Machinist Group, and Operating Engineer Group, listed in Article IX, Section 1, of this contract.

In the case of two employees hired or transferred into the Bargaining Unit on the same date, the employee with the lowest employee number will be regarded as having the greater seniority.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union.

Section 2. Loss of Seniority. Seniority shall be lost by an employee under the following circumstances:

- a. When he is discharged by the Company.
- b. When he quits the service of the Company upon his own volition.
- c. When he does not properly report when recalled from layoff, as set forth in Section 11 of this Article.
- d. When he is not recalled during a period of thirty-six (36) consecutive months after being laid off.
- e. When a Bargaining Unit employee is promoted or transferred to a non-Bargaining Unit position as provided for in Section 4 of this Article.
- f. When a Bargaining Unit employee who is on a leave of absence as an completion of his authorized leave of absence (one [1] year or term of office) as provided for in Article VI.
- g. When he is absent for three (3) consecutive working days without notifying the Company, in which case the employee shall be considered a voluntary quit, unless the employee is unable to notify the Company his personal illness or injury or by an act of God.

Section 3. Seniority List. The Company agrees to compile and post every three (3) months a seniority list showing the seniority of each employee in the Bargaining Unit.

Section 4. Seniority Status Outside the Bargaining Unit. Any employee transferred or promoted to a position in the plant which is outside the Bargaining Unit shall be credited for seniority purposes with his seniority at the time of his promotion out of the Bargaining Unit, such credit to remain in effect for a period not to exceed one (1) year. However, seniority credit shall not be accrued while outside the bargaining unit.

Section 5. Seniority During Absence. Employees will continue to accumulate seniority when absent due to occupational illness or occupational accident. Employees will continue to accumulate seniority when absent due to personal illness for a continuous period of twenty-four (24) months. Seniority will also be accumulated during

leaves of absence granted in accordance with Article VI of this contract, and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

Section 6. Probationary Employees. A new direct employee in any classification shall be considered a probationary employee for the first ninety (90) days of employment in which he actually performed work for the Company.

If at the end of the probationary period the employee is not to be retained, the appropriate Union representative will be notified in writing prior to the employee's termination date. Failure to notify the appropriate Union representative will not affect the Company's right to release the employee.

The termination of employment of an employee during the probationary period shall not be subject to the grievance procedure. However, the Steward shall be notified of such discharge.

Section 7. Job Posting. In the event of a new job, or a vacancy to be filled, the Company shall post on the bulletin boards a description of the job or vacancy, its location and rate of pay, and shall provide job bid forms for employees to write thereon their name and employee number for submittal to the Company. Consideration will be given any direct employee (not including temporary employees) who bids on the new job or vacancy within a period of four (4) working days from the date of the initial posting. A copy of the posting will be sent to the appropriate Business Representative at the time of posting.

Requirements stated on the job posting will accurately reflect duties of the job to be filled and will be within the scope of the job classification description.

Employees temporarily absent may arrange with their Steward to file a "Job Bid" form in their behalf.

The Company shall accept all job bids without prejudice for consideration. Filling of vacancies caused by vacations, disabilities, and leaves of absence shall not be subject to the posting procedure.

Temporary employees may be hired for a period not to exceed six (6) consecutive months when additional work of any nature requires a temporary augmented force. Temporary employees shall receive the applicable hourly rate of pay, be eligible for holiday pay, and shall be eligible for health and welfare coverage on the first day of the 7th month of active work but shall not otherwise be eligible for any fringe benefits nor accrue seniority. Holiday pay is the only benefit that a temporary employee may receive from the Company. A direct temporary employee (but not a temporary employee working at the Company through a temporary employment agency) who, without a break in service, is subsequently hired as a regular full-time employee shall have as his employment date the date he was first retained to perform work for the Company as a temporary employee.

Temporary employees are employed by the Company on an at-will basis, and may be terminated at any time, with or without advance notice, with or without cause, and without resort to the grievance procedure.

Section 8. Promotions. Promotions of employees within the Bargaining Unit shall be made on the basis of the necessary qualifications to perform the work and seniority. If qualifications to perform the work of the job classification are considered equal, the senior employee shall be given preference. The employee's grade will be given to him within five (5) days after receiving his request.

When the employee has been selected for promotion, he will be placed into that position within thirty (30) days of the date of the original posting. The Company retains the right to cancel any posting during this 30-day period.

Section 9. Filling of Vacancies. A vacancy is defined as an opening in a permanent position in one of the classifications listed in Article IX, Section 1. The Company determines when a vacancy exists and fills the vacancy in the following manner:

- a. Promote from within the Bargaining Unit providing there are employees qualified to fill the position.
- b. Hire from outside the Bargaining Unit.
- c. A lateral transfer of employees presently within the Bargaining Unit may be considered, provided the employee is qualified to perform the job. The employee has the right to accept or reject a transfer involving a change in seniority groups. The Union will be notified when a vacancy exists. Whenever in the sole judgment of management the skill, qualifications and all other relevant factors are equal then seniority will become a consideration in making permanent lateral transfers.

Section 10. Layoffs. When reducing the size of the work force temporary employees and probationary employees assigned to the job classification affected, shall be the first to be laid off. For further reductions, the prime factors to be considered shall be the skills required to complete the remaining work, performance, experience and qualifications and when these are reasonably equal, as determined by the Company, then seniority will be the deciding factor. This section is subject to the grievance process. If a layoff results in employees being reassigned to another work area, the Company shall be responsible for retraining within the employee's classification in order to work effectively.

Section 11. Recalling. Recalling shall be in reverse order of layoffs within a classification within a seniority group.

Employees being recalled shall be notified by certified mail, return receipt requested, mailed to the last address on record in the Company's files. If the Company does not

receive a reply from the employee to said letter within six (6) days from the date of delivery, as shown on the certified mail receipt, in which the employee agrees to report for work within two (2) calendar weeks after he received said notification, or if the Post Office returns said letter to the Company because the addressee has moved, or the employee does not report for work on the date he agreed to report as provided in this Section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy.

Section 12. Shift and/or Workweek Preference. Within each supervisor's work group, employees will exercise shift and/or workweek preference in accordance with the following:

- a. Stewards shall be assigned to a principal shift and/or workweek of their choice. Leadmen shall then be assigned to a principal shift and/or workweek using seniority within the leadman category. When the stewards and leadmen's assignments conflict with the shift and/or workweek requirements; that is, the required number of people, the required crafts and leadmen, the least senior, eligible leadman shall be assigned to meet this shift and/or workweek requirement. Following assignment of the leadmen, journeymen shall be assigned to a principal shift and/or workweek using seniority.
- b. For purposes of shift and/or workweek assignment only, the machinist and the operating engineers will be combined into a single category.
- c. Each three months wage employees will indicate their first and second choice of shift and/or workweek and each will be assigned to a principal shift and/or workweek and facility or duty. Each employee will remain at that assigned station and shift and/or workweek during the three-month period. In the event major changes occur in the work load, the principal assignment of those directly affected may be changed.
- d. When it is necessary to replace absent employees, to provide for changes in the work load, or meet special test requirements, it will be done with a minimum reassignment of personnel.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Union Representatives. Accredited Union representatives shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively to attend conventions or other operations. It is agreed

that ten (10) days notice of such leaves of absence will be given except in emergencies, and that not more than one (1) employee shall be absent at any one time for such purpose, except by special request of the Union, and if conditions will permit, this number may be increased by permission of the Company.

Such leaves of absence shall not affect the seniority of employees.

Section 2. Extended Leave. Any employee whose continued absence of a longer period is necessary because of his duties as an officer or representative of the Union will be given a leave of absence not to exceed one (1) year, or the term of his office, whichever is greater, without pay for such purpose. Upon his retirement from such office, he shall be entitled to return to his old position or a position of the same class without loss of seniority, provided he reports for work within fifteen (15) days following the expiration of his leave. An employee granted such leave of absence shall return all security identification issued to him.

Section 3. Personal Leave. Employees will be granted personal leaves of absence for up to thirty (30) days with the approval of their supervisors.

ARTICLE VII

HOURS OF WORK AND OVERTIME

For the purpose of this contract, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, workweek differential and overtime premium. The regular rate is the rate of pay per hour including applicable shift and/or workweek differentials, but excluding overtime premium.

Section 1. Definitions.

