

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J-4

APPENDIX B

COLLECTIVE BARGAINING AGREEMENTS

FILE 4

Jacobs Technology, Inc.

And

Sierra Lobo, Inc.

And

UAW Local 1921

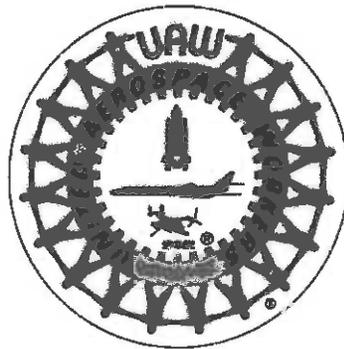
September 11, 2010

AGREEMENT
between
Jacobs Technology Inc.

JACOBS™
and
Sierra Lobo, Inc.



and the
UAW Local 1921



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1
2
3 **AGREEMENT**

4 Agreement made this 11th day of September 2010, by and between Jacobs Technology
5 Inc. and Sierra Lobo, Inc., hereinafter designated as the "Company" and the International
6 Union, United Automobile, Aerospace and Agricultural Implement Workers of America
(UAW) and its Local No. 1921, hereinafter designated as the "Union,"

7 WITNESSETH: This agreement shall pertain only to the employees of the
8 Company in the bargaining unit hereinafter described in the Recognition Clause.

9 It is agreed for the mutual protection of the parties that this Agreement can only be
10 changed or modified by a document in writing signed by the parties hereto or by their duly-
11 authorized representatives.
12

1 **Article I**
2 **RECOGNITION CLAUSE**

3 Pursuant to the National Labor Relations Board's certification (Case No. 15-RC-5520),
4 dated December 26, 1974 and subsequent certification (Case Nos. 15-RD-382 and 15-RD-
5 384) dated March 3, 1978, the Company recognizes the Union as exclusive representative for
6 all production support and maintenance employees of the Company at the Michoud
7 Assembly Facility in New Orleans, Louisiana; excluding all office clerical employees,
8 professional employees, watchmen and/or guards and supervisors as defined in the Act, for
9 the purpose of collective bargaining in respect to rates of pay, wages, hours of employment,
10 and other conditions of employment.

11 **Article II**
12 **MANAGEMENT'S RIGHTS**

13 The right to hire, retire, discipline, suspend or discharge for cause, transfer, maintain
14 efficiency of employees, promote, and the right to lay off employees because of lack of work
15 or for other legitimate reasons, is vested exclusively in the Company provided that this will
16 not be exercised in violation of the terms of this Agreement or be used for the purpose of
17 discrimination against any member of the Union as such. In addition, the Management of the
18 Michoud Facility, the control and regulation of the use of all equipment and other property of
19 the Company, the direction of the working force, the making of rules not in conflict with this
20 Agreement, and the operations of the Michoud Facility, the work to be performed, the
21 schedules of work, the methods, processes and means of manufacturing, installation,
22 modification, testing and maintaining are solely and exclusively the responsibility and
23 prerogative of the Company. It is not intended by the foregoing recitation to limit any of the
24 normal or usual functions of Management or to define all such functions. The Company
25 shall exercise the functions and duties and responsibilities of Management without
26 interference or hindrance by the Union or its members.

27 **Article III**
28 **RIGHTS OF EMPLOYEES**

29 **Section 1.** Neither the Company nor the Union or any of their respective agents or
30 members shall interfere with, restrain, coerce, intimidate, or discriminate against any
31 employee because of membership or non-membership in the Union.

32 **Section 2.** All parties of this Agreement subscribe to the principles of fair employment
33 practices as specified in the Civil Rights Act of 1964, the Equal Employment Opportunity
34 Act of 1972, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Act
35 of 1974 and pledge their full support to the pertinent executive orders which provide for
36 equal employment opportunities for all individuals without regard to race, color, creed, sex,
37 age, religion, marital status, national origin, or handicap, except when that handicap is a bona
38 fide impediment to the performance of the job.

39 **Section 3.** It is understood that wherever the masculine pronoun is used in this Agreement,
40 the feminine pronoun is also applicable.

41

1 **Article IV**
2 **UNION MEMBERSHIP AND CHECK-OFF PROCEDURE**

3 **A.** The provisions of Article IV, B. Union Membership, Sections 1-4 and 9, are inoperative
4 pursuant to the terms of Chapter 9, Title 23, Louisiana Revised Statutes, Part V, Section
5 981 to 987.

6 Article IV, B. Union Membership, Section 1-4 and 9, shall become operative consistent
7 with law in the event Louisiana or Federal law is revised, amended or changed to permit
8 the application thereof.

9 **B. Union Membership**

10 **Section 1.** Any employee on the active payroll of the Company on the effective date
11 of this Agreement shall become a member of the Union after thirty (30) days or upon
12 acquiring seniority, whichever is later, for the duration of this Agreement as a condition of
13 employment, to the extent of paying dues uniformly required by the Union of all members.

14 **Section 2.** Any employee hired into the bargaining unit on or after the effective date
15 of this Agreement shall become a member of the Union upon acquiring seniority and
16 maintain his membership in the Union for the duration of this Agreement as a condition of
17 employment in the said unit to the extent of paying dues and initiation fees uniformly
18 required by the Union of all members.

19 **Section 3.** Notwithstanding any other provision contained in this Agreement, if any
20 employee who is a member of the Union shall be transferred or promoted out of the
21 bargaining unit covered by this Agreement, the provisions of this Article shall become
22 inoperative as to such employee. If such employee shall thereafter in any manner be returned
23 to a job within the unit, whether by transfer, demotion or otherwise, such employee shall be
24 required to resume and maintain his membership in the Union for the duration of this
25 Agreement as a condition of employment in said unit to the extent of paying periodic dues
26 and initiation fees uniformly required by the Union of all members.

27 **Section 4.** Employees hired into jobs outside the bargaining unit or employees
28 transferred from jobs within the bargaining unit who were not members of the Union at the
29 time of such transfer, if thereafter transferred into jobs within the bargaining unit shall
30 become members of the Union not later than the 30th day following the effective date of such
31 transfer, and maintain their membership in the Union as a condition of employment in the
32 said unit for the duration of this Agreement to the extent of paying dues and initiation fees
33 uniformly required by the Union of all members.

34 **Section 5.** "Member of the Union" or "Union Membership" where used in this
35 Agreement means any employee who is a member of the Union and is not more than sixty
36 (60) days in arrears in the payment of Union dues as specified herein.

37 **Section 6.** The Union shall certify to the Company a complete list of all cash paying
38 Union members within ten (10) days of the effective date of this Agreement.

1 **Section 7.** Any dispute arising as to an employee's membership in the Union under
2 this Article shall be reviewed by the Labor Relations Manager of the Company and the
3 Chairman of the Bargaining Committee, or their authorized representative, and if not
4 resolved may be appealed to arbitration in accordance with the provisions of Article IX of
5 this Agreement.

6 **Section 8.** All provisions of this Agreement requiring Union membership as a
7 condition of employment shall be enforceable with respect to any employees covered thereby
8 to the extent permitted by the applicable laws of the Federal and State Governments.

9 **Section 9.** Maintenance of Membership: As a condition of continued employment,
10 all employees covered by this agreement must maintain their membership in the Union or
11 become an Agency Fee Paying Objector. Application for membership and agency fee paying
12 objector must be made within thirty (30) days of employment. Union membership is
13 required only to the extent that employees must pay either; (1) the Union initiation fees and
14 monthly dues or (2) agency fees corresponding to the proportion of the Union's total
15 expenditures that support representational activities. Any individual refusing to pay dues,
16 initiation or agency fees as required under this Article will be discharged by the Company.
17 The discharge will be effective within five (5) working days after the employee is given the
18 right to cure the default.

19 **C. Check-Off**

20 The Company, insofar as permitted by state or federal laws, will deduct out of the current
21 net earnings payable to an employee covered by this Agreement, such initiation fees and
22 Union dues in such amount as may be fixed by the Convention of the International Union
23 upon receipt by the Company and in accordance with a duly executed authorization by the
24 employee in a form agreed upon by the Company and the Union.

25 Deductions from money due the employee pursuant to this Article will be made from the
26 net earnings due the employee payable to him on the second regular pay day in each month,
27 provided that the Company has received such authorization and notice from the Union by the
28 25th day of the month preceding the month in which such deductions are made. There shall
29 be only one remittance per month by the Company.

30 Employees recalled or transferred into the bargaining unit will have dues deducted from
31 the current month's earnings for the current and preceding month, provided, however, such
32 recall or transfer was effective on or before the 25th day of the preceding month.

33 Employees laid off after the 10th day of the month will have dues deducted for the
34 current month from their last pay provided the employee has sufficient earnings due for the
35 current month.

36 In the event an employee does not have sufficient earnings due him on the second regular
37 pay day in the month to cover the amount of said deductions for that month, the Company
38 agrees to make such deductions from the earnings due the employee on the second regular
39 pay day of the next succeeding month.

40 Except as provided herein, deductions for dues shall be for the current month only.

1 Deductions shall be remitted to the Financial Secretary of the Local Union not later than
2 five (5) days following the pay day on which the deductions were made. The Company shall
3 furnish the Financial Secretary of the Local Union at the same time with a record of those for
4 whom deductions have been made, the amount of the deductions and a list of absentees.

5 Should an employee be promoted or transferred to a job not covered by this Agreement,
6 the Company shall cease deducting dues from the pay of such employee. In the event the
7 employee is transferred back into the bargaining unit, the Company shall again deduct dues
8 from the pay of such employee. When ceasing to deduct dues for reasons cited in this
9 paragraph, the Company will submit the names of such employees and the reasons for no
10 deduction to the Union.

11 In making deductions and remittances for dues and initiation fees to the Union, the
12 Company is entitled to rely upon the notification of the Union of the amount of money due
13 the Union by an employee. The Union agrees to hold and save the Company harmless from
14 any and all liability, responsibility, or damage arising out of or reliance upon the
15 authorization and notification provided for in this Article, and assumes full responsibility for
16 the disposition of the funds so deducted when turned over to the Union.

17 This Article is separable from the remainder of the contract and any finding of invalidity
18 with respect to any of the provisions of this Article shall not affect the validity of any other
19 provisions of the contract.

20 **D. Section 1. Contributions to UAW V-CAP**

21 The Company agrees to deduct from the pay of each employee voluntary contributions to
22 UAW V-CAP, provided that each such employee executes or has executed the following
23 "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP" form;
24 provided further, however, that the Company will continue to deduct the voluntary
25 contributions to UAW V-CAP from the pay of each employee for whom it has on file an
26 unrevoked "Authorization for Assignment and Check-Off of Contributions to UAW V-CAP"
27 form.

28 Deductions shall be made only in accordance with the provisions of and in the amounts
29 designated in said "Authorization for Assignment and Check-Off of Voluntary Contributions
30 to UAW V-CAP" form, together with the provisions of this Section of the Agreement.

31 A properly executed copy of "Authorization for Assignment and Check-Off of Voluntary
32 Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to
33 UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any
34 such deductions are made, except as to employees whose authorizations have heretofore been
35 delivered. Deductions shall be made thereafter, only under the applicable "Authorization for
36 Assignment and Check-Off of Voluntary Contributions to UAW V-CAP" forms which have
37 been properly executed and are in effect.

38 Deductions shall be made, pursuant to the forms received by the Company, from the
39 employee's third pay received in each and every month that the authorization remains in
40 effect.

1 **Section 2. Termination of Company Obligations**

2 The Company's obligation to make such deductions shall terminate automatically upon
3 the termination of the employee who signs the authorization, upon written request, or upon
4 his transfer to a Center, Unit or job not covered by this Agreement.

5 **Section 3. Remittance to the Union**

6 The Company agrees to remit within two (2) weeks after said deductions, the following:

- 7 a. The total amount of V-CAP contributions deducted, less an appropriate
8 administrative fee as determined by the parties.
- 9 b. The names, employee numbers, social security number and amounts from whose
10 wages such deductions have been made.
- 11 c. The Company shall, at the same time remit to the Union its check for the amount
12 shown under item (a) above, care of the International Union, United Automobile,
13 Aerospace and Agricultural Implement Workers of America (UAW).
14
15

1 **Section 4. Authorization for Deductions**

2 **AUTHORIZATION FOR ASSIGNMENT AND CHECK-OFF OF CONTRIBUTIONS TO**
3 **UAW V-CAP**

4 To Jacobs Technology Inc. / Sierra Lobo, Inc. (select appropriate Company):

5 I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your
6 employee, the sum of: (check one)

7 \$5.00 \$8.50 Century Club \$25.00 Directors Club Other
8 each and every month. I hereby authorize and direct you to deduct such amounts from my
9 pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed
10 upon between you and the Union at any time while this authorization is in effect.

11 This authorization is voluntarily made. I understand that the signing of this
12 authorization and the making of payments to UAW V-CAP are not conditions of membership
13 in the Union or of employment with the Company, that I have the right to refuse to sign this
14 authorization and contribute to UAW V-CAP without any reprisal, and that UAW V-CAP
15 will use the money it receives to make political contributions and expenditures in connection
16 with federal, state and local elections, that all UAW members may be eligible for V-CAP
17 raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that
18 monies contributed to the UAW V-CAP constitute a voluntary contribution to a joint
19 fundraising effort by the UAW and AFL-CIO.

20 I also understand that the guidelines for contributions to UAW V-CAP set forth above
21 are merely suggestions, that I can contribute more or less than the guidelines suggest, and
22 that the Union will not favor or disadvantage me based on the amount of my contribution or
23 my decision not to contribute.

24 Contributions or gifts to UAW V-CAP are not deductible as charitable contributions
25 for federal tax purposes. All UAW members may be eligible for related raffle drawings,
26 regardless of whether they make a contribution.

27
28
29

30 _____	_____
31 Name (Print)	Date
32 _____	_____
33 Address	Social Security Number
34 _____	_____
35 _____	_____
36 City	State Zip
37 _____	_____
38 _____	_____
39 Signature	

40
41

1 The Union's presentation will occur during the final portion of the orientation program.
2 The Company further agrees that the Local Union President or the Vice-President or the
3 Chairman of the Bargaining Committee may be present at the orientation session to answer
4 questions regarding the Union's presentation. The Union will be notified by the Company
5 the Friday before a scheduled orientation.

6 At the time of hire, the employee will be advised of his hourly rate of pay and the
7 minimums and maximums of the rate range for the labor grade in which he is being hired.