- a. The established workweek shall be the seven (7) day period beginning at 10:30 p.m. Sunday. The workweek shall end for overtime pay purposes at 10:30 p.m. Sunday, unless an employee's fifth workday has not ended.
- b. A workweek shall consist of five (5) days of work, eight (8) consecutive hours each day, and two (2) rest days within the established workweek. The employee's rest days must be consecutive but may fall in two (2) different workweeks.
- c. A workday is a period of twenty-four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first work shift in the established workweek. Each succeeding workday is a twenty-four (24) hour period beginning at the same hour of the day, except that the workday immediately preceding a rest day will end at 10:30 p.m. for employees assigned to a non-overlapping work shift.

- d. The work shift is the eight (8) hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek. When an employee's scheduled work shift overlaps the calendar rest day by thirty (30) minutes or less, the time of overlap will be paid at the employee's regular rate.
- e. Rest days are those days on which an employee is scheduled off during the established workweek. The two (2) rest days may fall on any days and in different established workweeks, but will be consecutive.
- f. Calendar days, for the purposes of Article VII, will be the twenty-four (24) hour period beginning at 10:30 p.m.

Section 2. Work Shifts.

- a. The day shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty (30) minute lunch period) beginning at 6:30 a.m. Exception: Consecutive days will not apply when the employee's workweek changes.
- b. The swing (evening) shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty (30) minute lunch period) beginning at 2:30 p.m. Exception: Consecutive days will not apply when the employee's workweek changes.
- c. The grave yard (late night) shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty (30) minute lunch period) beginning at 10:30 p.m. Exception: Consecutive days will not apply when the employee's workweek changes.
- d. Shift starting times can be altered at any time by mutual agreement of management and the affected business representatives. These changes to shift starting times must have unanimous agreement of affected employees and can be altered up to 120 days. However, the Company will not incur any overtime or shift premium liability as a direct result of these changes.
- e. An exception of two (2) hours in the starting time, set forth above, will be made for a limited number (maximum of two [2] employees) for pre-operational activities as necessary.
- f. A seven-day work schedule will apply only to the Maintenance Section, to which the following workdays and rest days may be assigned, to employees in the following order: (a) volunteers, (b) seniority provided there are more volunteers than required, and (c) reverse seniority.

- (1) Rest days of Monday and Tuesday and workdays of Wednesday, Thursday, Friday, Saturday, and Sunday.
 - (2) Rest days of Wednesday and Thursday and workdays of Monday, Tuesday, Friday, Saturday, and Sunday.
 - (3) Maintenance Section employees also may be assigned to the day, swing, or grave yard shifts.
 - (4) The Company agrees to utilize the seven-day work schedule only to satisfy contractual maintenance commitments it has with NASA, and for no other reason. The Company further agrees to request NASA to provide written request for the seven-day work schedule and to allow the Union to review any such written response that NASA may provide. The Union agrees that only the Company will determine the number of maintenance personnel required by NASA.
- g. The Company may deviate from the shift starting times as necessitated by NASA requirements, power availability, and/or tunnel practices subject to shift starting times not being altered by more than three (3) hours. Notwithstanding any other language contained in this article on shifts altered in conjunction with this paragraph (in the first five (5) workdays of an employee's work week) time and one-half will not be paid until after eight (8) hours of work and double time will not be paid until after twelve (12) hours of work from the commencement of the shift.
- h. In case of a three-hour early deviation in the day shift or grave and day shift starting times, employees on these shifts shall receive a shift differential of ten (10) percent.

The Company will advise the Union of changes made pursuant to this subsection and agrees to entertain Union requests to alter shift starting times.

- i. Notwithstanding the other provisions in this Article VII, the Union and the Company recognize that NASA may request or Company contractual commitments may require, the Company to adopt for all or a portion of the employees covered by this Agreement a seven-day work schedule similar to Article VII, §2 f., with rest days other than Saturday and Sunday and with Saturday and Sunday being straight-time workdays. The Union and the Company agree that under the foregoing circumstances, a seven-day work schedule may be implemented by the Company. Before implementing such a schedule, however, the Company agrees to give notice to the

Union and bargain to reach mutual agreement on the manner of implementing the seven-day work schedule, including the designated workdays and rest days and the manner of assigning employees to the workweek(s) that are established as part of the seven-day work schedule.

Section 3. Work Schedules.

- a. An employee's regular work schedule is his five (5) scheduled workdays within the established workweek such schedule to be determined by the Company and posted at least by the end of the employee's last normal work shift of the previous week.
- b. Employee's required by the Company to change shifts within the workweek will be paid time and one-half (1-1/2) for the first eight (8) hours of the change.
- c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and the second rest day within the established workweek shall be considered to be Sunday.
- d. All absences with pay shall be counted as time worked for overtime considerations.
- e. Employees, with their mutual consent, may trade shifts and/or workweeks within their own job classification for a maximum of two (2) weeks, with the prior approval of their respective supervisors, provided that no overtime is created by the exchange.
- f. Employees held over after the end of their regular work shift will receive not less than thirty (30) minutes pay at the appropriate overtime rate.
- h. Day, swing and grave shift employees are entitled to a non-paid lunch period of thirty (30) minutes, observed after completion of three and one-half (3-1/2) hours of work and by the fifth and one-half (5-1/2) hour of work. Employees who cannot be provided with a lunch period during the two (2) hour period will receive pay for the thirty (30) minutes at the appropriate rate and will be allowed twenty (20) minutes to eat at the convenience of the test requirements.
- i. An employee who has not been provided with a lunch period by the end of the fifth and one-half (5-1/2) hour of work will receive pay for such lunch period at the appropriate overtime rate.

Section 4. Time and One-Quarter Premium pay at a rate of one and one-quarter (1-1/4) times the regular rate of pay shall be paid for hours worked prior to the scheduled assigned shift start time. This is typically applied when one or more employees are required to conduct pre-operational activities prior to shift start. This premium pay does not apply to pre-shift work which is arranged for the employee's convenience.

Section 5. Time and One-Half. Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid as follows.

- a. For hours worked in excess of forty (40) in the established workweek, or
- b. For the 9th, 10th, 11th, and 12th hour worked in the workday, or
- c. For the first eight (8) hours worked on Saturday, or for the first eight (8) hours worked on the employee's first rest day in the established workweek. For swing shift employees, Saturday is defined as a twenty-four hour (24) period beginning at 11:00 p.m. Friday, or the day preceding the first rest day. For other employees, the twenty-four (24) hour period will begin at 10:30 p.m. Friday, or the day preceding the first rest day.

Section 6. Double Time. Overtime at the rate of two (2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of twelve (12) during any workday, or
- b. For hours worked in excess of eight (8) on Saturday, or for hours worked in excess of eight (8) on the employee's first rest day in the established workweek, or
- c. For all work performed on Sunday, or for all worked performed on the employee's second rest day in the established workweek. For swing shift employees, Sunday is defined as a twenty-four hour (24) period beginning at 11:00 p.m. Saturday, or the day preceding the second rest day. For other employees, the twenty-four (24) hour period will begin at 10:30 p.m. Saturday, or the day preceding the second rest day.

Section 7. Call-In. An employee who is notified by the Company to work outside of his regular shift shall receive not less than the equivalent of four (4) hours pay at time and one-half (1-1/2) his regular rate for such call-in; however, this guarantee is not applicable under the following conditions:

- a. An employee is notified prior to the end of his previous work shift of an early starting time on the next work shift.

- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside his regular shift, does not report at the specified time or within a reasonable period thereafter.
- c. An employee shall not be required to stand by for a call back to work after the termination of his regular shift.

Section 8. Reporting for Work. An employee who properly reports for work on his regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his regular hourly rate, unless he has been notified not to report to work at least by the end of his last regular work shift or because of a power failure, breakdown of equipment, weather related conditions or acts of God. Any government approved administrative leave will be granted to Company employees if NASA agrees to pay for same.

Section 9. Lost Time. The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee is from one (1) to six (6) minutes late, the employee will lose one-tenth of an hour (6 minutes). For tardiness beyond six (6) minutes, the regular procedure of computing time in multiples of six (6) minute intervals will apply. Employees leaving the job early will be considered tardy on the same basis as if they reported to work late. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

Section 10. Exchange of Jobs. If an employee is required to work at a higher paid job for one (1) or more consecutive hours without an intervening change in job assignment, he shall receive the starting rate of the higher paid job effective as of the time such an assignment is made.

Section 11. Pyramiding of Overtime. The allowance of overtime pay on any hour for which an employee received compensation eliminates that hour from consideration for overtime pay on any other basis.

If overtime work falls under two (2) or more pay rates, the higher rate shall prevail in determining overtime pay.

Section 12. Off-Setting Overtime. An employee shall not be required to take time off from his regularly scheduled normal workweek in order to off set overtime.

Section 13. Assigning Overtime. Within each supervisor's work group, overtime will be maintained as nearly equal as practicable to employees within a classification who normally perform the work. Leadmen shall be considered a separate classification within their group for overtime assignment purposes. Overtime shall be offered to available leadmen within the group before a temporary leadman is designated on such overtime assignment.

The Company shall attempt to meet overtime requirements through the use of volunteers. If the Company is unable to meet overtime requirements through the use of volunteers, the Company may make mandatory assignments of overtime on the basis of reverse seniority and qualifications required for the job, with the least senior qualified employee being the first to be required to work overtime, and the most senior qualified employee being the last employee to be required to work overtime.

Section 14. Posting Overtime. A record of overtime worked or refused by an employee shall be maintained in actual hours worked. No overtime will be charged for less than one hour worked. If an employee's record of overtime worked or refused is different from the log, the official records of the payroll time cards will be used to correct the error. Starting January 1 of year, the overtime hours will be adjusted to zero.

A new employee shall be charged with the same amount of overtime hours as the highest man within his classification in his supervisor's work group. If at the end of the probationary period he has less overtime than the highest man in his classification and supervisor's work group, he will be adjusted to an amount equal to that of the highest man.

If an employee is offered overtime and refuses, for any reason, he will be charged on the overtime chart the hours refused. However for holdover overtime, no charge will be made if the employee is not notified more than one hour before the end of the shift he is working. In a twenty-four (24) hour period, beginning at the time the employee is scheduled to begin his shift, the employee will be charged only for the first overtime refused.

Employees who are asked to work overtime on their last workday prior to a rest day(s), if applicable, or the rest day(s) preceding a scheduled vacation of forty (40) hours or more, shall not be charged for refusal of overtime.

An employee who is absent for more than three weeks will not be offered overtime. Upon returning to work, he will be placed in the same relative position to the high man (the same differential of hours) on the overtime chart as he held prior to his absence. An employee who incurs a limitation because of a disability which prohibits overtime assignments will be offered overtime during such restriction and will have one readjustment for overtime purposes. this adjustment will occur when the employee first accepts overtime following the period of disability.

ARTICLE VIII

HOLIDAYS and VACATIONS

Section 1. Holidays. The following holidays will be considered as paid holidays at the employee's regular rate of pay.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Floating Holiday	

Pay at the rate of one and one-half (1-1/2) times the regular rate of pay, in addition to holiday pay, will be paid for the first eight (8) hours worked on the above holidays. Any hours worked in excess of eight (8) will be paid at the rate of two (2) times the regular rate of pay.

When a recognized holiday falls upon an employee's first scheduled rest day, the workday immediately preceding shall be observed as his holiday; when a holiday falls upon his second scheduled rest day, the next succeeding scheduled workday shall be observed as his holiday.

Floating Holiday - This holiday is to be taken any time in the calendar year, beginning on January 1, 2009 with the concurrence of the employee's supervisor.

If a designated holiday occurs during an employee's vacation, the employee will receive eight (8) hours pay at regular time. Such holiday will not be charged against the employee's accrued vacation.

In the event that the Government has a contractual requirement for the Company to change their days of work to coincide with NASA's days of work, the holidays will be changed to agree with the Government's holidays. Any Government administrative leave with pay will be granted to Company employees if NASA agrees to pay for same.

If additional holidays should be granted by the Government during the term of this contract, the Company will also grant these holidays to its employees provided NASA agrees to pay for same.

Section 2. Vacations. Employees shall receive vacations in accordance with their Company service. Time spent in layoff, leave of absence exceeding thirty (30) days, and other separations from the payroll will not be computed in determining length of Company service.

Subject to the provisions of subparagraph (g), an employee will receive vacation credit from his date of hire upon completion of his probationary period. The basis will be eight (8) hours of vacation for each month of employment not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than five (5) years service with the Company will be eligible for one hundred twenty (120) hours of vacation each year. The basis will be ten (10) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than ten (10) years service with the Company will be eligible for one hundred forty-four (144) hours of vacation each year. The basis will be twelve (12) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than fifteen (15) years service with the Company will be eligible for one hundred sixty (160) hours of vacation each year. The basis will be thirteen and one-third (13-1/3) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than twenty (20) years service with the Company will be eligible for two hundred (200) hours of vacation each year. The basis will be sixteen and two thirds (16-2/3) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

- a. Vacations of forty (40) hours up to two hundred forty (240) hours will be scheduled by the Company for each eligible employees during the Union contract year. Should an employee accumulate two hundred forty (240) hours of vacation time, the Company will schedule vacation for such employee to be taken within the next six (6) months. Preference as to date is given employees in accordance with their seniority. Such preference can be exercised only once in a calendar year. Vacations of less than forty (40) hours must be approved by the Company at least two (2) working days before the vacation is to start.
- b. Available vacation and tentative schedules for same will be posted on a quarterly basis.
- c. Vacation payment will be calculated on the basis of an employee's regular hourly rate, which includes applicable shift and workweek differential and the number of hours in the normal workweek of the plant.
- d. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he or his survivors will be paid a vacation allowance for any accrued vacation that may be due him.

- e. An employee who is recalled following a layoff for reduction in force will be required to work two (2) months following his recall before is again eligible to take a vacation, but will accumulate vacation with pay as provided in this Article.
- f. Absence of an employee on his scheduled workday, immediately preceding or following his vacation, may not be excused for any reason except unavoidable circumstances.
- g. Employees starting work between the first (1st) and the fifteenth (15th) of the month will be given credit for the full month, whereas, employees beginning their employment on the sixteenth (16th) day of the month, or any day thereafter, will be given no credit for that month. If termination of employment occurs between the first (1st) and the fifteenth (15th) day of the month, vacation time will be computed to the last day of the previous month. If termination occurs on the sixteenth (16th) day of the month or thereafter, the vacation time will be computed to the end of the month.
- h. Employees are allowed to take off as little as one (1) hour segments at a time and count it as vacation time, provided the employee has secured his supervisor's prior approval.
- i. Company will not withhold a portion of vacation pay paid in advance.
- j. Vacations may be taken as earned.

ARTICLE IX

WAGES AND BENEFITS

Section 1. Wage Schedules. The Company and the Union agree that following wage rates negotiated and shown below shall be effective September 1, 2011.

The following straight-time wage rates apply to each classification of the groups covered under this CBA; International Brotherhood of Electrical Workers, Local No. 2131 for Instrument Technicians & Electricians, International Association of Machinists and Aerospace Workers, Lodge No. 1414 for Machinists, and International Union of Operating Engineers, Local Union No. 3, AFL-CIO for Operating Engineers.

	Effective September 1, 2011	Effective September 1, 2012	Effective September 1, 2013	Effective September 1, 2014
Hourly Rate (Journeyman)	\$ 37.73	\$ 38.77	\$ 39.78	\$ 40.81
Hourly Rate (Lead)	\$ 41.50	\$ 42.64	\$ 43.75	\$ 44.89

New employees, who are not card-carrying Journeymen, hired after the date of ratification can be hired at the following rates of pay:

- 1st Six (6) months of employment: 85% of Journeyman rate of pay
- 2nd Six (6) months of employment: 95% of Journeyman rate of pay

After Twelve (12) months of employment: Journeyman rate of pay

Section 2. New or Revised Classification. When it is necessary to establish a new job classification or revise an existing job classification, the Company and the Union will negotiate a job title and wage rate for the new or revised classification.

Section 3. Promotions. An employee promoted to a higher classification will receive the starting rate of the higher classification. The employee will thereafter progress to the next job rate in accordance with the progression schedule.

Section 4. Transfer. When an employee is transferred to a lower paying classification, either at his own request or when no other work is available that he can perform, he shall receive the maximum rate of the lower classification as of the date of transfer.

Section 5. Pay Day. Pay day shall be weekly and employees will be paid no later than Friday following the end of the pay period. Employees who are working Friday shall receive their checks during their regular working hours. Employees who start work on the swing shift on Thursday shall receive their checks on Thursday during regular working hours.

When an employee moves from day shift to swing shift, his/her time will be estimated for that Friday, for his/her swing shift work and paid in that week's payroll.