8 Further, the Company agrees that during its presentation of the hourly employee
9 orientation program an explanation regarding the rate range structure for the ten (10) labor
10 grades will be presented, including promotional opportunities, automatic progression
11 intervals and amounts and rate differentials within classifications.

12 **Section 4. Application of Seniority**

13 The unit for the application of seniority principles shall be by Job Family Group within
14 seniority units as shown in Appendix "A" attached hereto.

15 It is understood that the following group designations will be transitioning from
16 Lockheed Martin Space Systems Company Michoud Operations at MAF to the Company not
17 to exceed October 1, 2010, therefore for those designated groups thereafter employment
18 offers will allow for retention of all of their seniority rights. Employees hired on/or after July
19 1, 2009 that do not have seniority in any of these group designations will establish a new
20 seniority date as of their first date of hire, however will retain all of their adjusted service
21 time for the purpose of PTO accrual only under the terms of the agreement. Group
22 Designations by number: 102, 106, 107, 108, 109, 401, 502 and 601 through 621 (all of
23 Facilities Maintenance). All parties agree that additional Group Designations may be added
24 by mutual consent.

25 **Section 5. Promotions/Job Posting/Lateral Transfers**

- 26 **1. Definition of Promotion:** For the purpose of this Article, a promotion shall be defined as
27 any change from one classification to another classification with a higher wage rate.
- 28 **2. Promotional Procedures.** When effecting promotions, employees shall be selected for
29 promotion in order of their seniority, if they possess the required qualifications to
30 perform the higher wage rated classification, in accordance with the following procedure:
31 (Employees will not be downgraded for the express purpose of defeating the application
32 of this promotional procedure).
- 33 **3. Request for Promotion.** Employees shall be offered promotion under this Subsection as
34 follows:
- 35 a. Notice of available Bargaining Unit classification openings with a brief description of
36 the required qualifications shall be placed on Company designated bulletin boards
37 along with a copy to the Chair person. The notice will be posted for five (5)
38 consecutive working days. The closing date of the posting will be included on the
39 notice. The Company will provide the Chair person or his designee with a list of in-
40 unit applicants prior to selection.

- 1 b. If an employee who possesses the required qualifications wishes to be considered for
2 an available opening, the employee may submit a job posting application. Such
3 request must be received by the Human Resources Department no later than the end
4 of the employee's regularly scheduled shift on the fifth (5th) working day following
5 the original day of posting.
- 6 c. When an employee is promoted or refuses promotion as a result of the procedure
7 defined in Section 5.(3)(a) through Section 5.(3)(g), the employee shall not be eligible
8 to file another request for promotion for six (6) months. Prior to being selected for
9 promotion, an employee may withdraw a promotional request at any time.
- 10 d. New hire employees with less than twelve (12) months seniority in the job
11 classification for which they were originally hired shall not be eligible to participate
12 in the Job Posting Program until they have completed the twelve (12) month seniority
13 requirement.
- 14 e. When selected for promotion in accordance with Section 5.(2), the other job posting
15 applications, if any, shall be canceled.
- 16 f. Employees selected for promotion under Section 5.(3) through Section 5.(3)(g) shall
17 be released to the available higher wage rated classification and transferred to the new
18 department within ten (10) working days following selection for promotion.
- 19 g. Employees promoted to a higher wage rated classification who, within sixty (60) days
20 of work after such promotion, disqualify themselves or are found not to possess the
21 qualifications to perform the job, shall be returned to their former classification
22 provided their seniority is greater than that of other employees employed in such
23 former classification.
- 24 h. In the event promotions involve shift changes, employees selected for promotion shall
25 be given preference in seniority order for placement in the available classification.
26 This will apply once the employee has obtained any and all certifications to perform
27 the duties of the new.
- 28 i. In filling job vacancies within the bargaining unit first preference will be given to
29 former holders who have been reclassified to a lower rated job within the bargaining
30 unit, for reasons other than inability or personal choice not dictated by reasons of
31 health, or who have selected layoff in lieu of downgrading. These individuals will be
32 reclassified or recalled provided they are qualified to perform the work, and have
33 performed satisfactorily in the position for three (3) months or more within the
34 preceding sixty (60) month period, to their former position according to the records of
35 the Company, in accordance with length of continuous service, before other
36 employees are promoted, transferred, or hired to such jobs. Former holders who have
37 not held the position within the last sixty (60) months will have the option to accept
38 or refuse reclassification to the former position.
- 39 **4. Lateral Transfer Procedures.** In accordance with seniority, employees who possess the
40 proper qualifications and skills may laterally transfer to another job classification with no

1 increase in wages through use of the Job Posting Program. However, release of
2 employee is contingent upon an available qualified replacement having been identified.

3 When employees are transferred from one core Job classification to another, such
4 employees will retain seniority in their former core Job classification for a period of sixty
5 (60) calendar days, after which time they will have seniority in the new group. If an
6 employee's transfer request is granted, he cannot request another job transfer for twelve
7 (12) months after his transfer date.

8 **Section 6. Reduction in Force**

9 For the purpose of layoff of employees in connection with decreasing the work force,
10 probationary employees will be terminated or seniority employees will be laid off as follows:

11 In decreasing the work force, the Company will give employees to be laid off at least
12 forty-eight (48) hours notice unless an employee is absent from work at the time the notice is
13 given, or unless such layoff is occasioned by changes in contract commitments or
14 cancellation, or by unforeseen circumstances such as acts of God.

15 At time of layoff, the employee shall verify that the address reflected in the Company
16 record is his current and complete address of record.

17 In the event of any reduction in force or layoff, employees will be laid off in reverse
18 order of seniority within core classification seniority. An employee who is laid off shall have
19 the right to bump a less senior employee in a core classification previously held based on the
20 employee's seniority date provided the employee meets all job requirements, and is eligible
21 and qualified to perform the available job. Any personnel laid-off will retain their right to
22 return to work for a period of three (3) years. It is the responsibility of the employee to
23 notify the Company of current contact information during the layoff period. The Union will
24 not hold the Company liable for returned, refused, or undeliverable written notification.

25 **Section 7. Recall**

26 Employees will be called back to work starting with the most senior person within the
27 core classification who is eligible and qualified to perform the available job to be
28 filled.

- 29 a. In recall, the Company shall mail a certified notice of recall to the appropriate employee.
30 Recalled employees must respond within seven (7) calendar days after receipt of
31 notification, and must report for work within ten (10) workdays, unless extended by the
32 Company. In an effort to bring back an employee in the most expeditious manner, the
33 Company will also call the employee with the latest contact home and/or cell phone
34 number. In addition, the Union agrees to assist in contacting the employee in an effort
35 to expedite the procedure. If the employee is contacted by phone and declines the recall,
36 the Labor Relations Manager will contact the Union Chairperson to then contact the
37 employee in the same manner to verify the employee's response. Once verified by the
38 Union Chairperson the Company will continue with the process if necessary.

- 1 b. An employee offered recall to a lower wage rated classification than that from which
2 he was laid off may refuse such recall without forfeiting his right of recall to the job
3 from which laid off. However, if such employee refuses recall to any higher wage
4 rated job for which he is eligible and qualified he will forfeit his right of recall. It is
5 understood he shall be recalled in line with his seniority.
- 6 c. Employees who, at the time of recall, fail to meet the medical requirements of the
7 Company, and are unable to report to work within ten (10) work days shall be placed
8 in the suspended recall file. To retain recall privileges, the employee must maintain
9 registration as required and must notify the Employee/Labor Relations Office when
10 he or she becomes available. Upon becoming available, such employee will be
11 entitled to recall to the next available opening, seniority permitting.
- 12 d. Recall notice will be sent Certified Mail — Return Receipt Requested to the last
13 known address as shown on the Company's records.

14 **Section 8. Loss of Seniority**

15 Seniority shall be lost and all rights under this Agreement forfeited with the occurrence of
16 any of the following:

- 17 a. quits or is retired;
- 18 b. is discharged for cause;
- 19 c. is absent due to layoff which shall continue for a period equal to his length of
20 continuous service with the Company at the time of such layoff, but in no event less
21 than one (1) year or in excess of three (3) years;
- 22 d. fails or refuses to respond to recall and report to work within ten (10) work days after
23 receipt of notice of recall from the Company, except the reporting time may be
24 extended where there is a satisfactory reason given to warrant leniency;
- 25 e. is absent for three (3) consecutive work days without reporting to the Company a
26 justifiable reason that is acceptable to the Company. Compliance with this paragraph
27 is not to be construed to mean that excessive absenteeism will be tolerated;
- 28 f. accepts a total permanent disability settlement regarding a Worker's Compensation
29 Claim.
- 30 g. Failure to be recalled from layoff within 36 months after such layoff.
- 31 h. The employee fails to return to work at the expiration of an approved leave of absence
32 unless a justifiable reason is given that is acceptable to the Company.
- 33 i. Refusal by the cognizant Government agency, i.e. NASA, to grant required security
34 clearance.

1 **Section 9. Shift Transfers**

2 The Company agrees to the principle that seniority of employees will be applied when
3 transferring employees to jobs on the various shifts. In no case shall the Company be
4 required to transfer an employee who is not qualified to perform the required work on a
5 specific shift.

6 a. Employee(s) with at least six (6) months of service may request a transfer to any
7 other shift to which there are assigned employee(s) within their classification with
8 less seniority and who have completed their probationary period. In the event that
9 effecting such shift transfer necessitates the displacement of another employee, the
10 employee with the least seniority within the classification shall be displaced unless a
11 more senior employee indicates a preference to accept the resultant shift placement.
12 If an employee accepts such shift preference on a requested or voluntary basis, he
13 cannot request another shift transfer for three (3) months unless his shift assignment
14 is changed by the Company. If an employee's shift request is granted, he cannot
15 request another shift transfer for three (3) months unless his shift assignment is
16 changed by the Company. Once a shift preference is filed by an employee the
17 Company will not make shift changes involving any employee with less seniority
18 within the same classification which may affect a senior employee's shift preference
19 request. Shift transfer requests will be processed in order to reassign personnel
20 effective the beginning of the second pay period after submittal of the request.

21 b. Shift transfer requirements.

22 (1) Temporary shift transfers may be made without regard to any provisions of this
23 Section for a period not exceeding thirty (30) calendar days once in a calendar
24 year per individual.

25 (2) Such transfer(s) will occur only after two (2) weeks notice is given to the
26 effected employee(s). It is understood that upon the mutual agreement between
27 the parties, (i.e., Company, Union, and employees) such transfer(s) could be
28 done sooner.

29 **Section 10. Loanouts**

30 It is the Company's objective to secure sufficient volunteers in order of seniority to fulfill
31 all such loanout requirements but will have the flexibility to select volunteers based on the
32 work and skill requirements in both the assigned and loan departments.

33 a. Craftsman are permitted to temporarily support other crafts (trades) when the
34 workload requires it. When employees are required to support each other as part of a
35 joint task, the individual craftsman are to work under the direction of the craftsman
36 leading the work assignment.

37 b. The Company will loan out employees in order of inverse seniority except that senior
38 employees may volunteer for such assignments consistent with the work and skill
39 requirement needs in both departments.

- 1 c. When such assignments are made for thirty (30) working days, the Company must
2 notify the Union chair person.
- 3 d. It is agreed that in order to avoid undesirable short term recalls and in the interest of
4 efficiency, which affects both the Company and the employee(s), loanouts not to
5 exceed forty-five (45) calendar days may be made into a classification(s) where there
6 are employees with recall rights. Deviation to the provisions of this paragraph require
7 the mutual consent of the parties. The Company will advise the Chairman of the
8 Bargaining Committee of the reasons and expected duration for loanouts of this
9 nature before they are made. When loanouts are made through shift completion, the
10 requirement to advise the Union is waived. No provisions of this paragraph are to be
11 construed as a guarantee of number of hours of work per day or the number of days of
12 work per week per Section 1, Article XI.
- 13 e. Employees on loan from one classification to another under the provisions of this
14 Section will retain the classifications they held in their home department. In the event
15 the work assigned during the loanout period is of an equal or lower classification than
16 that held by the employees, they shall retain the hourly rate of pay they are paid in
17 their home department.

18 **Section 11. Seniority Retention**

- 19 a. An employee who has held a job(s) now covered by the bargaining unit and was
20 transferred out of such job(s) prior to or after the effective date of this Agreement will
21 retain and be credited with the seniority established prior to such transfer and may be
22 reclassified to a bargaining unit job formerly held by the employee, seniority
23 permitting. Upon returning to the bargaining unit, an adjusted seniority date will be
24 established for the employee.
- 25 b. An employee promoted out of the bargaining unit to a job involved in the supervision
26 of employees in the bargaining unit prior to May 15, 1994, will retain the in-unit
27 seniority held at the time of promotion and continue to accumulate in-unit seniority
28 up to an additional three (3) years in such supervisory position and may be
29 reclassified to a bargaining unit job formerly held by the employee, seniority
30 permitting. Employees promoted under this paragraph subsequent to May 15, 1994,
31 will retain in-unit seniority held at the time of promotion and continue to accumulate
32 in-unit seniority up to an additional one (1) year in such supervisory position and may
33 be reclassified to a bargaining unit job formerly held by the employee, seniority
34 permitting.

35 **Section 12. Qualified**

36 The term "qualified" or "qualified to perform the work" shall be deemed to consist of the
37 ability to perform satisfactorily the duties of the job as determined by management and to
38 meet the required standards of quantity and quality. A "qualified" employee shall receive
39 that degree of familiarization, guidance and instruction which is consistent with and
40 considered usual and normal for the complexity of the work to be performed.

1 **Section 13. Reports**

2 The Company will furnish to the Chairman of the Bargaining Committee the following:

- 3 (1) A list of employees laid off or recalled, as soon as possible but in any event not
4 later than two (2) work days after such layoff or recall. This list shall contain the
5 employees' names, last hiring date and job title.
- 6 (2) An alphabetical list including address and phone numbers of in-unit employees
7 and a list of in-unit employees on layoff quarterly. The Company will provide a
8 list including the employee's current hourly rate, job classification, shift and the
9 date employees entered their current classification at the request of the union.
- 10 (3) Requisition reports for in-unit job vacancies will be provided as they are
11 published.