An employee not working may receive his check at the office of the Administrative Manager at any time during office hours, or he may designate a person to bring his check to him by notifying his supervisor.

Pay for overtime hours worked in a workweek shall be included in the paycheck for that workweek in the absence of unusual circumstances.

Payroll checks, to the greatest extent possible, will itemize regular pay, overtime pay, meal allowance and shift premiums, as well as all deductions, including state and federal taxes.

Section 6. Shift Differential. Employees shall receive a shift differential in the amount of nine (9.0) percent of his hourly wage rate for the swing shift and twelve and one-half (12.5) percent of his hourly wage rate for grave yard shift. If a majority of hours fall during the swing shift, the rate for the swing shift shall be applicable. If a majority of hours fall during the grave yard shift, the rate for the grave yard shift shall be applicable. If a majority of hours fall during the day shift, the rate for the day shift shall be applicable.

Section 7. Overtime Meals. Any employee, upon the completion of ten (10) continuous hours work, excluding his regular lunch period, will be paid a meal allowance of twelve dollars and fifty cents (\$12.50). An additional meal allowance of twelve dollars and fifty cents (\$12.50) will be paid for each consecutive four (4) hours of work performed thereafter.

The allowance will be paid by check. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating will be made as short as possible and in no case will exceed twenty (20) minutes.

Section 8. Workweek Premium. A thirty (30) cents per hour premium will be paid to employees assigned to the workweeks specified in Article VII, Section 2, Subsection f, Paragraphs (1) and (2).

ARTICLE X

CONTINUITY OF OPERATIONS

Section 1. Continuity of Operations. There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participating by any Company employee in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended that the discharged employee did not violate this Section of the contract, the Union may, within two (2) days after the employee is discharged, contest the discharge by filing a grievance initially in the Third Step of the grievance procedure; the grievance shall be subject to arbitration under Article IV.

ARTICLE XI

PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. After a job has been extended, and accepted, the applicant must undergo and satisfactorily complete a physical examination as a condition of employment. These exams will be required of all prospective employees for the same job category. All employees recalled to work may be required to undergo and satisfactorily complete a physical examination.

Periodic physical examinations of employees may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees.

An employee, upon request, shall have the opportunity of discussing the results of his medical examination with the Company. When available to the Employer, a copy of the medical report will be furnished to the employee upon request.

Employees physically handicapped as a result of occupational illness or injury shall be given special consideration for continued employment.

Section 2. Ability to Work After Injury, Illness, or Physical Impairment. In case an employee returns to work after being absent due to injury, illness, or physical impairment, the Company may require him to furnish a certificate signed by the Company physician showing that he is physically fit to return to work. If the physician finds that the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to him. If the findings of the second physician are that the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, exclusive of the employee's transportation costs, and the opinion of the specialist shall be final.

ARTICLE XII

SAFETY

Section 1. Protective Equipment. Where necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment.

Section 2. Good Housekeeping. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

Section 3. Safety Committee. A Bargaining Unit employee will be selected by the mutual agreement between the Company and the Union to serve on the Safety Committee.

ARTICLE XIII

PROTECTIVE SECURITY

Section 1. Protective Security. The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government. Continued employment is contingent upon an employee meeting the requirements for the level of security clearance that has been specified by the United States Government.

It is recognized that the Company has agreed not to employ any person designated by the United States Government whose employment is considered prejudicial to the Government and to remove from the work and exclude from Ames Research Center any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government. Furthermore, all members of the Union, the Company, and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the National Aeronautics and Space Administration. The Arbitration Committee provided for in Article IV of the Contract shall not make any decisions that conflict with security regulations adopted by the United States Government.

Section 2. Proprietary Information. The Union and Company agree that they will do their utmost to protect proprietary information.

ARTICLE XIV

JURISDICTIONAL BOUNDARIES

Section 1. Determination of Jurisdictional Boundaries is the responsibility of the International Unions which have been duly designated to represent employees. However, it is agreed that within the present scope of the Company's work there are four seniority groups, IT, E, OE, and M. When additional employees are hired or when necessary to lay off to reduce the work force, such changes shall be made so as to correct any existing imbalances of employees within the four seniority groups.

In the example below, the least senior Instrument Technician or Electrician would be laid off first with the other following when the second employee is to be laid off. With proper balance, the least senior employee would be laid off first. Recalling or hiring will be in reverse order. The following is an example of a near-balanced work force:

E	IT	M	OE
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6		

It is understood that the example cited refers to a condition where the work force is composed of an equal number of the four seniority groups. When the Company's scope of work changes which requires a change in the composition of the work force, the Company will inform the Union in writing of the number of new jobs or the number of jobs to be eliminated.

In order to meet test schedules and provide continuity of employment, employees may by assignment assist but not replace employees who normally perform work required during tunnel downtime, work associated with model or test article installation, model changes, tunnel operation and maintenance; subject to the provisions in the following paragraph.

An employee absent for more than two days because of vacation, illness jury duty, birthday holiday and other reasons for his convenience will be replaced when it is necessary to perform work of his craft.

ARTICLE XV

DISABILITY AND SICK LEAVE

Section 1. Disability Plan. The Employer agrees to promptly execute a health and Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

A. Plan Type: Automotive Industries Disability Plan.

B. Benefits: The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.

C. Contributions: Employer Contributions will be payable at the current rate of \$24.00 per month. The employer will pay annual increases up to 20% of the plan cost per year. Any annual increases over 20% will be assumed by the members in the form of a pre-tax deduction.

By signing the Health and Welfare Agreement (Disability Benefits), the Employer agrees to be bound by the terms of it, the Welfare Fund's Trust Agreement, and the rules of the Welfare Fund and Disability Plan, as all of them may be amended from time to time.

In the case of any inconsistency between the terms of the Health and Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health and Welfare Agreement (Disability Benefit) shall prevail.

Section 2. Sick Leave. Each Union employee will be entitled to fifty-six (56) supplemental sick leave hours per year. An allowance of 56 hours will be credited upon employment. For the first year of employment employees will not accrue sick leave. After twelve months of employment 1.08 hours of sick leave per week will be earned and credited to the employee's account.

Sick Leave pay is received at the employee's regular straight time rate.

Current union employees will receive 56 hours on September 1, 2011 and will not begin to accrue at the weekly rate until September 1, 2012.

Any employee accrued sick leave balance above 140 hours will be reduced to 140 hours each year at the anniversary of the contract date. Any hours above 140 will be paid to the employee at 50% of their straight time rate.

A union employee absent for more than three (3) consecutive days must provide the Company with a doctor's certificate, subject to confirmation.

Sick leave is not payable to the employee upon termination.

ARTICLE XVI

GROUP INSURANCE

Section 1. Group Insurance. The Company shall subscribe to the Automotive Industries Welfare Fund, hereafter referred to as the AI Plan, for health, life, dental, orthodontia, drug, and vision care coverage.

- a. The Company hereby stipulates and agrees to abide by all the terms and conditions of the Trust Agreement creating the AI Plan as it has or may be modified, altered or amended and all regulations and rules of the Board of Trustees of such Trust.

- b. The Company further agrees to abide by the method of selection of the Trustees of such Trust as specified in said Trust. It is understood and agreed that the health, life (\$50,000), dental, orthodontia, drug, and vision care herein granted to Union members shall be purchased by the Company, subject to employee co-pay stipulated in "paragraph f" of this Section, and shall provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements which are made a part of this Agreement.
- c. It is understood and agreed that the Company shall, upon notification by the Plan Administrator, make necessary adjustments in the premium rates or coverage as determined by the Board of Trustees or this Agreement. The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and the employees by the Administrative Office of the AI Plan.
- d. The Company shall continue to make contributions for the applicable AI Plan coverage if an employee's attendance is interrupted because of a non-occupational illness or injury for a period of up to six (6) consecutive calendar months. This is provided the employee was eligible under the plan prior to the onset of the disabling illness or injury and the employee is receiving disability insurance (SDI) payments under the California Unemployment Insurance Code.
- e. If an injury is recognized as a disability under the Workers' Compensation Laws of the State of California, eligibility under the Plan will be extended for a period of up to twelve (12) consecutive calendar months, provided the employee was eligible under the plan.
- f. Effective September 1, 2011, the Company's liability will be 90% of the total per employee monthly premium. The employee will be responsible for the remaining 10% of the total monthly premium in the form of a pre-tax deduction. In subsequent years of this Agreement, the Company will continue to pay 90% of the total premium, provided that the annual increase is less than or equal to 12%. Any annual premium increases over 12% will be assumed by the employee in the form of a pre-tax deduction.
- g. The Company agrees to sign the necessary subscribers agreement(s) which are incorporated into this Agreement by reference thereto and further agrees to sign all or any additional subscribers agreement(s); or other papers necessary to carry out the terms of this Article.

ARTICLE XVII

EMPLOYEE BENEFITS

Section 1. Voting Time. An employee who is unable to vote before or after his regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising his franchise to vote in local, county, state and federal elections, provided such employee presents evidence indicating eligibility to vote to his supervisor. Payment will be made at his regular rate. When the workday of an employee commences three (3) hours after the opening of the polls, or ends three (3) hours prior to the closing of the polls, time off for voting will not be allowed.

Section 2. Jury Duty. An employee who is called for jury duty shall be excused from work upon presentation of Court Notice to his immediate supervisor. An employee who has been summoned by subpoena to appear before the Grand Jury, where the employee is not the accused, shall be excused from work upon presentation of a letter from the Clerk of the Court to his immediate supervisor. The employee shall be paid the difference between his regular earnings and the fees received from the Court, provided he submits evidence of the total amount received from the Court. Only the number of days actually spent in Court are to be counted in calculating payment.

When an employee is called for jury duty on Monday, Tuesday, Wednesday or Thursday rest day, he will be scheduled for another rest day with pay within three (3) weeks of the date after he presents the Court Notice to his immediate supervisor. The employee must also submit evidence of the fees he received from the Court, which will be subtracted from his regular pay.

Employees will present proof of service, including time served and amount of pay received.

Section 3. Funeral Pay. An employee shall be granted an excused absence for the purpose of attending the in-state funeral of a member of his immediate family, and will be paid his regular time rate for three (3) regularly scheduled workdays. An employee also shall be granted an excused absence for the purpose of attending the out of state funeral of a member of his immediate family, and will be paid his regular time rate for four (4) regularly scheduled workdays.

For the purpose of this Section, the term "a member of his immediate family" shall be defined as the following: spouse, children, brothers, sisters, parents, step-parents, foster parents, parents-in-law, grandparents and grandchildren of the employee.

One day of funeral pay at the employee's regular rate will also be granted for the purpose of attending the day of funeral for current sisters and/or brothers-in-law of an employee.

Section 4. Severance Allowance Pay.

- a. An employee shall only be eligible for severance allowance when he is: (1) terminated for medical reasons as approved by medical authority; or (2) laid off because of a reduction in force and loses his seniority because he is not recalled during the 36 month period following the layoff.

- b. All permanent employees hired prior to September 16, 1993 with one (1) year or more of Company service, shall be paid a severance allowance equal to 80 hours of pay at the employee's straight-time rate when terminated for medical reasons as approved by medical authority. When an employee is laid off because of a reduction in force loses his seniority pursuant to Article V, Section 2(d) he shall receive severance allowance, if any, according to the following schedule:

Seniority When Laid Off	Allowance (Straight Time Rate)
One (1) year	80 hours
Five (5) years	120 hours
Ten (10) years	160 hours

Provided, however, that an employee offered employment by a successor contractor to the Company prior to the expiration of this contract, shall not be paid such allowance.

- c. Employees hired on or after September 16, 1993, shall be paid a severance allowance according to the following schedules:

Terminations for medical reasons as approved by medical authority.

Seniority When Laid Off	Allowance (Straight Time Rate)
0 to 6 months	0
6 months to 2 years	40 hours
2 years plus	80 hours

Layoffs because of a reduction in force resulting in a loss of seniority pursuant to Article V, Section 2(d).

Seniority When Laid Off	Allowance (Straight Time Rate)
0 to 6 months	0
6 months to 2 years	40 hours
2 years to 5 years	80 hours
5 years to 10 years	120 hours
10 years plus	160 hours

Provided, however, that an employee offered employment by a successor contractor to the Company prior to the expiration of this contract, shall not be paid such allowance.

- d. One additional month of medical coverage will be provided, at the employee's current contribution rate, at the time of layoff.

Section 5. Early Retirement Supplement.

- a. Employees may voluntarily retire at age sixty-two (62) through age sixty-four (64) and shall receive a supplement of fifty (50) hours of pay for early retirement at their straight-time rate for each full year of service as follows: If the employee retires at the end of the month in which he becomes sixty-two (62) years of age, he shall be paid one hundred (100) percent of his early retirement supplement pay. If he retires at the end of the month in which he becomes sixty-three (63) years of age, he shall be paid sixty-six and two-thirds (66-2/3) percent of his early retirement supplement pay. If he retires at the end of the month in which he becomes sixty-four (64) years of age, he shall be paid thirty-three and one-third (33-1/3) percent of his early retirement supplement pay.
- b. The most recent date of hire by the preceding contractor shall be used in determining the length of service for early retirement supplement pay. Employees shall not receive credit for Company service for a leave of absence of more than thirty (30) calendar days, for the time spent in layoff and other separations from the payroll. Employees who leave the Company to enter military service shall receive credit for prior Company service and military service as applicable to a veteran with reemployment rights.

Section 6. Work Clothes. The Company will provide a clean pair of coveralls for each employee on a weekly basis. The coveralls may be not removed from the job site without the Company's prior approval. Additional clean coveralls will be made available to those employees involved in maintenance activities where the coveralls get so soiled as to require replacement.

Section 7. Pension Plan. Eligible employees of the Company may participate in the Company Savings Plan ("401K Plan")

Effective November 1, 2005, the Company shall match employee contributions up to a maximum employer contribution of five percent (5%), with a seven percent (7%) employee contribution. To qualify for the Company contribution, an employee must have satisfactorily completed his probationary period of employment.

ARTICLE XVIII

GENERAL

Section 1. Work Performed by Supervisors and Other Excluded Personnel. Supervisors shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This shall not prevent supervisors from performing necessary functions of instruction or assistance to employees.

Company engineers may perform manual work to further their research and development work, provided such work does not deprive Bargaining Unit employees of jobs regularly performed by them.

Other excluded personnel defined in Article II, Section 1, will not be assigned to work performed by Bargaining Unit employees.

Nothing in this Section shall prohibit Supervisors and other excluded personnel from performing non-supervisory work when necessary when all other options to assign the work to a bargaining unit employee are exhausted.

Section 2. Bulletin Boards. The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

Section 3. Leadman on Shift. If the Company receives notice that a leadman will be absent for four (4) hours or more on a subsequent day, the Company will designate a temporary leadman for the period of absence if the failure to do so would result in no leadman being assigned on such regular operating shift.

Section 4. Plant Shutdown Notification. Company will advise employees of a plant shutdown as soon as such notice is received.

Section 5. Admittance of Business Representatives. Business representatives of the Union shall have access to the Industrial Relations Office of the Employer during working hours for the purpose of investigating grievances and working conditions. In the event it is necessary for a business representative to visit the Employer's facilities he shall contact the Industrial Relations Office. Such visits shall be subject to such rules and regulations as may be promulgated by the U.S. Government and the Employer. The Employer will not impose regulations which exclude the business representatives from said plants or render ineffective the intent of this provision. The business representative shall conduct such business in a prompt and orderly manner.

If the business representatives wish to have access to the Employer's plant on a day when the Industrial Relations Office ordinarily is not open, they will have to make advance arrangements whenever possible.

Section 6. Employee Use of Private Auto. In cases where the Company is not able to provide medical services on the base for such things as required hearing tests or on-the-job injuries, the Company shall provide transportation, or when the employee uses his own car, mileage.

ARTICLE XIX

DURATION

Section 1. Duration. Except as it may be amended hereafter, by written mutual agreement of the parties, this contract shall become effective at midnight on

September 1, 2011 and shall continue in effect until midnight, August 31, 2015 and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of the contract, that if the Company shall cease to operate, manage and maintain facilities at Ames Research Center, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease, except with reference to those employees covered herein who shall remain in the employ of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with NASA, and as to such employees this contract shall continue in effect until termination of employment of such employees.

Section 2. Savings Clause. This contract is subject to provisions of any Federal or State statutes present or future, which may affect the terms or provisions herein.

Section 3. Zipper Provision. The parties have discussed and negotiated all aspects of this contract. There are no outstanding side agreements or practices that have not been incorporated in this Agreement.