12 **Section 14. Preferential Seniority**

13 During their time of office under this Agreement:

- 14 a. The President, Chairman of the Bargaining Committee and other members of the
15 Bargaining Committee who adjust grievances shall be deemed to have more seniority
16 in their same or similar classification for layoff purposes than all other employees
17 which shall only prevail if he is willing and qualified to perform available work.
- 18 b. Stewards, as defined in Article VII, Section 1, shall be deemed to have more seniority
19 in their same or similar classification for layoff purposes than any employee in their
20 area, provided they are willing and qualified to perform available work.
- 21 c. Due to the necessity of properly manning the work force at the Facility, the above
22 enumerated Union officials shall perform their assigned work each day; however,
23 permission to leave their job will be granted in accordance with the provisions of this
24 Agreement, for the purpose of attending meetings with Management representatives
25 or as otherwise provided herein.
- 26 d. No Steward shall be transferred out of his respective area or shift as long as there is
27 work available in his classification which he is qualified to perform, except by
28 agreement between the Company and the Union.
- 29 e. The Company agrees that members of the Bargaining Committee shall work any shift
30 as requested by the Union provided:
- 31 (1) Such employee is qualified to perform the work.
- 32 (2) There is work available within his classification for the committeeman to
33 perform.
- 34 (3) There are sufficient qualified employees available on the shift from which the
35 committeeman is transferring to meet requirements.

1 At times of demotion, Union officials described in this section will be reclassified to
2 lower-rated jobs pursuant to Section 6 of this Article in accordance with their natural
3 seniority, and thereafter will not be laid off so long as such work is available. No Steward or
4 Committeeman shall be transferred out of his respective area as long as there is work
5 available which he is qualified to perform and to which he is entitled under the other
6 provisions of this Article, except by agreement between the Company and the Union. All
7 promotions of said Union officials shall be made pursuant to Section 5 of Article V of the
8 Collective Bargaining Agreement.

9
10 **Article VI**
LEAVES OF ABSENCE

11 **Section 1.** Employees elected or selected to full-time jobs in the Local Union or the
12 International Union which takes them from their employment with the Company shall, upon
13 written request to the Company, receive leaves of absence without pay for a period of three
14 (3) years or less. Upon completion of their leaves of absence during the existence of this
15 Agreement, they shall be reinstated according to their length of continuous service in work
16 generally similar to that which they did last prior to their leaving, at the wage rates existing in
17 the facility at the time of their return, provided such work is available for them according to
18 their length of continuous service and they are qualified to perform such work. Length of
19 continuous service shall accumulate during such leaves of absence. Such leaves of absence
20 shall be extended upon written request of the Union to the Company.

21 Leaves of absence without pay will be granted by the Company on written request of the
22 Union, to Union representatives in a number not to exceed five (5) for the purpose of
23 attending Union national and state conventions. It is the intention of the Union to honor and
24 respect the work requirements in requests for leaves of absence for such delegates.

25 **Section 2.** It is the mutual interest of the parties to reduce absenteeism. However, it
26 is recognized that employees may be absent for extended periods of time as a result of
27 disability due to bona fide sickness, accident or pregnancy. In such cases, benefits associated
28 with such leaves of absence shall be granted for the period of disability but not exceeding one
29 (1) year. Employees can remain in a leave of absence status for up to three (3) years.

30 A leave of absence under this Section shall be defined as a continuous absence of seven
31 (7) or more days including Saturdays and Sundays.

32 Length of continuous service for purposes of seniority shall accrue during such leaves of
33 absence. It is further understood that length of continuous service for purposes of adjusted
34 service time shall accrue for up to one (1) year during such leaves of absence.

35 **Section 3.** Leaves of absence without pay for relatively short periods may be granted
36 by the Company to employees for compelling personal reasons or reasons covered by the
37 Family Medical Leave Act (FMLA). In such cases, length of continuous service shall
38 accumulate during such leaves.

39 **Section 4.** Employees away from their jobs because of a compensable injury as
40 defined by the Workman's Compensation Act will be given a leave of absence and shall

1 accrue length of continuous service while on compensation in accordance with the provisions
2 of Section 2 of this Article.

3 **Section 5.** The Company will not unreasonably deny an educational leave of absence
4 for any employee attending any institution of higher learning acceptable to the Company.
5 Such leave will be on an inactive status and will be limited to a maximum of one (1) year.
6 Such leave may be extended at the discretion of the Company. Upon return at the end of
7 such leave he will be placed on the job he is eligible for under the terms of Article V.

8 **Section 6.** An employee who is a member of a reserve component of the Armed
9 Forces or the National Guard who is required to enter active annual training duty shall be
10 paid his normal straight time earnings, including shift differentials where applicable, up to a
11 maximum of ten (10) work days each calendar year. The amount due the employee under
12 this paragraph shall be reduced by the amount received from the government body identified
13 with such training duty for the period of such duty (up to the maximum period mentioned
14 above). Such items as subsistence, rental and travel allowance shall not be included in
15 determining pay received from state or federal government. In the event a recognized
16 holiday(s) falls within the term of such a leave, no deduction will be made from the ten (10)
17 days of pay to which the employee is eligible as a result of such holiday(s).

18 **Section 7.**

- 19 a. Requests and extensions for leaves of absence must be made in writing to the
20 Employee/Labor Relations Office supported by medical diagnostic statements from a
21 doctor, where applicable.
- 22 b. Upon return from leave, the employee will report to Employee/Labor Relations
23 Office and process through the local Company Medical Department and provide
24 doctors' statements (where applicable) attesting to the employees' health and ability
25 to return to work. Such employees will be offered a job commensurate with their
26 rights under Article V of this Agreement.
- 27 c. Leaves of absence shall be subject to verification by the Company. Any leave of
28 absence obtained through false pretenses shall be invalid and the employee's absence
29 shall be recorded as unauthorized. Such fraudulent absence shall be considered as
30 cause for disciplinary action up to and including discharge, as warranted.

31 **Section 8.** Upon written request to the Company, an employee will not unreasonably
32 deny a leave of absence for the purpose of entering training with the Peace Corps and
33 subsequent service therein. This leave will extend for a period of not less than one (1) year
34 nor more than two (2) years while attached to the Peace Corps. The written notification to
35 the Company shall be submitted to the Employee & Labor Relations Office of his plant and
36 shall contain satisfactory written evidence that the Peace Corps has invited him to enter
37 training and/or service. Length of continuous service shall accumulate during such leaves of
38 absence.

39 **Section 9.** Upon written request to the Employee & Labor Relations Office accompanied by
40 appropriate election of appointment certifications, an employee will be granted an inactive
41 leave of absence for the purpose of an elected full-time political office. The leave will

1 extend for the period of office and will only be extended if the employee is re-elected to that
2 same office, not to exceed a second consecutive term. Length of continuous service shall not
3 accumulate during such inactive leaves of absence and, as such, the employee is ineligible for
4 all employee benefits. Upon return at the end of such leave, the employee will be placed on
5 the job he is eligible for under the terms of Article V.

6 **Article VII**
7 **REPRESENTATION**

8 **Section 1.**

- 9 a. Representation shall be by geographical districts, designated by mutual agreement
10 between the Company and the Union, as soon as possible after the date of this
11 Agreement, but in no event later than thirty (30) days.
- 12 b. There shall be Stewards designated by the Union on the basis of one (1) Steward for
13 each seventy-five (75) included employees or fraction thereof. No Steward will be
14 assigned to a District unless the Steward is working within such District and on such
15 shift. There shall be no less than one (1) Steward for each active shift.
- 16 c. There shall be one (1) Committee person for the 1st Shift (day shift) and one (1)
17 Committee person for the 2nd Shift. When the in-unit population reaches seventy-five
18 (75) employees on 3rd Shift there shall be one (1) committee person allotted for such
19 3rd shift. No committee person will be elected to represent a district unless the
20 committee person is currently working within such district and on such active shift
21 (work must be available within his classification.) An active shift shall be defined as
22 a shift to which there are any employees assigned.
- 23 d. Stewards and Committeemen will be allotted in the agreed upon geographical
24 districts. When employment increases or decreases, upon the basis as outlined in this
25 Section, the number of Union representatives shall be adjusted accordingly.
26 However, this adjustment shall not be made more than once every three (3) months.

27 **Section 2.** The Union may appoint an Alternate for each Committeeman or Steward.
28 Such Alternates shall act only in the absence of their respective Committeeman or Steward
29 and shall not otherwise be recognized by the Company. The Vice-Chairman, who is a
30 member of the respective committees, shall act in place of the Chairman during the
31 Chairman's absence.

32 **Section 3.**

- 33 a. There shall be a Grievance Committee consisting of in-unit employees elected or
34 selected by the Union to the position of Chairman, President, and the current elected
35 and authorized committeepersons with the authority to act upon and settle grievances.
- 36 b. There shall be a Bargaining Committee consisting of in-unit employees elected or
37 selected by the Union to the position of Chairman, President, and the current elected
38 and authorized committeepersons.

1 **Section 4.** The Union shall furnish the Company with a list of its Committeemen and
2 Stewards. Whenever any changes are made in the above-listed personnel of the Union, the
3 Company shall be notified promptly in writing by the Union. The Company shall furnish the
4 Union with a list of its supervision and other management members who are to participate in
5 the handling of grievances as provided in Article VIII and shall notify the Union promptly of
6 any changes in such list.

7 **Article VIII**
8 **GRIEVANCE PROCEDURE**

9 **Section 1.** Any individual employee or group of employees shall have the right to
10 present grievances to the Company and to have such grievances adjusted, but if the
11 settlement of the grievance would affect the rights of other employees under this Agreement,
12 then the Union will be notified of such grievance and the Company will negotiate with the
13 Union concerning the disposition of such grievances.

14 **Section 2.** It is recognized that a grievance must be taken up promptly and shall in no
15 event be taken up later than ten (10) working days after the Union or the employee could
16 reasonably have been expected to know of the occurrence of the condition which it is
17 claimed gave rise to the grievance. No wage claim shall be valid for a period of more than
18 thirty (30) working days prior to the date of filing of the grievance.

19 Any claim or award for back wages under this Agreement shall be less any
20 unemployment or other compensation for personal services received from any source during
21 the period in question.

22 **Section 3.**

23 a. A grievance arising out of a discharge or a disciplinary suspension must be filed in
24 writing in the Fourth Step of the Grievance Procedure, within five (5) working days
25 after such discharge or suspension. A written decision shall be made within five (5)
26 working days after the grievance has been filed.

27 b. Unless circumstances necessitate the immediate removal of a discharged or
28 suspended employee he will be permitted, if he so requests, an interview with his
29 Steward at a place designated by the Company for a reasonable length of time before
30 leaving the premises.

31 c. An employee may request union representation if the Company requires an employee
32 to attend an investigatory interview which may result in disciplinary action being
33 taken against the employee. An employee may waive his right to representation by
34 signing a Waiver of Union Representation Statement.

35 **Section 4.** Any complaint or problem, if it involves the interpretation and application
36 of any terms of this Agreement, shall be presented in the following manner:

37 **Step 1.** The complaint or grievance must be taken up first by the employee with
38 his immediate supervisor. The employee may request, if desired, the
39 presence of the Steward during the oral discussion.

1 **Step 2.** If the complaint or grievance is not satisfactorily settled under Step 1
2 hereof, it may be referred to the Steward or in his absence, his designated
3 representative, who shall reduce the grievance to writing on standard
4 forms provided by the Company and submit the grievance to the
5 appropriate management representative responsible for answering Step 2
6 grievances as specified by Article VII, Section 4, for the employee's work
7 area. The management representative shall give his written disposition of

8 the grievance within five (5) working days of its receipt.

9 **Step 3.** If the complaint or grievance is not satisfactorily settled in the preceding
10 steps, the area committeeman or in his absence his designated
11 representative may appeal to the department manager who shall render a
12 decision in writing within five (5) working days after presentation.

13 **Step 4.** If the grievance has not been satisfactorily adjusted under Step 3 hereof, it
14 may be appealed to the Labor Relations Committee of the Company by the
15 Chairman of the Bargaining Committee. A hearing shall be scheduled at a
16 time convenient to the Company and the Union and an answer shall be
17 given in writing as promptly as possible but not to exceed five (5) working
18 days after the close of the hearing. The Chairman of the Bargaining
19 Committee shall provide the Company with an agenda of grievances to be
20 discussed forty-eight (48) hours in advance of the meeting. There shall be
21 no obligation on the part of the Company to discuss any grievance that
22 does not appear on the agenda, unless the parties mutually agree to add
23 such grievance or topic. The International Representative may participate
24 in this meeting if requested by either party.

25 **Section 5.** Unless a grievance shall be appealed within five (5) working days after the
26 decision in either Steps 1, 2 or 3 of the Grievance Procedure of this Article, such grievance
27 shall be deemed to have been settled in accordance with such decision which shall be final
28 and binding upon all parties. A decision rendered on a grievance in Step 4 of the said
29 grievance shall be final and binding upon all parties and the grievance deemed settled in
30 accordance with such decision, unless appealed pursuant to Article IX. Time limits as
31 provided in this Article may be extended by mutual written agreement.

32 **Section 6.** Grievances not resolved within the Grievance Procedure (as described in
33 the preceding section 4) may be forwarded to the Union's International Representative.
34 Within ten (10) days of the date the Company rendered its fourth step answer of the
35 grievance, the Union's International Representative may contact the Company's senior
36 Human Resources representative to arrange a pre-arbitration (referred to as a 4 ½ step)
37 meeting at the earliest possible date. In no event, shall this date be in excess of thirty (30)
38 days from the date the Company rendered its fourth step decision unless extended through
39 mutual agreement of the parties. At any time following the receipt of the Company's fourth
40 step answer up to ten (10) days following the Company rendering a decision as a result of the
41 pre-arbitration meeting, either party may appeal the grievance to arbitration as specified in
42 Article IX.

43 **Section 7.** In computing time limits under this Article, unscheduled work days and
44 holidays shall not be counted unless otherwise stated.

1 **Section 8.**

- 2 a. All grievances starting with Step 2 shall be presented in writing on a form furnished
3 by the Company.
- 4 b. The written grievance shall set forth the complaint and remedy sought, and this,
5 together with any accompanying statements, shall be dated and signed by the
6 complaining employee or employees and by the Steward presenting the grievance.
- 7 c. The grievance shall set forth the number of the Article and Section of the Agreement
8 which is the basis for the filing of the grievance, provided, however, that the Union
9 may amend the Article and Section on which the grievance is based in writing in the
10 Second Step and prior to completion of the discussion at the Fourth Step. Such
11 amendments thereafter shall be made only by mutual agreement.
- 12 d. All grievances presented in writing shall be answered in writing.
- 13 e. The meeting with the Labor Relations Committee, as outlined in Step 4, Section 4, of
14 this Article shall be held as required at a time to be mutually decided upon. Special
15 meetings with the Grievance Committee may be held by mutual agreement.
- 16 f. When a grievance has been appealed to the Fourth Step of the Grievance Procedure,
17 the Chairman of the Grievance Committee, if he so desires, may contact the Steward
18 and the employee involved for the purpose of obtaining information regarding the
19 grievance, subject to the procedures as set forth in this Article.