UNION

JACOBS TECHNOLOGY INC. AND
SIERRA LOBO, INC.

P. Mendez

Date: 9/26/11

Pedro Mendez, International Association of
Machinists And Aerospace Workers
Local No. 1414

[Signature]

Date: 9-26-11

Michael D. Weiss
Vice President and General Manager
Jacobs Technology Inc.

[Signature]

Date: 9/26/11

Steve Older, International Association of
Machinists & Aerospace Workers
Local No. 1414

[Signature]

Date: 9/26/11

Jose Rosario
Steward
Local No. 1414

[Signature]

Date: 9/26/11

Jim Blount
Site Manager
Sierra Lobo, Inc.

Jack Floyd

Date: 9-26-11

Jack Floyd, International Brotherhood of
Electrical Workers
Local No. 2131

[Signature]

Date: 9/26/2011

Bill Vanzuylen
Steward
Local No. 2131

[Signature]

Date: 9/26/11

Al Sousa, International Union of
Operating Engineers
Local No. 3

[Signature]

Date: 9/26/11

Nestor Rostran
Steward
Local No. 3

Appendix A

AUTHORIZATION TO DEDUCT UNION DUES
AND INITIATION FEES

I, _____, I hereby voluntarily request and authorize Jacobs Technology Inc. and Sierra Lobo, Inc., to deduct the following amounts from the my wages for dues and initiation fees owed by me to _____ Union, during the time that I am an employee.

Initiation Fee:

\$ _____ for _____ pay period(s).

Dues:

Current monthly dues to be deducted the last pay period of each month for dues for the following month, beginning with dues to _____ (month), 20____.

I hereby certify that this authorization and assignment is executed by me of my own free will and without compulsion or coercion from anyone. This authorization and assignment shall continue in effect for the term of the existing contract unless withdrawn by me in writing immediately preceding the end of any anniversary date hereof provided a copy of such request for withdrawal notice is sent by me to said Union by certified mail.

Signed: _____

Date: _____

Witness: _____

The Company will give written notification to the appropriate Union and Union Steward of the date of hire of newly hired Bargaining Unit employees within seven (7) days of the new employee's first day of work.

Appendix B

AUTOMOTIVE INDUSTRIES HEALTH TRUST FUND

FUND OFFICE: 1640 SOUTH LOOP ROAD, ALAMEDA, CA 94502 CLAIMS OFFICE: P.O. Box 23263, Oakland, CA 94923-2363
Phone (510) 836-2484

SUBSCRIBER AGREEMENT: "PLAN A"

Firm Name Jacobs Technology, Inc. Address M/S 227-4, NASA Ames Research Center, Moffett
Street City State Zip Code Field, CA

EFFECTIVE DATE OF COVERAGES: September 1, 20 11 (650) 604-3434 94035

Accept	Decline	Coverage	Plan Overview	Contribution Rates Effective September 1, 2010 to August 31, 2011																						
<input checked="" type="checkbox"/>		Medical Plan	Choices of: <ul style="list-style-type: none"> o Kaiser Medical o HealthNet o Indemnity Plan Includes basic \$2,500 Burial Benefit	Class 1 Employees \$ 935.00 per month Class 2 Employees \$ 1,235.00 per month Effective January 1, 2011* \$ 50.00 per month *Employee surcharge for selecting HealthNet																						
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<input checked="" type="checkbox"/> If accepted, please fill out current and future Journeyman Wage rates in right column.	<input type="checkbox"/>	Disability Plan * (basic rate) Thirty-five percent (35%) of Contract Wage Rate payable the first (1 st) work day when disabled because of an accident or when hospital confined and the fourth (4 th) work day when disabled because of an illness for a maximum of thirty-nine (39) work weeks; however, benefits shall not exceed 80% of regular gross pay when combined with allowable benefits from other sources, subject to Plan provisions and limitations.	Subject to adjustment on the earlier of 1) change of journeyman hourly wage rate to a level indicating a higher contribution rate, and/or 2) September 1, 2011 and each September 1 thereafter to amounts determined by the Trustees as necessary to provide and maintain plan benefits.	<table border="1"> <thead> <tr> <th>Wage Category</th> <th>Rate per Employee</th> </tr> </thead> <tbody> <tr><td>\$ 0.00 - \$14.99</td><td>\$ 13.00</td></tr> <tr><td>\$15.00 - \$19.99</td><td>\$ 16.00</td></tr> <tr><td>\$20.00 - \$24.99</td><td>\$ 23.00</td></tr> <tr><td>\$25.00 - \$29.99</td><td>\$ 24.00</td></tr> <tr><td>\$30.00 - \$34.99</td><td>\$ 28.00</td></tr> <tr><td>\$35.00 - \$39.99</td><td>\$ 33.00</td></tr> <tr><td>\$40.00 - \$44.99</td><td>\$ 38.00</td></tr> <tr><td>\$45.00 - \$49.99</td><td>\$ 41.00</td></tr> </tbody> </table> Indicate the dates of future changes in Journeyman hourly wages and rates below: Effective Dates of Change Rate <table border="1"> <tbody> <tr> <td>Current: 9/1/11</td> <td>\$ 37.73</td> </tr> <tr> <td>Future Dates ** 9/1/12</td> <td>\$ 38.77</td> </tr> </tbody> </table> **See CBA	Wage Category	Rate per Employee	\$ 0.00 - \$14.99	\$ 13.00	\$15.00 - \$19.99	\$ 16.00	\$20.00 - \$24.99	\$ 23.00	\$25.00 - \$29.99	\$ 24.00	\$30.00 - \$34.99	\$ 28.00	\$35.00 - \$39.99	\$ 33.00	\$40.00 - \$44.99	\$ 38.00	\$45.00 - \$49.99	\$ 41.00	Current: 9/1/11	\$ 37.73	Future Dates ** 9/1/12	\$ 38.77
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	Class 2 Employees	Each person not in Class 1 and not covered by another Collective Bargaining Agreement, who is a full-time Employee, Proprietor, or Partner of the Employer as defined by the Plan, so long as the Employer covers all such persons subject to Coverage Commencement rules and provided that the following any Class 2 Employees or Dependents a) at least 65 years of age and b) residing outside of Kaiser.	All rates except Medical Plans are the same as Class I rates.																						

* After August 31, 2011, coverage is subject to adjustment to amounts determined by the Trustees.

For the purpose of providing the benefits specified above for employees and their dependents, the Employer agrees to make monthly payments to the Automotive Industries Welfare Fund ("Fund") as follows:

- A. Employees Covered.** As specified in the Plan's eligibility rules, the following persons are covered by this Agreement:
- (1) **Class 1**—Each person who is in active employment as an employee, as defined by the Plan, who is working under a collective bargaining agreement between the employer and a participating union, subject to coverage commencement rules in paragraph D below. Any exclusion or delay of coverage of a Class 1 employee requires that a copy of the collective bargaining agreement be attached to this Agreement and approved by the Trustees.
 - (2) **Class 2**—Each person not in Class 1 and not covered by another collective bargaining agreement, who is a full-time employee, proprietor or partner of the employer as defined by the Plan, so long as the employer covers all such persons subject to coverage commencement rules in paragraph D below, and provided the following classes of persons may be excluded: (a) any Class 2 employee or dependent at least 65 years of age, and (b) any Class 2 employee or dependent residing outside of Kaiser or
- B. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly employer payments at the rates stated herein for all employees covered under paragraph A who are eligible under the rules of paragraph D. Changes in the amount of the monthly payments required shall be made effective for all participants on the first day of September annually. Even if a new Agreement is not signed by the employer after rates are changed, employer agrees to pay the new rates so long as this Agreement is in effect.
- C. Payment Procedures.**
- (1) **Class 1 Employees.** The undersigned employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for covered Class 1 employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect, regardless of any rate that may be specified in the expired collective bargaining agreement. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
 - (2) **Class 2 Employees.** The undersigned employer agrees to make payments as set forth in the Agreement and any subsequent revisions hereof for covered Class 2 employees until it notifies the Fund in writing that such coverage is cancelled, provided that Class 2 employees cannot be covered in any month in which there is no obligation to cover Class 1 employees under subparagraph (1).
 - (3) **Payment Due Date.** Monthly payments are due from the employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph A employed by the employer at any time during the month prior thereto, except as provided in subparagraph (4) for certain new hires and subparagraph (5) for Class 2 employees whose employment ceased during the prior month.
NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days, except as provided in subparagraph (4) for certain new hires and subparagraph (5) for Class 2 employees whose employment ceased during the prior month.
 - (4) **New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date. For new Class 2 employees the first payment is due on the first day of the month following the date of hire or the first day of the month payment would be required for full-time Class 1 employees of the employer with the same dates of employment, whichever is later.
 - (5) **Family Coverage.** The Employer is only required to pay one contribution if two or more family members are working for the same Company. The Trust will provide coverage according to the rates that are paid by the Employer.
 - (6) **Terminations.** (a) For a Class 1 employee who has passed the effective date of coverage specified below but is no longer actively employed by the employer for any reason other than the employee quits (a voluntary decision by the employee to terminate employment) or the employee is discharged for cause, the last payment is due on the first day of the month following the last date of active employment. (b) For class 1 employee who quits (voluntarily decides to terminate employment) or who is discharged for cause, and for all covered Class 2 employees the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed actively employed by the employer for the purpose of determining employer payments due.
 - (7) **Disabled Employees.** Welfare Plan: For disabled Class 1 employees who have passed the effective date of coverage specified in paragraph D below, in addition to the payment referred to in subparagraph (5), monthly payments will be due for the next three (3) consecutive months. This subparagraph does not apply to Class 2 employees. Disability Plan: For disabled employees, the last payment is due on the first day of the month following the last month of active employment in accordance with your collective bargaining agreement.
 - (8) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