20 **Section 9.** An employee having a grievance shall be given a reasonable time to take
21 the grievance up with the proper Committeeman or Steward during working hours, but he
22 shall first obtain permission of his supervisor. The supervisor will secure Union
23 representation promptly for any employee requesting it, subject to the necessities of
24 production.

25 Each of the parties hereto agrees to cooperate with the other to reduce to a minimum
26 active time spent by Union representatives in investigating, handling, presenting and
27 adjusting grievances or disputes.

28 **Section 10.** When it is necessary for a Committeeman or Steward as defined in Article
29 VII, Sections 1, 2 and 3 to leave his job for the purpose of handling grievances at the request
30 of an employee or for attending meetings with management pursuant to this Agreement, such
31 Committeeman or Steward must, in this connection, first obtain from his supervisor
32 permission to leave his job and a pass which shall state the destination, the time of leaving,
33 and upon returning to work, the time of his return. The pass or current timekeeping method
34 shall be utilized by the Committeeman or Steward and the Supervisor. A duplicate copy of
35 the pass will be given to the Committeeman or Steward when he returns to his work.

36 Except in the case of an emergency, grievances shall not be presented during the first
37 hour after the start of the shift or during the last hour before the end of the shift.

- 38 a. Stewards referred to in Article VII, Section 1.b, will be allowed to spend such time as
39 may be necessary in handling grievances and complaints in accordance with this

1 Article, up to but not exceeding seven (7) hours in any week without deduction of
2 pay. However, they are to observe all the conditions and provisions set forth in this
3 Agreement. No part of such time nor any other time during working hours shall be
4 spent soliciting grievances.

5 b. Committeemen referred to in Article VII, Section 1.c, will be allowed to spend such
6 time as may be necessary in handling and investigating grievances and complaints in
7 accordance with this Article, up to but not exceeding seven (7) hours in any week
8 without deduction in pay.

9 c. The President of the Local Union and the Chairman of the Bargaining Committee will
10 be compensated by the Company while on leave of absence for Union business as
11 defined in Article VI, Section 1 as follows: The President will be allotted twenty (20)
12 hours per week. The Chairperson will be allotted time on an as required basis at his
13 regular basic straight time hourly rate of pay as noted on the records of the Company,
14 exclusive of night shift premium, but including the cost-of-living allowance.

15 Other members of the Grievance Committee will be compensated for time spent
16 during their regular working hours in attendance at Fourth Step meetings and special
17 meetings called by the Company except for arbitration hearings and negotiations.

18 However, the above-enumerated officials are to observe all the conditions and
19 provisions set forth in this Agreement. No part of such time nor any other time
20 during working hours shall be spent soliciting grievances.

21 d. Any other time spent by a Union representative or official shall be without pay from
22 the Company.

23 **Section 11.** In cases where it is deemed necessary, an International Representative of
24 the Union shall be granted access to the Facility as hereinafter set forth, for the purpose of
25 investigating a grievance which has not been satisfactorily disposed of at the Fourth Step of
26 the Grievance Procedure described in this Agreement, provided such visit does not conflict
27 with any government regulations.

28 a. The purpose of the visit shall be confined to:

29 (1) arriving at a decision as to whether or not such grievance shall be appealed;

30 (2) its proper presentation in the event of an appeal;

31 (3) the visit shall be of reasonable duration and shall be subject to all Company rules
32 and regulations applying to employees.

33 b. The Union shall give notice in writing to the Human Resources department of the
34 request for entry and will identify the representative who will make the visit and
35 specific grievance(s) in question.

36 c. Management will acknowledge receipt of the request and set a time during regular
37 working hours which is mutually agreeable for such a visit.

- 1 d. Such visit shall be restricted to discussion with the department supervision,
2 management representative, and, if desired by their International Representative, the
3 Union representative may be called for his comments, provided, however, that the
4 Union representative leaves his work as provided for in Section 8 of this Article. If
5 mutually agreeable, the employee or employees involved in this grievance may be
6 interviewed in connection with the grievance.
- 7 e. The purpose of this provision is solely to facilitate the handling of the grievance and
8 the Union representative shall confine his visit to the stated purpose.

9 **Section 12.** There shall be no retroactive application of the Grievance Procedure of
10 this Agreement and no grievance which existed prior to the date hereof shall be taken up
11 under this Agreement, except those mutually agreed upon.

12 **Article IX**
13 **ARBITRATION**

14 Insofar as a grievance shall involve the interpretation or application of the provisions of
15 this Agreement and has not been settled satisfactorily through the Grievance Procedure
16 and/or pre-arbitration discussions, it may be submitted to an impartial arbitrator in
17 accordance with the provisions of this Article, by either party to this Agreement.

- 18 a. At any time following the receipt of the Company's fourth step answer up to ten (10)
19 working days following the Company rendering a decision as a result of the pre-
20 arbitration meeting, either party may appeal the grievance to arbitration. The
21 appealing party shall give written notice of such intention to the other party.
- 22 b. Within five (5) working days from the submission of such answer, the Company and
23 the Union shall attempt to agree upon the selection of an impartial arbitrator. If an
24 agreement cannot be reached during that discussion or within five (5) working days
25 thereafter, the party desiring arbitration may request the Director, Federal Mediation
26 and Conciliation Service to submit a panel of five (5) arbitrators from which the
27 parties will alternate striking a name until one arbitrator remains who shall hear the
28 case. All notices and correspondence relative to the selection of such impartial
29 arbitrator shall be served simultaneously upon the other party. It is understood that
30 only one case may be submitted to the same arbitrator at the same hearing.
- 31 c. The arbitrator shall consider only those issues, including any amendments that were
32 made pursuant to Section 3 of Article VIII, which have been properly carried through
33 all steps of the Grievance Procedure. The arbitrator shall afford the Company, the
34 Union, and the employee or employees, witnesses and arguments. Persons testifying
35 may be sworn at the request of either party.

36 The jurisdiction of the arbitrator and his decision shall be confined to a
37 determination of the facts and the interpretation or application of the specific
38 provision or provisions of this Agreement at issue. The arbitrator shall be bound by
39 the terms and provisions of this Agreement and shall have authority to consider only
40 grievances presenting solely an arbitrable issue under this Agreement. The arbitrator
41 shall have no authority to interpret any state or federal law when the compliance or

1 non-compliance herewith shall be involved in the consideration of the grievance or to
2 consider wages or matters relating to management's rights, or any other matter not
3 specifically set forth in this Agreement.

4 The decision of the arbitrator shall be rendered within twenty (20) working days
5 of the submission of the case to him and shall be final and binding on the Company,
6 the Union, and the employee or employees involved, subject to the limitations
7 specified in this Agreement. This decision of the arbitrator may or may not include
8 back pay.

- 9 d. The compensation of such arbitrator for his services and expenses in connection with
10 the case or cases submitted to him shall be shared equally between the Company and
11 the Union.

12 **Article X**
13 **STRIKES, LOCK-OUTS AND WORK STOPPAGES**

14 The Union, its officers and members agree that for the duration of this Agreement there
15 shall be no strikes, sympathy strikes, sit-down, slow-downs, stoppages of work or any acts of
16 any nature which would interfere with MSFOC related work. The Company agrees that for
17 the duration of this Agreement there shall be no lock-outs. Failure or refusal on the part of
18 any employee of the Company to comply with any and all provisions of this Section shall be
19 sufficient grounds for penalty of discharge. A lock-out as mentioned herein shall not be
20 construed as the closing down of the plant or any part thereof or curtailing any operations for
21 business reasons.

22 The responsibility of the Company or the Union for acts of employees, members or other
23 persons shall depend upon the agency of such persons.

24 **Article XI**
25 **HOURS OF WORK**

26 **Section 1.** This Article defines the normal hours of work and nothing in this
27 Agreement shall be construed as a guarantee of work per day or per week or of days of work
28 per week. Payment of wages earned shall be made on a weekly basis. It is further
29 understood that all payments will be made via direct deposit for all employees.

30 **Section 2.** The normal work day shall consist of eight (8) hours in the twenty-four
31 (24) consecutive hour period following the starting time of the employees' respective shifts.
32 The calendar day worked for respective shifts shall be determined as of the day the respective
33 shifts start to work.

34 The standard workweek extends from 1201 hours Friday to 1200 hours the following Friday.
35 All parties understand that Friday is split with four (4) hours charged against the first pay
36 week and four (4) hours charged against the following pay week. It is further understood that
37 any hours worked in excess of eight (8) consecutive hours on this day will be paid in
38 accordance with Article XII, Section 2, paragraph A.

1 **Section 3.** The normal work week shall consist of forty (40) hours in five (5)
2 consecutive days for the first and second shifts, Monday, Tuesday, Wednesday, Thursday,
3 and Friday, and for the third shift starting with Sunday night, shall consist of the eight (8)
4 hour period beginning with starting shift time on Sunday night and the corresponding eight
5 (8) hour periods for the next four (4) consecutive nights; except for employees engaged in
6 operations which are normally classified as seven (7) day operations and other operations
7 which are mutually agreed upon.

8 **Section 4.**

- 9 a. Determination of starting times shall be made by the Company and schedules may be
10 changed by the Company from time to time to suit varying conditions of business
11 provided, however, that starting times and schedules for groups or departments shall
12 be a proper subject of discussion between the Company and the Union before such
13 changes are made. When practical, the employees affected will be advised of such
14 change seventy-two (72) hours prior to the change taking place.
- 15 b. When schedules requiring employees to report for work prior to their scheduled shift
16 start time are implemented for periods of one (1) week or less, shift start times for
17 such employees will not be changed. When such schedules are implemented for more
18 than one (1) week, shift start times will be changed accordingly.

19 **Section 5.** A penalty of 1/10th of an hour will be given an employee who reports to
20 work from one (1) to six (6) minutes late. For tardiness beyond six (6) minutes, the regular
21 procedure of six (6) minute intervals will apply, i.e., up to twelve (12) minutes, minus
22 2/10ths of an hour, up to eighteen (18) minutes, minus 3/10ths of an hour, etc. Employees
23 shall not be required to work during any such penalty period. The foregoing shall not be
24 considered as a limitation on the right of the Company to take further disciplinary action for
25 repeated tardiness.

26 Employees are permitted to modify their schedule on a daily basis to meet personal needs
27 such as doctor's appointments and childcare in lieu of using their PTO to satisfy the forty
28 (40) hour workweek. Flex-time requests must be in advance and approved by the Company.
29 The Company and Union agree this is a voluntary program, and at the employee's initiation
30 only, and will not result in additional compensation including shift differential pay, overtime,
31 special operations pay, and emergency non-scheduled duty pay.

32 **Section 6.**

- 33 a. The employee is required to immediately advise his supervisor upon arrival to work if
34 not at his scheduled report time.
- 35 b. Employees who are injured on the job and are sent home or to a hospital by the
36 Company shall receive pay at their regular hourly rates for the balance of their regular
37 shift on that day, but not to exceed eight (8) hours. It is the Company's practice of
38 paying employees up to, but not exceeding, eight (8) hours straight pay for time
39 absent from work to receive medical treatment for work related injuries.
40 Qualification for such payment requires that the treatment be on a date subsequent to

1 date of injury during the employee's assigned work shifts and the employees are not
2 on compensatory absences.

3 It is further understood that an employee who is required by the Company to report to
4 a doctor on an offshift for a work related injury follow-up and/or clearance shall be
5 paid his straight time hourly rate of pay up to, but not exceeding four (4) hours.

6 The Company agrees to continue this practice with the understanding that if there is a
7 change in the Company's medical facilities and/or staffing, and/or procedure for
8 treating work related injuries, this practice is subject to change.

9 The Company retains the right to review all work related injury cases on an individual
10 basis and to deviate from the above detailed procedure as appropriate where there is
11 evidence of abuse.

12 **Section 7.** The scheduled starting times of the three shifts for purposes of shift
13 premium shall be as follows:

14	1st	4:00 a.m.	-	10:59 a.m.
15	2nd	11:00 a.m.	-	8:29 p.m.
16	3rd	8:30 p.m.	-	3:59 a.m.

17 **Section 8.** Employees (a) who are scheduled for work who do report for work at the
18 scheduled time, and without having been notified not to report, or (b) who, after completing
19 their shift and leaving the Facility are called back to work and report at the scheduled time,
20 shall be given four (4) hours available work for any type for which they may be qualified. If
21 no work or less than four (4) hours work is available, employees shall be paid the applicable
22 rate for the four (4) hours; provided, however, that if work is not available for the employees
23 as a result of circumstances beyond the control of management, the Company shall not be so
24 obligated. Employees who are not required to respond at the facility, but are contacted outside
25 their regularly scheduled shift to resolve job related issues, will be paid a minimum of one (1)
26 hour at one and one-half (1½) times their regular straight time rate. The Superintendent or
27 Manager/Supervisor contacting the employee will log the call times for accurate time card
28 keeping. If the same employee receives multiple calls within the original hour, only one (1)
29 hour will be charged.

30 **Article XII**
31 **OVERTIME PAY**

32 **Section 1.** This Article is for the sole purpose of providing a basis for the calculation
33 and payment of overtime, and shall not be construed as a guarantee of hours of work per day
34 or per week, or of days of work per week. The overtime provisions in this Agreement shall
35 not in any way affect or increase the regular straight time rate of pay, which shall be
36 calculated upon the principles and practices hereinafter existing in the Facility and be the
37 basis for the computation of any overtime payments provided herein.

38 **Section 2.** Overtime will be paid at the rate of one and one-half the regular basic
39 straight time rate as follows:

- 1 a. All authorized hours worked in excess of eight (8) hours in any regular work day or in
2 excess of forty (40) hours in any regular work week for which overtime has not
3 previously been paid.
- 4 b. All authorized work performed on the first and second shifts on Saturday and on the
5 third shift on Friday.
- 6 c. The applicable overtime rate will apply to the employee's straight time hourly rate
7 plus any shift differential(s) and/or seven (7) day operations pay. Example: Second
8 shift employee with an hourly rate of \$10.00 per hour. $\$10.00 + \$0.50 = \$10.50 \times$
9 $1.5 = \$15.75$.

10 **Section 3.** Overtime will be paid at the rate of double the basic straight time rate for
11 all authorized work performed on the first and second shift on Sunday and on the third shift
12 on Saturday.

13 The applicable overtime rate will apply to the employee's straight time hourly rate
14 plus any shift differential(s) and/or seven (7) day operations pay. Example: Second
15 shift employee with an hourly rate of \$10.00 per hour. $\$10.00 + \$0.50 = \$10.50 \times$
16 $2.0 = \$21.00$.

17 **Section 4.** Employees working on shifts which are normally classified as seven-day
18 operations will not be paid overtime for Saturday or Sunday work when the Saturday or
19 Sunday is a working day of their scheduled week, unless such hours exceed eight (8) hours in
20 any regular work day or exceed forty (40) hours in any regular work week for which
21 overtime has not previously been paid. Such employees shall receive time and one-half for
22 all authorized work performed on the sixth day in their scheduled work week, double time for
23 all authorized work performed on the seventh day in their scheduled work week, and double
24 time for all authorized work performed on any of the designated holidays for which premium
25 pay is not otherwise provided.

26 **Section 5.** There shall be no pyramiding of overtime pay and nothing in this Article
27 shall be construed to require the payment of overtime pay more than once for the same hours
28 worked.

29 The Union agrees that it will not foster or encourage, either directly or indirectly, any
30 suits against the Company for so-called overtime on overtime, or for overtime payments
31 insofar as any such suits seek to recover sums outside the scope of this Agreement, and that it
32 will use its best efforts to discourage and prevent any such suits.

33 **Section 6.** So long as his normal work is available, no employee shall be deprived of
34 his regularly scheduled employment for the purpose of avoiding overtime.

35 **Section 7.** The Company agrees to distribute overtime on an equitable basis
36 consistent with requirements and employee qualifications.

37 To accomplish this, the Company will strive to equalize overtime on a continuing basis
38 among employees in the same classification, shift and work group but must have sufficient
39 flexibility to accomplish the work to be performed. An employee need not be selected for

1 overtime work unless he can perform the necessary work with full efficiency and without the
2 need for more than normal explanations to perform the work involved. On daily overtime,
3 the employees assigned the job will be offered the overtime and imbalances of overtime are
4 expected to be temporary and adjustments will be made as soon as requirements and
5 overtime schedules permit. On weekend overtime, the low qualified man in the group will
6 first be offered the opportunity to work prior to other employees being asked.

7 It is the Company's objective to secure sufficient volunteers to fulfill all overtime
8 requirements. The following will be utilized in the offering of overtime opportunities:

- 9 a. Overtime requirements for a relatively small number of employees in the same
10 classification within a work group will be offered in inverse order of credited
11 overtime until the requirements have been filled.
- 12 b. Overtime requirements for an extended period of time and/or involving all or a
13 substantial portion of the employees in the same classification and work group will be
14 offered in the following manner:
- 15 (1) All employees in the classification and work group will be advised by
16 management of the basis for the requirement and the anticipated duration.
- 17 (2) Employees will then be asked to volunteer for the overtime. Where less than all
18 employees in the classification are required, employees volunteering will be
19 selected initially for the work in inverse order of credited overtime. Each week
20 thereafter for the duration of the extended overtime period, employees who
21 were not selected will be offered the opportunity to displace an employee with
22 higher credited overtime who was selected.
- 23 (3) The Company will endeavor to adjust the number of requirements, employee
24 work schedules, etc., pursuant to employee requests, where such adjustments
25 are consistent with schedule and requirements and are not in conflict with any of
26 the terms and conditions of this Agreement.
- 27 (4) The Chairman of the Bargaining Committee will be informed of the
28 circumstances involved in each instance of extended overtime requirements
29 described in b. above prior to the discussion being held with the employees
30 concerned.
- 31 c. Accurate records will be kept of all hours worked by an employee within each
32 classification, group and shift. Such records will be posted in mutually agreed upon
33 designated areas.
- 34 d. Weekend overtime involving the same classification for both Saturday and Sunday
35 will be offered to volunteers, or required, if sufficient volunteers are unavailable, as a
36 single overtime assignment. It is understood that required weekend overtime
37 scheduling will be in accordance with overtime restrictions as noted in Article XII,
38 Section 7 (e).

- 1 (1) The Wednesday overtime posting (all overtime hours worked within the 24 hour
2 clock on Wednesday) will serve as the basis for overtime selection for the
3 following weekend.
- 4 (2) Weekend overtime will be offered and scheduled by asking for volunteers from
5 the present employees by the lunch hour of the work shift on the fourth working
6 day, in order of low, qualified employee noted on the Wednesday posted
7 overtime list.
- 8 (3) An employee returning to work on Thursday after an absence which requires
9 clearance through Medical will be requested to volunteer or be required for
10 overtime if the clearance is obtained by the end of the third hour after the start
11 of the shift. If an employee is ineligible to work weekend overtime due to a
12 medical restriction he will be considered if the restriction is removed by
13 Medical by the end of the third work day of the work week.
- 14 (4) If an employee who is on a compensated absence on Thursday calls in prior to
15 the end of the third hour after the start of the shift and makes himself available
16 for weekend overtime, he will receive consideration. The supervisor will call
17 him back to advise him whether he has been scheduled for work if the
18 supervisor is unable to inform the employee at the time of his initial call.
- 19 (5) A list of the employees scheduled to work will be posted at the same location as
20 the overtime rosters no later than the commencement of the lunch period on the
21 fourth scheduled working day. Additionally, a list of employees who were
22 requested to volunteer and refused will likewise be posted. Employees will be
23 required to initial the appropriate list to acknowledge the schedule for the
24 overtime period. By initialing the posted overtime roster, the employee has
25 acknowledged that his hours as posted are correct. Thereafter, any overtime
26 missed as a result of improper posting will not be subject to payment by the
27 Company. Any discrepancies or mistakes in the posting will be corrected upon
28 notification to the supervisor.
- 29 e. If after the overtime requirements have been offered under a, or b, above, insufficient
30 volunteers have been obtained to fulfill the overtime requirements, the Company
31 may, on the fourth working day, require only that number of employees to work
32 overtime necessary to fill the requirement, in accordance with the following
33 restrictions:
- 34 (1) An employee may not be required to work more than two (2) hours overtime per
35 day during the regular scheduled five (5) day work week for a period in excess
36 of three (3) consecutive weeks in a four (4) week period or more than twenty
37 (20) hours overtime during the regular scheduled five (5) day work week for a
38 period not to exceed one (1) week in a three (3) week period.
- 39 (2) An employee may not be required to work more than eight (8) hours on
40 Saturday, and shall not be required to work more than two (2) Saturdays in a
41 four (4) week period. Time spent at work by an employee who does not
42 complete an eight (8) hour assignment due to being sent home by management

1 for reasons other than personal requests by the employee will satisfy the eight
2 (8) hour requirement.

3 (3) An employee may not be required to work more than eight (8) hours on Sunday,
4 and shall not be required to work more than one (1) Sunday in a four (4) week
5 period. Time spent at work by an employee who does not complete an eight (8)
6 hour assignment due to being sent home by management for reasons other than
7 personal requests by the employee will satisfy the eight (8) hour requirement.

8 (4) If under (1) above, an employee has worked the required two (2) hours per day
9 for the three (3) consecutive week period, such employee may in the fourth
10 week, elect to work four (4) ten (10) hour days rather than five (5) eight (8) hour
11 days and receive Friday as an unpaid day off to handle any personal matters.

12 f. Offshift or unstaffed shift overtime scheduling shall be in accordance with the
13 following:

14 (1) Planned overtime of four hours duration scheduled for accomplishment after the
15 work turn for the 2nd shift on Friday night is to be assigned to 2nd shift.
16 Planned overtime of more than four hours in duration would be assigned to 3rd
17 shift employees as Saturday overtime.

18 (2) Planned overtime of eight hours duration to be accomplished on an unoccupied
19 shift shall be allocated and scheduled in four hour increments to the staffed
20 shifts.

21 g. On the last Thursday of each January following the effective date of this Agreement,
22 the voluntary and required overtime records will be zeroed. Employees shall
23 maintain their relative position in regards to the number of overtime hours for which
24 he/she is charged on the respective overtime records. The initial breaking of a tie
25 resulting from the above will be by relative position of the overtime hours in the
26 preceding year. Any ties of relative position will be broken by seniority. Subsequent
27 ties in the course of the year will be resolved in order of seniority. The result will be
28 the basis for equally assigning overtime in the subsequent year.

29 **Section 8.** A new employee or an employee entering a new classification, coming
30 into a new group permanently shall be credited with having worked the average number of
31 overtime hours for the group (i.e., on permanent transfers — average in). Employees
32 transferring from one overtime work group to another within the same classification will
33 receive the actual overtime hours credited to them in the group from which transferred. An
34 employee assigned within classification on a temporary basis to an overtime group will share
35 in the overtime after those who are permanently assigned to the overtime group. An
36 employee assigned out of classification on a temporary basis to an overtime group will share
37 in the overtime after those permanently assigned to the overtime group and employees in
38 another selected overtime group in the same classification on the shift have been offered the
39 overtime work.

1 The Company will credit the overtime hours worked by temporary employees back to
2 their original group. Temporarily loaned employees do have to be asked for overtime back to
3 their permanent overtime group while on loan.

4 A probationary employee will not be assigned overtime prior to such overtime being first
5 offered to those employees with seniority in the same and then different work groups, but in
6 the same classification and shift. It is understood and acknowledged that the senior
7 employee(s) need not be selected over the probationary employee unless he can perform the
8 necessary work with full efficiency and without the need for more than the normal
9 explanation to perform the work involved. When an employee attains seniority status, he
10 will be credited with having worked the average number of overtime hours for the group.

11 **Section 9.** In calculating overtime credits, the following rules shall apply:

- 12 a. Overtime shall be credited on the basis of paid overtime hours.
- 13 b. For purpose of equal distribution of overtime only, an employee will be counted as
14 having worked overtime if the employee:
- 15 (1) Is requested to work voluntary overtime and has been given notice of such
16 request at least two (2) hours prior to the end of the shift for daily overtime and
17 at least four (4) hours notice prior to the end of his shift on Friday for weekend
18 overtime.
- 19 (2) Accepts overtime but fails to work.
- 20 (3) Is due to work overtime but is absent or lacks medical clearance in line with
21 Article XII, Section 7 (d) 3 and 4. Employees absent due to fulfilling a military
22 obligation, bereavement, jury duty, authorized Union business or vacation will
23 not be charged with the overtime.
- 24 (4) Employees who have elected to schedule PTO prior to a holiday will be charged
25 on the voluntary overtime roster, provided their position on the roster would
26 have afforded them an opportunity to work. Should a holiday fall immediately
27 prior to or after a weekend, employees on a scheduled PTO will not be charged
28 for work performed on the weekend in accordance with Article XII, Section 9.b
29 (3) of the Agreement.

30 Supervision will maintain two (2) overtime rosters for each overtime group. One
31 roster would be for the purpose of crediting overtime worked on a voluntary basis and
32 the other roster for the purpose of crediting overtime worked on a required basis. In
33 assigning overtime, supervision will normally first offer the overtime on a voluntary
34 basis in inverse order (low to high) of credited overtime from the "voluntary" roster.
35 Employees accepting the overtime on a voluntary basis will be credited with the
36 overtime on the "voluntary" roster in addition to being credited with a similar number
37 of overtime hours on the "required" roster. Those employees refusing the overtime
38 on a voluntary basis will be credited with the overtime on that date on the "voluntary"
39 roster only.

1 In the event the overtime requirement is not satisfied on a voluntary basis, employees
2 will be required to work the overtime in the inverse order (low to high) of credited
3 overtime on the "required" roster.

4 The foregoing is for the sole purpose of calculating overtime credits and shall not affect the
5 right of the Company to control absenteeism.

6 **Article XIII**
7 **HOLIDAYS**

8 **Section 1.** Employees on the active payroll of the Company shall receive eight (8)
9 hours regular basic straight time pay including shift differential and/or seven (7) day
10 operations if normally applicable for the following designated holidays in each of the
11 contract years as follows:

12 New Year's Day
13 Mardi Gras
14 Day After Mardi Gras
15 Memorial Day
16 Independence Day
17 Labor Day
18 Thanksgiving Day
19 Day after Thanksgiving Day
20 Christmas Eve
21 Christmas Day

22 **Section 2.** Employees who are authorized to work on said holiday, and who work,
23 will be paid in addition to the holiday pay as provided above, double the regular basic
24 straight time rate of pay for authorized work performed including shift differential and/or
25 seven (7) day operations if applicable.

26 **Section 3.** If an employee is scheduled to work on a holiday and is notified but fails
27 to report, he shall not receive any pay for said holiday unless he is absent for a satisfactory
28 reason. There shall be no pay for holidays when a holiday falls within a leave of absence.

29 **Section 4.** When a holiday falls on a Sunday, the Monday following shall be
30 considered the holiday. When a holiday falls on Saturday, the Friday prior thereto shall be
31 considered the holiday.

32 **Section 5.** Any additional holiday or special days authorized by the Congress or the
33 President of the United States will only be granted to employees when approved in writing
34 by the Contracting Officer.

35 **Article XIV**
36 **PAID TIME OFF (PTO)**

37 All current Vacation and Paid Absence Allowance in an employee's account on the
38 effective date of this agreement will be added together and converted into one account called
39 Paid Time Off (PTO).

1 Employees transferred per Article V, Section 4. will retain continuous service
2 accumulated at MAF with Lockheed Martin and will be counted in determining the amount of
3 PTO for which an employee is eligible. In all other cases, service for PTO purposes will date
4 from the employee's date of hire by the Company.

5 PTO Accrual rates will be as follows for all employees:

YEARS OF SERVICE	NUMBER OF DAYS	ACCRUAL RATE PER WEEK
less than 5	17	2.6154
5 to less than 10	22	3.3847
10 or more	27	4.1539

6 Accruals will begin from first week of service and employees can use immediately.

7 When an employee moves to the next higher level of accruals it is understood that the
8 new accrual rate will begin on the first day of the next full pay period.

9 Scheduling of PTO will be management's responsibility and shall take into
10 consideration the workload commitments of the organization. PTO must have been accrued
11 prior to using. All PTO requests should be made twenty four (24) hours in advance.

12 Unscheduled PTO may be granted by management for all or part of a day for reasons
13 of illness, emergency or other unanticipated reasons deemed valid by management.
14 Employees are required to notify management prior to the start of the assigned shift in
15 foreseeable instances but no later than one hour after the start of the assigned shift in
16 unforeseeable instances, and provide a justifiable reason for the absence.