- (9) **Leave of Absence.** In the event a leave of absence is granted by the employer to a Class 1 covered employee, monthly payments may be continued for the employee during such a leave for a period not to exceed six (6) consecutive calendar months following the last month of coverage paid for as provided in either subparagraph (5) or (6) above. This paragraph does not apply to Class 2 employees.
- D. **Effective Date of Coverage.** Provided that adequate contributions are received by the Fund, coverage will be effective on the first day of the month following the date of employment, unless the terms of the collective bargaining agreement clearly provide for a later commencement date for coverage for Class 1 employees. Class 2 employees may not have more favorable coverage commencement rules than Class 1 employees of the same employer. If the commencement date for Class 1 employees is later than the first day of the month following the date of employment, then Class 2 employees shall become covered on the first day of the month for which a contribution would be required on behalf of full-time Class 1 employees with the same dates of employment. Coverage will continue until terminated as provided in the Plan. The Fund shall not be obligated to provide coverage for any month for which the employer has not paid the amounts required under this Agreement.
- E. **Liability for Nonpayment.** Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the employer fails to make the contributions required by this Agreement, the employer shall be responsible to the union and employees herein covered for the benefits which would have been provided for such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection, and shall likewise be subject to any grievance procedure in the collective bargaining agreement covering Class 1 employees.
- F. **Changes in Benefits.** The Trustees are authorized to change the Plan's benefits from time to time, which in general will occur on the first day of September annually.
- G. **Plan Documents.**
- (1) **Trust Agreement.** The undersigned employer understands that the Fund's Trust Agreement was entered into effective October 1, 1956. That Trust Agreement provides that an employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Trustees of the Fund. The undersigned employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of employer contributions.
- H. **Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of Class 2 employees who are not common law employees is legally permissible under the Taft-Hartley Act. The employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all Class 2 employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.
- I. **Successors.** If the employer's collective bargaining agreement covering its eligible Class 1 employees is binding on the employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day of September, 20 11.

Firm Name Jacobs Technology, Inc. Union IAM & AW, Local 1414

Authorized by (Print Name) MTC HA CL 2 Class (Print Name) Pedro Mendez / Steve Older

(Signature)  (Signature) 

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above Agreement.

Appendix C

AUTOMOTIVE INDUSTRIES HEALTH TRUST FUND

FUND OFFICE: 1640 SOUTH LOOP ROAD, ALAMEDA, CA 94502 CLAIMS OFFICE: P.O. Box 23263, Oakland, CA 94923-2363
Phone (510) 836-2484

SUBSCRIBER AGREEMENT: "PLAN A"

Firm Name Sierra Lobo, Inc. Address P O Box 250, Fremont, OH 43420
Street City State Zip Code

EFFECTIVE DATE OF COVERAGES: September 1, 20 11 (650) 604-1399

Accept	Decline	Coverage	Plan Overview	Contribution Rates Effective September 1, 2010 to August 31, 2011																								
<input checked="" type="checkbox"/>		Medical Plan	Choices of: <input type="checkbox"/> Kaiser Medical <input type="checkbox"/> HealthNet <input type="checkbox"/> Indemnity Plan Includes basic \$2,500 Burial Benefit	Class 1 Employees \$ 935.00 per month Class 2 Employees \$ 1,235.00 per month Effective January 1, 2011* \$ 50.00 per month *Employee surcharge for selecting HealthNet																								
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For the purpose of providing the benefits specified above for employees and their dependents, the Employer agrees to make monthly payments to the Automotive Industries Welfare Fund ("Fund") as follows:

- A. **Employees Covered.** As specified in the Plan's eligibility rules, the following persons are covered by this Agreement:
- (1) **Class 1**--Each person who is in active employment as an employee, as defined by the Plan, who is working under a collective bargaining agreement between the employer and a participating union, subject to coverage commencement rules in paragraph D below. Any exclusion or delay of coverage of a Class 1 employee requires that a copy of the collective bargaining agreement be attached to this Agreement and approved by the Trustees.
 - (2) **Class 2**--Each person not in Class 1 and not covered by another collective bargaining agreement, who is a full-time employee, proprietor or partner of the employer as defined by the Plan, so long as the employer covers all such persons subject to coverage commencement rules in paragraph D below, and provided the following classes of persons may be excluded: (a) any Class 2 employee or dependent at least 65 years of age, and (b) any Class 2 employee or dependent residing outside of Kaiser or
- B. **Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly employer payments at the rates stated herein for all employees covered under paragraph A who are eligible under the rules of paragraph D. Changes in the amount of the monthly payments required shall be made effective for all participants on the first day of September annually. Even if a new Agreement is not signed by the employer after rates are changed, employer agrees to pay the new rates so long as this Agreement is in effect.
- C. **Payment Procedures.**
- (1) **Class 1 Employees.** The undersigned employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for covered Class 1 employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect, regardless of any rate that may be specified in the expired collective bargaining agreement. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
 - (2) **Class 2 Employees.** The undersigned employer agrees to make payments as set forth in the Agreement and any subsequent revisions hereof for covered Class 2 employees until it notifies the Fund in writing that such coverage is cancelled, provided that Class 2 employees cannot be covered in any month in which there is no obligation to cover Class 1 employees under subparagraph (1).
 - (3) **Payment Due Date.** Monthly payments are due from the employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph A employed by the employer at any time during the month prior thereto, except as provided in subparagraph (4) for certain new hires and subparagraph (5) for Class 2 employees whose employment ceased during the prior month.
NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days, except as provided in subparagraph (4) for certain new hires and subparagraph (5) for Class 2 employees whose employment ceased during the prior month.
 - (4) **New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date. For new Class 2 employees the first payment is due on the first day of the month following the date of hire or the first day of the month payment would be required for full-time Class 1 employees of the employer with the same dates of employment, whichever is later.
 - (5) **Family Coverage.** The Employer is only required to pay one contribution if two or more family members are working for the same Company. The Trust will provide coverage according to the rates that are paid by the Employer.
 - (6) **Terminations.** (a) For a Class 1 employee who has passed the effective date of coverage specified below but is no longer actively employed by the employer for any reason other than the employee quits (a voluntary decision by the employee to terminate employment) or the employee is discharged for cause, the last payment is due on the first day of the month following the last date of active employment. (b) For class 1 employee who quits (voluntarily decides to terminate employment) or who is discharged for cause, and for all covered Class 2 employees the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed actively employed by the employer for the purpose of determining employer payments due.
 - (7) **Disabled Employees.** Welfare Plan: For disabled Class 1 employees who have passed the effective date of coverage specified in paragraph D below, in addition to the payment referred to in subparagraph (5), monthly payments will be due for the next three (3) consecutive months. This subparagraph does not apply to Class 2 employees. Disability Plan: For disabled employees, the last payment is due on the first day of the month following the last month of active employment in accordance with your collective bargaining agreement.
 - (8) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

(9) **Leave of Absence.** In the event a leave of absence is granted by the employer to a Class 1 covered employee, monthly payments may be continued for the employee during such a leave for a period not to exceed six (6) consecutive calendar months following the last month of coverage paid for as provided in either subparagraph (5) or (6) above. This paragraph does not apply to Class 2 employees.