17 Employees cannot use more than five (5) unscheduled PTO call-ins in a calendar
18 year. Employees exceeding five (5) unscheduled PTO call-ins will be addressed on a case-
19 by-case basis. In the event the employee brings in acceptable documentation for an
20 unscheduled call-in, that event will not count toward the five (5) allowable for the calendar
21 year.

22 Employees on an approved medical leave through Human Resources will be allowed to
23 use their PTO. Employees will have the option to use PTO in part or whole to supplement any
24 disability income.

25 Any employee having accrued unused leave at the end of the calendar year may carry
26 such unused leave forward into the following calendar year. If unused leave is carried
27 forward, a maximum of 400 hours will be permitted. Any hours above will be paid out. It is
28 further understood that this period will be based on the first full pay period of the new calendar
29 year.

30 The following method will be used to assure the orderly and equitable scheduling of PTO
31 periods:

- 32 a. The Company will distribute PTO preference cards to each eligible employee by
33 the end of the first week of March. Employees will indicate their PTO period
34 preference and return the card to their supervisor as promptly as possible, but in
35 no event later than the last work day of the third week following the week in

1 which they received their card. Employees failing to return their PTO preference
2 cards within the time period specified will be ineligible for their choice of PTO
3 period by seniority, and may only select their PTO period from those available
4 after all other employees have been scheduled.

5 b. First choice of available PTO periods will be made by seniority within a
6 classification, shift and work group.

7 c. PTO scheduling during January, February, and March each year will be
8 determined and approved by the Company based on business requirements as to
9 the number of employees in a classification, shift and work group allowed PTO.
10 Preference will be by seniority.

11 d. Upon completion of the PTO scheduling process by supervision, each employee
12 will be given a copy of their approved PTO schedule.

13 PTO Sellback - Employees, who have a minimum of 120 hours of PTO accrued, may request
14 to sell back to the Company PTO in the calendar year in increments of forty (40) hours. The
15 request(s) may be submitted at any time during the calendar year as long as the employee
16 maintains a minimum of 80 hours of PTO accrued. Amounts paid for PTO redemptions are
17 subject to all applicable taxes and deductions, i.e., 401(k).

18 All accrued PTO will be paid out upon layoff/termination/retirement.

19 Pay for PTO shall be based on the hours scheduled for a normal work week of 40
20 hours at the straight hourly rate of the employee.

21 If an employee dies while on the payroll of the Company, payout of PTO shall follow
22 the normal payroll procedures.

23 Employees shall be provided each pay period an accounting of their PTO accrual on
24 their pay stub or other appropriate document.

25 **NOTE: IT IS UNDERSTOOD BY ALL PARTIES THAT THIS TRANSITION TO PTO**
26 **WILL BEGIN WITH THE PAY PERIOD BEGINNING OCTOBER 1, 2010.**

27 **Article XV**
28 **BULLETIN BOARDS**

29 The Company will provide a reasonable number of bulletin boards, the number and
30 location of which is to be mutually agreed upon by the local Bargaining Committee and the
31 Company, which boards may be used by the Union for posting notices approved by the
32 Management and signed by the President of the Local Union or the Chairman of the
33 Bargaining Committee and restricted to:

34 a. Notices of Union recreational and social affairs;

35 b. Notices of Union elections, appointments and results of Union elections;

36 c. Notices of Union meetings; or

1 d. Such other notices of bona fide Union activities as may be mutually agreed upon.

2 The Union may distribute copies of its official local paper and other Union literature on
3 Company premises, subject to the following regulations to which the Union hereby agrees:

- 4 1. There will be no distribution of Union literature within the Company plants.
- 5 2. The Union agrees that its members designated to distribute the official paper of the
6 Local Union and other literature will at all times, comply with the instructions of
7 Security personnel, and that such Union members will not enter into any
8 controversies at the points of distribution, but will submit any complaints to the
9 Employee Relations Manager.
- 10 3. The Union agrees that at no time will it conduct its distribution so as to cause any
11 interference with pedestrian or vehicular traffic. All loose and discarded copies of the
12 official paper of the Local Union and other literature within the area of distribution
13 will be picked up and disposed of.
- 14 4. There will be no "hawking" of the Union literature while it is being distributed.
- 15 5. It is agreed that the Union may engage in its distribution at locations to be mutually
16 agreed upon.
- 17 6. There shall be no other distribution or posting of pamphlets, advertising matter or any
18 other kind of literature upon Company property other than as herein provided, unless
19 mutually agreed upon by the local Bargaining Committee and the Company.

20 **Article XVI**
21 **WAGES**

22 **Section 1. Classification and Wage Table REFER TO SCHEDULE "A"**

23 **Section 2. General Wage Increase**

24 a. Effective October 1, 2010, employees on the active payroll as of ratification date of
25 the agreement and whose hourly rate is not at the maximum of their wage rate classification,
26 will receive a wage increase of two percent (2.0%) applied to their basic hourly rate in effect
27 on that date. This increase is limited to the maximum rate for the assigned wage rate
28 classification.

29 b. Effective May 1, 2011, employees on the active payroll and whose hourly rate is
30 not at the maximum of their wage rate classification, will receive a wage increase of two
31 percent (2.0%) applied to their basic hourly rate in effect on that date. This increase is
32 limited to the maximum rate for the assigned wage rate classification.

33 c. Those employees whose hourly rate is at the maximum of their wage rate
34 classification will receive a lump sum payment in lieu of a wage increase. Those employees
35 who achieve the maximum hourly rate for the assigned wage rate classification prior to April
36 30, 2011 will receive a lump sum payment prorated for the amount in excess of the

1 maximum allowable rate. Lump sum amounts are computed and paid quarterly per the table
2 below.

Lump Sum Period	Computed as	Direct Deposit Date
October 1, 2010 - December 31, 2010	2% X base hourly rate X 520 hours	October 15, 2010
January 1, 2011 - March 31, 2011	2% X base hourly rate X 520 hours	January 14, 2011
April 1, 2011 - June 30, 2011	2% X base hourly rate X 520 hours	April 15, 2011
July 1, 2011 - September 30, 2011	2% X base hourly rate X 520 hours	July 15, 2011
October 1, 2011 - December 31, 2011	2% X base hourly rate X 520 hours	October 14, 2011
January 1, 2012 - April 30, 2012	2% X base hourly rate X 680 hours	January 13, 2012

3 d. Effective May 1, 2012 employees on the active payroll will receive a wage increase
4 of three percent (3.0%) applied to their basic hourly rate in effect on that date. The
5 minimums & maximums of the rate ranges will be extended by three percent (3.0%).

6 e. Effective May 1, 2013 employees on the active payroll will receive a wage increase
7 of three percent (3.0%) applied to their basic hourly rate in effect on that date. The
8 minimums & maximums of the rate ranges will be extended by three percent (3.0%).

9 f. Effective May 1, 2014 employees on the active payroll will receive a wage increase
10 of four percent (4.0%) applied to their basic hourly rate in effect on that date. All employees
11 will be assigned to the maximum rate applicable to the assigned classification. The maximum
12 of the rate range will be extended by four percent (4.0%).

13 **Section 3.** Employees recalled after layoff under the provisions of Article V of this
14 Agreement will receive rates of pay on the following basis:

15 a. If such recall is to the same job classification as the one in which he was classified at
16 the time of layoff, such employee's rate of pay will be his last base rate of pay.

17 b. If such recall is to a lower wage rated classification previously held, his rate of pay
18 will be his last base rate of pay subject to any general wage adjustment since time of
19 layoff held for that wage rated classification, or the minimum of the rate range,
20 whichever is higher, if that rate of pay falls within the rate range of the lower paying
21 job. If not, he shall receive the maximum rate for the job.

22 c. If such recall is to a wage rated classification not previously performed by the
23 employee, such employee shall receive at least the minimum rate for such job
24 classification.

25 **Section 4.** There shall be no discrimination against employees in rates of pay or any
26 other condition of employment by reason of sex.

27 **Section 5.** The Company will maintain the higher wage rate of an employee while
28 performing a job in a lower classification.

29 **Section 6.** All employees assigned to the second and third shifts will be paid a shift
30 differential for each hour worked on that shift of fifty cents (\$.50) and sixty cents (\$.60) per

1 hour respectively. This shall be in addition to the employee's regular earnings including
2 overtime. All employees assigned to seven (7) day operations will receive an additional fifty
3 cents (\$0.50) per hour.

4 **Section 7.**

5 a. Permanent reclassification to lower-paid jobs will be made in the following instances:

6 (1) The employee is not qualified to perform the job to which he was upgraded or
7 promoted;

8 (2) The re-evaluation of existing jobs;

9 (3) At the employee's request on the basis that he is not qualified to perform the job
10 within the classification.

11 b. An employee who is reclassified to a higher wage rate classification than any
12 previously held and who is reclassified again to the grade from which he was
13 promoted due to the employee's inability to satisfactorily perform the work of the
14 higher grade or is reclassified again to the grade to which he was promoted at his own
15 request, shall upon reclassification to such lower grade, receive the same wage he
16 received in the lower grade immediately prior to this promotion, plus any increases he
17 would have normally received had he held the classification.

18 **Section 8.** It is recognized that a job description is written and intended to set forth
19 the general duties and responsibilities of the job classification and does not in any sense
20 restrict the right of the Company to assign duties to the employees, other than those
21 specifically mentioned in the description.

22 An employee's regular assignment of work shall determine his classification and labor
23 grade as established by the job description and specification.

24 The Company shall have the right to establish new jobs, to revise existing jobs, to
25 evaluate, and to obsolete jobs providing such action on the part of the Company shall not
26 be directed toward reducing the labor grade of a job in which no substantial change in the
27 job itself has occurred. When a new or revised operation involves duties which are not
28 adequately or specifically described or properly evaluated in an existing job description,
29 specification and classification, the Company has the right to develop and establish such
30 new or revised job descriptions, specifications and classifications, rates of pay, and job
31 family group placements, and to place them into effect. An existing job description,
32 specification and classification shall not be considered to cover a new or revised job
33 description, specification and classification if (a) the new or revised job covers major
34 specific functions not called out in the existing job, or (b) the existing job covers major
35 specific functions not called out in the new or revised job.

36 The Company shall send by certified mail six (6) copies of such job descriptions,
37 specifications and classifications, rates of pay, and job family group placements to the
38 Chairman of the Bargaining Committee within fifteen (15) days after placing them into
39 effect.

1 The Union shall have the right within fifteen (15) days of receipt from the Company of a
2 new or revised job to file a policy grievance alleging: (a) improper evaluation and hourly
3 rate; (b) improper job classification; and/or (c) that such new or revised operations should
4 be placed or retained in an existing job description, specification or classification. Such
5 grievance shall state the Union's position, the facts upon which it is based and the
6 remedy or correction requested. In the event of a job rating grievance, the specific
7 factors with which the Union disagrees, together with the reasons why it believes the
8 factors are not evaluated properly, must be listed by the Union on the grievance form. In
9 the event that the Company and the Union are unable to resolve the grievance it may be
10 appealed to arbitration in accordance with Article IX. Said arbitration shall be limited to
11 a determination (based on the work as described by the Company) of:

- 12 a. The proper wage rate classification
- 13 b. That the new or revised job may properly be placed or retained in an existing
14 classification.

15 The wage rate classification will be added to Schedule "A" if fifteen (15) days after
16 receipt of such notification the Union has not filed a Policy Grievance. The job
17 description and specification, rate of pay, and job family group placement will become a
18 part of and be subject to all of the applicable provisions of this contract.

19 The Company's right to make work assignments and to determine methods of operations
20 are in no way restricted by this Section and shall not be subject to arbitration.

21 When arbitrating the rate of pay for a job, the authority of the Arbitrator shall be limited
22 to a determination of into which of the existing wage rate classification the new or
23 revised job shall be placed.

24 The effective date of the rate of pay of any new or revised job by any or all of the above
25 procedures shall be the date upon which such new or revised job was first placed into
26 effect by the Company. In the event that the job is placed in a different wage rate
27 classification than the group or classification in which the Company originally placed it,
28 either by agreement between the parties or by decision of the Arbitrator, the effective
29 date of displacement pay, if any, shall be three (3) working days from the date of receipt
30 of the Arbitrator's decision by the Company. When the Union gives notice to the
31 Company of intent to arbitrate such a matter, it will list the reasons for disagreement and
32 relief sought in writing to the Company.

33 **Section 9.**

34 An employee reclassified to a higher paid job previously held by him, shall be given an
35 increase or shall be paid the rate he previously received when he was so classified, plus
36 any general increase effective during the period of this Agreement, whichever is higher,
37 provided the new rate does not exceed the maximum of the labor grade rate range to
38 which he is reclassified.

39

1 **Section 10. Automatic Progression**

2 Automatic Progression: Each employee will, the first full pay period of November,
3 automatically progress through the rate range by advancing according to the following schedule
4 until the maximum rate for the assigned classification has been achieved:

5 <u>YEAR</u>	<u>AMOUNT</u>
6 2010	\$0.30
7 2011	\$1.00
8 2012	\$1.00
9 2013	\$1.25
10 2014	\$1.00

11 Automatic increases to an employee's base rate cannot exceed the maximum wage rate of
12 the classification.

13 **Section 11. Cost-of-Living Escalator Clause**

14 All employees within the bargaining unit as defined in Article I of this Agreement shall
15 be covered by a Cost-of-Living Allowance as defined and set forth in this Section.

16 a. The amount of the Cost-of-Living Allowance shall be determined and redetermined
17 as provided below in accordance with changes in the Consumer Price Index for Urban
18 Wage Earners and Clerical Workers (CPI-W) All Items—U.S. Average (1982-84 =
19 100), published by the Bureau of Labor Statistics of the United States Department of
20 Labor, and referred to herein as "Index." The Cost-of-Living Allowance shall be
21 based on a one cent (\$.01) per hour adjustment for each full 0.1 point change in the
22 Index as provided below.

23 b. After May 14, 2010, Cost-of-Living adjustments shall be made and shall be
24 determined in accordance with the following table based on the average of the BLS
25 Consumer Price Index (W) for January, February and March-2010 except as provided
26 herein.

27 BLS Consumer	Cost-of-Living
28 Price Index	Allowance Adjustment
29 213.958 or less	\$0.00 per hour
30 214.0	\$0.01 per hour
31 214.1	\$0.02 per hour
32 214.2	\$0.03 per hour
33 214.3	\$0.04 per hour
34 214.4	\$0.05 per hour

35 And so forth with one cent (\$.01) per hour adjustment for each full 0.1 point change
36 in the BLS Consumer Price Index subject to Paragraph (d) of this section.

37 c. Cost-of-Living adjustments shall be made quarterly through February 2015 in
38 accordance with the following schedule:

	Effective Date of Adjustment	Based on Average of BLS Consumer Price Index for
3	August 6, 2010	April, May & June 2010
4	November 5, 2010	July, August & September 2010
5	February 4, 2011	October, November & December 2010
6	May 6, 2011	January, February & March 2011
7	August 5, 2011	April, May & June 2011
8	November 4, 2011	July, August & September 2011
9	February 3, 2012	October, November & December 2011
10	May 4, 2012	January, February & March 2012
11	August 3, 2012	April, May & June 2012
12	November 2, 2012	July, August & September 2012
13	February 1, 2013	October, November & December 2012
14	May 3, 2013	January, February & March 2013
15	August 2, 2013	April, May & June 2013
16	November 1, 2013	July, August & September 2013
17	February 7, 2014	October, November & December 2013
18	May 2, 2014	January, February & March 2014
19	August 1, 2014	April, May & June 2014
20	November 7, 2014	July, August & September 2014
21	February 6, 2015	October, November & December 2014

23 d. Cost-of-Living Adjustments paid during the term of this Agreement will be limited to
24 the first twenty three cents (\$.23) accrued during each contract year as noted below:

25 First Year – August 6, 2010 through May 6, 2011 adjustments.

26 Second Year - August 5, 2011 through May 4, 2012 adjustments.

27 Third Year - August 3, 2012 through May 3, 2013 adjustments.

28 Fourth Year - August 2, 2013 through May 2, 2014 adjustments.

29 Fifth Year - August 1, 2014 through February 6, 2015 adjustments

30 e. Employees hired or recalled after the effective date of the Agreement will only
31 receive general and Cost-of-Living increases that are placed in effect after their date
32 of hire or recall subject to the provision that in order to receive an applicable Cost-of-
33 Living increase the employee must have been on the payroll the full quarter prior to
34 the effective date of the increase.

35 f. In computing overtime pay, PTO pay, holiday pay, call-in pay, jury duty pay,
36 bereavement pay, and military leave pay as provided in this Agreement the amount of
37 any Cost-of-Living Allowance then in effect shall be included.

38 g. In the event that the Bureau of Labor Statistics does not issue the Index on or before
39 the beginning of the pay period referred to in Paragraphs (b) and (c) above, any

1 adjustment required will be made at the beginning of the first pay period after receipt
2 of the Index.

3 h. No adjustment, retroactive or otherwise, shall be made in the amount of the Cost-of-
4 Living Allowance due to any revision which may later be made in the published
5 figures for the Index for any month on the basis of which the Cost-of-Living
6 Allowance has been determined.

7 i. The continuance of the Cost-of-Living Allowance as herein provided is dependent
8 upon the continued availability of the official monthly Index in its present form and
9 calculated on the same basis as the currently published Consumer Price Index (CPI-
10 W) for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84 = 100) unless
11 otherwise agreed upon by the Company and the Union.

12 **Section 12.** It is understood that the wage rates as set forth in this Article are non-
13 arbitrable.

14 **Article XVII**
15 **GENERAL PROVISIONS**

16 **Section 1. Safety**

17 a. Employees that volunteer and Duly elected Union stewards may participate as
18 members of the Safety Monitor Program (Safety Instigators) in their respective areas
19 of responsibility (total number may be limited). As a safety monitor they will
20 participate in meetings, safety tours and inspections, and any other activity that is
21 associated with the Safety Monitor Program. Time spent by Union stewards on safety
22 monitor activities will be paid by the Company and not be charged against their seven
23 (7) hour allowance (ref: Art. VIII, Section 9, paragraph a) for handling grievances.

24 b. Safety monitors will meet on a weekly basis to identify safety issues in the work area,
25 periodically conduct safety tours and inspections to recommend corrective action to
26 management and/or the Safety Department.

27 c. The Union may designate one committee person or steward to participate in monthly
28 management safety survey tours of work areas as scheduled by the Safety
29 Department. Findings of such surveys are reviewed by the Safety Department and
30 entered into the safety resolution tracking log to which the participating committee
31 person/steward may have access.

32 d. In the event a formal grievance is generated out of a safety concern, time spent by the
33 steward in processing and resolving such grievances is chargeable to the fore-
34 referenced seven (7) hour allowance.

35 e. An International Safety Representative of the Union shall be granted access to the
36 Facility as hereinafter set forth, for the purpose of matters pertaining to industrial
37 safety.

- 1 1. The Union shall give notice in writing to the Human Resources Department of the
2 request for entry and will identify the representative who will make the visit and
3 specific purpose of the visit.
- 4 2. Management will acknowledge receipt of the request and set a time during regular
5 working hours which is mutually agreeable for such a visit.
- 6 3. Such visit shall be restricted to the stated purpose of the visit. The International
7 Safety Representative will be allowed to interview employees and/or Union
8 representatives who work and/or represent employees in the area(s) connected
9 with the stated purpose of the visit.
- 10 f. The Company shall continue to make reasonable provisions for the safety and health
11 of its employees during the hours of their employment. Protective attire and safety
12 devices and other equipment necessary to properly protect employees from injury
13 shall be provided by the Company.
- 14 g. An employee, Steward, or Committeeman may call to the attention of the supervisor
15 responsible for the area, any hazardous conditions or make suggestions for improving
16 safety. Time spent by the Steward or Committeeman in such discussions will be
17 included in computing paid time under Article VIII, Section 9 of the Agreement. The
18 items discussed will be turned over to the Safety Section of the Company for
19 investigation and may be brought up by the Union at the next regular meeting with
20 the Company.
- 21 h. The above paragraphs (a), (b), (c), and (d) of this Section are subject to the first four
22 (4) steps of the Grievance Procedure as provided in Article VIII of this Agreement. If
23 no Agreement is reached locally, it may be appealed to the Director, Aerospace
24 Department of the International Union or their designated representative for
25 discussion with the Manager, Human Resources of the Company. Said paragraphs
26 are not subject to arbitration.
- 27 i. Safety shoes and safety prescription glasses will be provided to employees in
28 accordance with OSHA standards. The Company will issue safety shoes to employees
29 who are required to wear them in accordance with OSHA, ANSI, and Jacobs Safety
30 Standards.
- 31 The Company will pay for quality safety shoes when required in accordance with the
32 above. The Company will pay up to \$100 for a quality safety shoe.
- 33 The Company will pay up to \$120.00 for prescription safety glasses once every two (2)
34 years.
- 35 Employees who are designated to wear safety shoes must wear them each day of work.
36 If for any reason they do not have them in their possession on a workday, they will be
37 required to wear safety protective shoe caps consistent with OSHA standards.
- 38 Shoes will normally be replaced by the Company every twelve (12) months from the
39 date of issue to the employee. Employees who damage shoes through neglect or lose

1 possession of them will be required to purchase new ones at their expense through
2 payroll deduction within a period of ten (10) days after loss.

3 Employees must contact the Safety Department to initiate the replacement. Prior to
4 obtaining the new shoes, safety protective shoe caps consistent with OSHA standards
5 must be worn as a temporary measure.

6 j. The Buddy System will be used when reasonably necessary in accordance with
7 OSHA standards and Marshall Work Instructions.

8 k. Inoculations will be offered to employees during their annual physical based on
9 medical recommendation by the occupational health physician at no cost to the
10 employee.

11 l. Where the Company requires employees to wear uniforms, the Company will furnish
12 employees with any required uniforms at no cost to the employee.

13 **Section 2.** Supervisory and out-of-unit employees shall not perform work covered by
14 the Bargaining Unit at the Facility except in the following circumstances:

15 a. in the instruction or training of employees;

16 b. when starting, testing or studying new machinery or equipment;

17 c. in an emergency.

18 d. When an employee fails to report to work and other qualified employees are not
19 available. It is agreed that the Company will make every reasonable effort to locate and
20 assign qualified bargaining unit employees to perform the work task.

21 It is the position of the Company that out-of-unit and supervisory employees shall not
22 perform in-unit work nor displace an in-unit employee on in-unit work.

23 **Section 3.**

24 a. If an employee is given a reprimand in writing and a notation is placed on his service
25 record, he shall be given a copy of the reprimand provided he acknowledges in
26 writing receipt of such copy.

27 b. The employee will be presented the reprimand in writing within ten (10) days after
28 Management could have reasonably been expected to know of the incident prompting
29 the reprimand.

30 c. Disciplinary action may call for any of four steps; verbal warning, written warning,
31 suspension with or without pay, or termination of employment depending on the
32 severity of the problem and the number of occurrences. There may be circumstances
33 when one or more steps are bypassed. Progressive discipline means that, with respect
34 to most disciplinary problems, these steps will normally be followed: a first offense
35 may call for a verbal warning; a next offense may be followed by a written warning;
36 another offense may lead to a suspension; and, still another offense may then lead to
37 termination of employment. All instances must be documented. The Company and

1 the Union recognize that there are certain types of employee problems that are serious
2 enough to justify either a suspension or, in extreme situations, termination of
3 employment without going through the usual progressive discipline steps. By using
4 progressive discipline, we hope that most employee problems can be corrected at an
5 early stage benefiting both the employee and the Company.

- 6 d. Records of verbal warnings will be kept by the employee's supervisor for a period of six
7 (6) months from the date of issue. In-unit employees initial entries relative to verbal
8 reprimands made on their respective records. The employee's initialing of the record
9 is only an acknowledgement of receipt of the reprimand and is not to be construed as
10 an agreement to reprimand or the circumstances upon which it is based. In the event
11 the employee refuses to initial the entry, the respective Union representative will
12 initial it in the employee's stead. Records of written warnings will be kept in the
13 employee's personnel file for a period of one (1) year from the date of issue. Records of
14 suspension will be reviewed by the Company and if performance has improved, the
15 records will be removed after two (2) years from the date of issue. Disciplinary Action
16 Records (DAR) will be written and issued only by management.

17
18 **Section 4. Handicapped Employees**

19 Employees sustaining injury at work and who are physically handicapped as a result
20 thereof will be given special consideration for employment in suitable jobs, providing such
21 jobs are open, available and do not displace a more senior employee.

22 **Section 5.** No member of the Bargaining Committee, Steward or officers of the Local
23 Union shall be eligible for appointment to a position of supervisory capacity during the terms
24 of office for which he is elected unless such contemplated appointment is discussed with the
25 Union.

26 **Section 6.** Employee paychecks will be made by direct deposit to each employee's
27 account no later than Friday of each week. Pay statement summaries may be accessed for
28 viewing or printing both internally and externally.

29 **Section 7.**

- 30 1. Physical requirements are described in job description and the essential functions for
31 the job.
- 32 2. When there is a conflict between two duly licensed professional medical authorities, a
33 mutually agreed upon duly licensed physician shall render an opinion as to whether
34 the alleged medical restriction impairs the employee from performing his assigned
35 job considering criteria identified in 1. above. The cost of said physician will be
36 borne by the Company.

37 The two referenced physicians are allowed to provide the third physician medical
38 records and information pertaining to the employee's condition. An employee's

1 failure to keep a third doctor's appointment, without reporting an acceptable reason to
2 justify his failure to report, will forfeit his position in the matter.

- 3 3. When there is a dispute over an uncontested professional medical judgment
4 restricting or barring the employee from working his assigned job, the Company
5 agrees to consider the employee's complaint in a timely fashion up to and including
6 expediting the arbitration process.

7 When it has been determined that an employee cannot be assigned to this normal job
8 responsibility due to physical limitations, the Company will take the necessary action to
9 consider placement of the employee in open jobs in the plant that he is qualified and has the
10 physical ability to perform. Both parties agree to comply with the provisions of the
11 American Disabilities Act.

12 **Section 8. Jury Duty**

13 An employee absent from work due to required jury duty will be paid for such lost
14 hours at his current straight time base rate up to a maximum of eight (8) hours per day, for
15 each regular workday the government body that summoned the employee for jury duty pays
16 the employee. The employee must give at least forty-eight (48) hours notice to his supervisor.
17 It is understood employees may be excused for voluntary jury service but will not be
18 compensated by the Company for such service.

19 Employees will be paid eight (8) hours jury duty pay and will be excused from their
20 scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All
21 other employees must report for work provided there are more than four (4) hours available
22 on their shift either prior to their scheduled report time for jury duty or after their release
23 from jury duty (one (1) hour travel time permitted to respond to work after release). Second
24 and third shift employees summoned to jury duty will be temporarily assigned to first shift on
25 a weekly basis during the time required to serve. Fees received for jury duty will not be
26 deducted from such pay. The employee will furnish to the Company evidence satisfactory to
27 the Company showing the performance of jury duty that meets the requirements of this
28 Article.

29 **Section 9. Bereavement Pay**

30 An employee who is absent from work because of a death in his immediate family will be
31 paid upon written application an allowance equivalent to eight (8) straight time hours of pay
32 for any absence of three (3) consecutive regularly scheduled work days, one of which will be
33 on the day of the funeral, except for Saturday or Sunday funerals where three (3) consecutive
34 absences connected with the weekend will be covered under bereavement leave. If death
35 occurs during vacation or a holiday, the bereavement will be extended by the duration of the
36 holiday or vacation, up to three (3) days. The immediate family of the employee includes
37 only spouse, parents, in loco parentis, step-parents, parents of spouse, step-parents of spouse,
38 grandparents of spouse, grandparents, child, brother, sister, half-brother, half-sister, step-
39 brother, step-sister, grandchildren, step-children, son-in-law, daughter-in-law, brother-in-law,
40 and sister-in-law.

1 **Section 10.** The Company recognizes a Civil Rights Chairperson to be designated by
2 the Union for purposes referenced in Article III, Section 2. Upon the request of the
3 Committeeman, the Civil Rights Chairperson may investigate grievances alleging
4 discrimination on the basis of race, religion, color, sex or national origin, and report results to
5 the requesting Committeeman.

6 **Section 11. Hurricane Ride-Out**

7 Hurricane Ride Out Team Compensation Package

8 The MSFOC Contract has provisions to support natural disasters and emergencies to include
9 hurricane response. Part of the hurricane response and the plan to get the facility back to
10 normal operations is a ride out team. The ride out team's main job is to stay on the center
11 during the storm so that damage assessment operations can begin quickly after the storm.