D. **Effective Date of Coverage.** Provided that adequate contributions are received by the Fund, coverage will be effective on the first day of the month following the date of employment, unless the terms of the collective bargaining agreement clearly provide for a later commencement date for coverage for Class 1 employees. Class 2 employees may not have more favorable coverage commencement rules than Class 1 employees of the same employer. If the commencement date for Class 1 employees is later than the first day of the month following the date of employment, then Class 2 employees shall become covered on the first day of the month for which a contribution would be required on behalf of full-time Class 1 employees with the same dates of employment. Coverage will continue until terminated as provided in the Plan. The Fund shall not be obligated to provide coverage for any month for which the employer has not paid the amounts required under this Agreement.

E. **Liability for Nonpayment.** Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the employer fails to make the contributions required by this Agreement, the employer shall be responsible to the union and employees herein covered for the benefits which would have been provided for such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection, and shall likewise be subject to any grievance procedure in the collective bargaining agreement covering Class 1 employees.

F. **Changes in Benefits.** The Trustees are authorized to change the Plan's benefits from time to time, which in general will occur on the first day of September annually.

G. **Plan Documents.**

(1) **Trust Agreement.** The undersigned employer understands that the Fund's Trust Agreement was entered into effective October 1, 1956. That Trust Agreement provides that an employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Trustees of the Fund. The undersigned employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

(2) **Plan.** The undersigned employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

(3) **Rules and Regulations.** The undersigned employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of employer contributions.

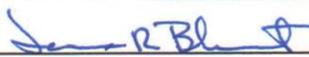
H. **Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of Class 2 employees who are not common law employees is legally permissible under the Taft-Hartley Act. The employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all Class 2 employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. **Successors.** If the employer's collective bargaining agreement covering its eligible Class 1 employees is binding on the employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day of September, 20 11.

Firm Name Sierra Lobo, Inc. Union IAM & AW, Local 1414

Authorized by (Print Name) James R. Blount (Print Name) Pedro Mendez / Steve Older

(Signature)  (Signature) 

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above Agreement.

Appendix D



International Brotherhood of Electrical Workers
Local No. 2131
Jack L. Floyd
P.O. Box 5205, Santa Clara, CA 95056
Ph. (408) 432-0103 Fax (408) 432-0105

International Association of Machinist and Aerospace Workers
Local No. 1414
Pedro J. Mendez
150 South Blvd., San Mateo, CA 94402
Ph. (650) 341-2689 Fax (650) 341-4050

International Union of Operating Engineers
Local No. 3
Al Sousa
325 Digital Dr., Morgan Hill, CA 95037
Ph. (408) 465-8260 Fax (408) 778-1135

Re: Addendum to Article VII Hours of Work and Overtime for NFAC Work Group.

Dear Mr. Mendez:

Jacobs Technology Inc. ("the Company") is requesting from the above listed entities ("the Union") an addendum to the existing contract for the personnel who will be assigned to work at the National Full-scale Aerodynamic Complex (NFAC), allowing the employer to meet the demands of the Air Force ("the Customer") with regard to the operation of the NFAC. This request allows the employees to work a "Compressed Schedule" with every other Friday being an "Off" Friday.

The operational demands require that the work schedule be as follows:

1. The established workweek shall be the seven (7) day period beginning on midshift Friday and ending on midshift the following Friday. With every other Friday scheduled as an "Off" day. The "Off" Friday shall be established by the company to meet Customer requirements. Once the first "Off" Friday has been established, every other Friday will be "Off". Changes to the "Off" Friday may only occur upon mutual agreement between the Company and the Union.

2. A workweek shall consist of four (4) work days consisting of, nine (9) consecutive hours, and one (1) work day consisting of four (4) consecutive hours, with every other Friday at zero (0) hours.
3. Each Monday through Thursday 9.5 hour shifts or Friday 8.5 hour shifts shall include a 30 minute unpaid lunch, in addition to two paid 15 minute breaks. One 15 minute break will be taken in the first half of the shift and the second 15-minute break will be taken in the second half of the shift. No combination of 15 minute break and/or 30 minute break will be permitted.
4. An NFAC employee will be paid overtime at 1.5 times his or her regular rate of pay for hours worked in excess of 40 hours in any workweek or for hours worked in excess of 9 hours Monday through Thursday, or in excess of 8 hours on a working Friday. An NFAC employee shall be paid overtime at a rate of 2.0 times his regular rate of pay for hours in excess of 12 on any workday. For purposes of overtime equalization under Article VII, Section 13 of the contract, NFAC employees will be considered a separate work group.
5. In the event that a paid holiday falls on a day (Monday through Friday) in which an NFAC employee is scheduled to work under this agreement, the employee will be given the day off with pay. In the event that a paid holiday falls on a day (Monday through Friday) in which an NFAC employee is not scheduled to work under this agreement, the employee shall receive the regularly scheduled number of hours of pay for that day at the employee's regular rate or an alternate day off to be selected by NFAC management. An NFAC employee required to work on a holiday will receive holiday pay as describe above, and be paid at 1.5 times their regular rate for hours worked on that holiday.
6. For each vacation day taken by an NFAC employee, the Company shall deduct the regularly scheduled number of hours of pay for that day from the employee's accrued vacation balance.
7. At the customer's request, the company may require that this addendum be temporarily suspended to meet the customer's need and revert back to the regular 40 hour a week schedule as negotiated in the CBA.
8. This addendum shall be in effect for the entire duration of the CBA contract.

AUTOMOTIVE INDUSTRIES WELFARE FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502
 POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
 TELEPHONE (510) 836-2484 or (800) 635-3105
 www.aitrustfunds.org

AUGUST 2014

TO: ALL PARTICIPATING EMPLOYERS, UNIONS & ASSOCIATES
 FROM: BOARD OF TRUSTEES
 RE: CHANGES IN CONTRIBUTION RATES EFFECTIVE SEPTEMBER 1, 2014

-PLAN A-

	Contribution Rates Effective September 1, 2013		Contribution Rates Effective September 1, 2014	
Medical & Prescription Drug Benefits	\$1,320.00 Total Health Benefit		\$1,518.00 Total Health Benefit	
Opt-Out	N/A		\$75.00	
Additional Life Insurance	Life Volume	Contribution Amount	Life Volume	Contribution Amount
	\$ 10,000	\$ 2.00	\$ 10,000	\$ 2.00
	\$ 25,000	\$ 5.00	\$ 25,000	\$ 5.00
	\$ 50,000	\$10.00	\$ 50,000	\$10.00
	\$ 75,000	\$15.00	\$ 75,000	\$15.00
	\$100,000	\$20.00	\$100,000	\$20.00
Dental				
Basic Plan	\$ 113.00 per month		\$ 118.00 per month	
Plan 9	\$ 175.00 per month		\$ 231.00 per month	
Orthodontics	\$ 8.00 per month		\$ 9.00 per month	
Vision (VSP)	\$ 20.00 per month		\$ 20.00 per month	
Retiree Plan (Subject to change by the bargaining parties)	\$ 28.00 per month		\$ 28.00 per month	
Disability Plan (Basic Rate)	Wage Category	Rate per Employee	Wage Category	Rate per Employee
	\$ 0.00 - \$14.99	\$ 9.00	\$ 0.00 - \$14.99	\$ 9.00
	\$15.00 - \$19.99	\$ 11.00	\$15.00 - \$19.99	\$ 11.00
	\$20.00 - \$24.99	\$ 14.00	\$20.00 - \$24.99	\$ 14.00
	\$25.00 - \$29.99	\$ 16.00	\$25.00 - \$29.99	\$ 16.00
	\$30.00 - \$34.99	\$ 18.00	\$30.00 - \$34.99	\$ 18.00
	\$35.00 - \$39.99	\$ 20.00	\$35.00 - \$39.99	\$ 20.00
	\$40.00 - \$44.99	\$ 23.00	\$40.00 - \$44.99	\$ 23.00
	\$45.00 - \$49.99	\$ 26.00	\$45.00 - \$49.99	\$ 26.00

The remittance report for contributions due September 1, 2014, will show the applicable contribution rates. Please note that these rates apply only as outlined in your specific Subscriber Agreements.

RECEIVED AUG 18 2014