12 Selection of the ride out team members will be by volunteers. Everyone in the bargaining
13 unit is eligible to volunteer for the team. Skills and background of each person volunteering
14 will be taken into consideration to meet the needs of the ride out team. Furthermore, all
15 parties agree hours worked will not be charged to any overtime rosters. Ride out team
16 members need to be able to assess damage and determine rough repair requirements. If there
17 are more volunteers than needed, requirements will be filled by classification and seniority
18 based on qualifications. Employees not selected will be offered the first opportunity the
19 following season.

20 This plan calls for each person on the ride out team to be separated from their family during a
21 hurricane. Ride out team members must receive special compensation for this dedication to
22 the center. The following items should be part of this compensation.

23 Hurricane season is also the traditional vacation season. In the event an employee who has
24 volunteered for the ride out team has a previously scheduled vacation that cannot be changed,
25 the Company will make every effort to get another volunteer.

26 For the ride out team, the following language will apply:

27 (a) Those employees who work will be paid at two and one-half (2 ½) times the
28 employee's straight time base rate of pay for all hours worked up to eight (8) hours.
29 All hours on the ride out team in excess of eight (8) hours each day will be paid at
30 time and one-half (1 ½) his straight time rate. The first eight (8) hours in succeeding
31 days will be paid at two and one half (2 ½) times the straight time base rate. The
32 remaining hours present in each succeeding day will be paid at time and one-half (1
33 ½) times the straight time rate. This overtime pay schedule will continue until the
34 ride out team is dismissed.

35 (b) Each ride out team member should receive 8 hours of their base rate of pay for the
36 period between Condition II and Condition III if they are sent home to prepare for the
37 storm. This should apply even if they are not recalled to the center because the storm
38 changed direction or dissipated.

39 Since the ride out team might be on the job for more than one day, the above should apply to
40 each day the facility is closed and the ride out team is on site.

1 **Section 12. Drug and Alcohol Testing Program**

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

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

11 Management and the Union recognize the need for a partnership to successfully
12 achieve a Drug-Free Workplace. We look forward to the continued support of all teammates
13 in meeting our goal of achieving a workplace that is free of illegal drug use and alcohol use.

14 The published policy includes, but is not limited to: pre-employment testing, random
15 testing, as well as testing for reasonable suspicion, testing following an accident and testing
16 upon return to work for a positive drug or alcohol test.

17 Random testing includes both a breath test and a drug screen.

18 In the event an employee's test result for the breath test is between .02 - .039, a
19 second test will be administered. If the result is verified, the employee will be sent home for
20 the remainder of the day without pay. If the result is above .04 a second test will be
21 administered. If the result is positive, the employee will be offered the opportunity to
22 immediately take a blood test or given the option to resign. At that time the employee will be
23 placed on unpaid administrative leave pending the results. If the result is confirmed positive
24 above the .04 level, the employee will be terminated for cause. If the result is negative, the
25 employee will recalled back to normal duty and reimbursed for normal hours lost exclusive
26 of any overtime or other additional pay.

27 If a challenged drug test is requested (no later than the close of business on the next
28 business day) after a positive analysis, the employee agrees to pay fees incurred from a
29 second test of the same sample performed by the contracted lab. If the second test is negative,
30 the Company will reimburse the incurred fees, normal wages, and benefits. The Union shall
31 have the right to inspect the testing lab and verify the chain of custody and, at no time shall
32 the employee or Union be asked to waive constitutional, common law or contractual rights.

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

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

39 Human Resources will notify the Chairman of the Union of the following:

1 • Notification of employees covered by this agreement after they have been notified
2 to take a random test.

3 • Notification of employees covered by this agreement sent for an alcohol/drug test
4 for reasonable suspicion and post accident.

5 **Section 13. Subcontracting**

6 The Company reserves the right to determine whether or not certain work or services
7 should be subcontracted. This determination will be based upon such factors as work load
8 and schedule requirements exceeding the manpower available, need for special equipment or
9 facilities that the Company does not have, involvement of special or unique skills, cost
10 considerations, and/or the need for subcontractor personnel to set up or install major items
11 built by an outside contractor for which such personnel have intimate knowledge and must be
12 used to insure proper operation.

13 The Company decision to subcontract work will be based on the above criteria and in no
14 way will be for the purpose of causing a layoff of employees in the group affected by such
15 subcontracting or diluting the Bargaining Unit. The Company will follow the practice of
16 using Bargaining Unit personnel whenever feasible on work normally performed by
17 Bargaining Unit personnel and will subcontract the work only to the extent necessary to meet
18 the special circumstances identified above. Subcontract personnel will not be assigned to
19 work overtime where such overtime should be reasonably assigned to Bargaining Unit
20 employees. Whenever it becomes necessary to bring subcontract personnel on site, the
21 Company will endeavor to have Company personnel indoctrinated as quickly as possible on
22 particulars relating to the item of work involved so that subcontractor personnel may be
23 removed from the premises in an expedited manner.

24 This Agreement does not apply to construction work such as building new facilities,
25 adding to or making major modifications to old facilities or to modifying or installing major
26 facilities equipment.

27 Where time permits, the Company will notify the Chairman of the Bargaining Committee
28 at least ten (10) days prior to the award of any contract which will require the use of
29 subcontract personnel in the Michoud Assembly Facility. Such notification will state the
30 reason, nature and duration of the subcontracted effort. The Company will give due
31 consideration to any comments submitted by the Chairman relative to the subcontract effort.

1 **Section 14. Security Clearance.** Nothing in this Agreement shall require the Company to
2 employ or continue to employ or give access to any of its facilities or work locations, any person
3 or persons to whom the cognizant government Agency (i.e. NASA), in the interest of security,
4 refuses to give access. However, the Company will give consideration to assigning an employee
5 in his job title to an area for which he is qualified and a clearance is not required.

6 **Section 15.** Temporary duty assignment, as referred to herein, shall be deemed to consist of an
7 assignment required to be performed in a location other than the Michoud Assembly Facility not
8 to exceed thirty (30) calendar days. For purposes of this Section, the definition of the Michoud
9 Assembly Facility includes barges secured to the dock of the Facility.

10 a. An in-unit employee while on a temporary duty assignment who feels he has a
11 complaint involving discipline or discharge shall write a letter of complaint to the
12 Chairman of the Bargaining Committee of the Local Union who in turn may file a
13 written grievance at the Fourth Step of the Grievance Procedure.

14 b. Such grievances shall be subject to the arbitration procedure provided in Article IX.

15 c. The Chairman of the Bargaining Committee may discuss, and attempt to adjust, any
16 complaint concerning temporary duty assignments with the Manager of Human
17 Resources or his designated representative.

18 d. The Union will be notified of those employees going on temporary duty assignments
19 within seven calendar (7) days prior to the assignments, when practical.

20 e. An employee given temporary duty assignment shall be returned to the bargaining
21 unit and be assigned in accordance with the provisions of Article V.

22 f. An employee on temporary duty assignment who is on the check-off list, or one who
23 subsequently authorizes deductions, will have deductions made while on temporary
24 duty assignment, subject to the conditions of the check-off authorization.

25 g. Job classifications and rate of pay involved in temporary duty assignments are not
26 subject to this Agreement.

27 h. It is understood and agreed that the provisions of this Section will not be construed as
28 extending representation recognition for such offsite operations and the provisions set
29 forth herein apply only to those in-unit employees on temporary field assignments
30 and are not subject to negotiations between the parties.

31 i. An employee on temporary duty assignment who is returned to his former overtime
32 group shall be charged only with the overtime accumulated on the temporary duty
33 assignment.

34 j. If laid off employee(s) are recalled for temporary duty assignments, such recall will
35 be in accordance with the individual's recall rights within the classification.
36 Employee(s) recalled for temporary duty assignment shall be paid no less than their
37 rate in their respective classifications, plus the per diem and travel allowance
38 established for the specific assignment.

- 1 k. In the event that a layoff occurs which affects employee(s) senior to those on
2 temporary duty assignment, the junior employee(s) on temporary duty assignment
3 will be returned and laid off in seniority order within thirty (30) days from the date
4 that the senior employee(s) is laid off.
- 5 l. The Company agrees to advise the individual employee of the rate of pay for the
6 assignment and to provide the employee with a copy of the Company's per diem,
7 expense reimbursement and travel policies applicable to the assignment.
- 8 m. The Company agrees when the assignment involves five (5) or more bargaining unit
9 employees for a period in excess of five (5) working days, to provide the Union with
10 a listing of bargaining unit personnel so assigned indicating rate of pay, plus a copy of
11 the Company's per diem, expense reimbursement and travel policies applicable to the
12 assignment as soon as possible after the assignment has been determined.
- 13 n. Offsite Assignments – In the event it is determined in-unit personnel will be utilized
14 for certain offsite assignments, employees must be certified, qualified and assigned
15 to the specific program and work area in order to be considered. Such employees will
16 be asked to indicate their desire for such assignments. Thereafter, when overtime
17 requirements are known in advance, certified employees who have volunteered will
18 be selected for the duration of the assignment, on a basis of low overtime concepts.

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Article XVIII
INSURANCE AND PENSION PLAN

Section 1. The Company will provide Medical, Dental, and Vision coverage to Bargaining Unit employees. All parties agree these benefit packages will be developed to be as close as possible between Jacobs Technology Inc. and Sierra Lobo, Inc. The cost to the employee will be as identified in the SUPPLEMENTAL AGREEMENT, A. Medical Plan, 3. Employee Contributions.

The parties recognize that the current plan terms and benefits may change in the future and agree that such changes will be applied under this Agreement and will be made a part hereof. The parties agree to meet to review annual renewal rates and possible changes.

Section 2. The Company will contribute to a pension plan as outlined in the SUPPLEMENTAL AGREEMENT, GROUP BENEFITS.

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Article XIX
WAIVER AND SEPARABILITY

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The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

1 **Article XX**
2 **DURATION**

3 **Section 1.** It is the intention of the Company and the Union, by this Agreement, to
4 enter into a complete, comprehensive bargaining agreement for its duration. It is accordingly
5 agreed that this Agreement, except as may be otherwise expressly provided in writing
6 between the parties hereto, settles and resolves all bargainable matters, issues and demands,
7 and sets forth all the contract terms and conditions by and between the Company and the
8 Union for the duration of this Agreement.

9 **Section 2.** This Agreement shall remain in full force and effect without change and
10 without reopening rights for any purpose by either party until midnight of April 30, 2015.
11 This Agreement shall automatically renew itself as of midnight April 30, 2015, for a period
12 of one (1) year and shall continue from year to year thereafter unless written notice of desire
13 to terminate or to amend any provisions of this Agreement other than those contained in this
14 Article is given by either party to the other not less than sixty (60) days, nor more than ninety
15 (90) days prior to April 30, 2015, or of succeeding years in which event this Agreement shall
16 be open, effective as of midnight April 30, 2015, or of April 30 of succeeding years, for
17 termination or amendments as the notice may indicate.

18 If such notice of desire to terminate or amend this Agreement is given, negotiations for a
19 new or amended Agreement shall begin not later than fifty (50) days prior to April 30, 2015,
20 or of April 30 of succeeding years and shall continue until an Agreement has been reached.
21 During such negotiations, this Agreement shall remain in full force and effect, provided,
22 however, that if an Agreement has not been reached by midnight of April 30, 2015, or of
23 April 30 of succeeding years, the Company or the Union may at any time thereafter give ten
24 (10) days written notice to the other intent to terminate this Agreement, and upon expiration
25 of such ten-day period, this Agreement shall terminate.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of
2 September 2010.

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4 JACOBS TECHNOLOGY INC.
5 BY:

UAW AND ITS LOCAL 1921
BY:

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7
8 _____
9 Michael Dawson
10 Vice President / GM, MSFOC
11 Jacobs Technology Inc.

Wendell Helms
International Representative
UAW

12
13
14 _____
15 Dave Hamrick
16 Principal
17 Sierra Lobo, Inc.

Arthur D. Fauver
President
Local 1921 UAW

18
19
20 _____
21 Lee M. Whitham
22 Director, Human Resources
23 Jacobs Technology Inc.

S. Paul Herrin Jr.
Chairman
Local 1921 UAW

24
25
26 _____
27 Steve Iapicco
28 Manager, Labor Relations
29 Jacobs Technology Inc.

Gene R. Lassus
Committeeman
Local 1921 UAW

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31
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33 _____
34 Ronald B. Kent
35 Human Relations Manager, MSFOC
36 Jacobs Technology Inc.

Frederick H. Castle
Committeeman
Local 1921 UAW

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2 **GROUP BENEFITS**

3 **Group Benefits for Active Employees.** The parties agree that the Company will provide
4 medical insurance for Hourly Employees or as otherwise noted in the Company offer, as
5 negotiated between the Company and the International Union, United Automobile, Aerospace
6 and Agricultural Implement Workers of America (UAW) and its Local No. 1921 for employees
7 working under this agreement. The parties recognize that the current plan terms and benefits
8 may change in the future and agree that such changes will be applied under this Agreement and
9 will be made a part hereof. In order to maintain current rates, the parties mutually agree to meet
10 in the event the cost to the Company is greater than 10% to the plan on the annual renewal rate.

11 **Benefits**

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

15 a. **Short Term Disability**

16 The company provides, at no cost, short term disability pay after a seven (7) day period
17 (on the eighth (8th) day), which replaces sixty (60%) percent of an employee's straight
18 time rate of pay up to a maximum of \$450.00 per week for up to fifty two (52) weeks.

19 **NOTE: \$450.00 rate effective October 1, 2010**

20 b. **401(k) Saving Plan**

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

24 The Company will match 50% of the first 4% the employee contributes in 1% increments
25 based on the employee's gross weekly earnings. Employee's are immediately eligible
26 upon hire and fully vested in all contribution sources (employee, employer match, and
27 roll-over).

28 **It is further understood that the Company will no longer provide the match of 50%**
29 **of the first 4% the employee contributes after the pay period ending January 7,**
30 **2010.**

31 d. **Basic Life Insurance**

32 The Company provides a basic term life insurance policy equal to \$31,000.

33 e. **Supplemental Life Insurance**

34 Employees may purchase Company offered supplemental life coverage in \$10,000
35 increments up to \$500,000. Policies over \$100,000 in coverage will require evidence of
36 insurability.

1 f. **Spouse Life Insurance**

2 Employees can purchase Spouse Life Insurance from \$10,000 to \$250,000, in \$10,000
3 increments limited to five times the employee's salary. When electing spousal coverage
4 at the employee's first opportunity, the spouse will not be required to furnish evidence of
5 insurability for amounts of coverage up to \$50,000.

6 • **Children Life Insurance**

7 Employees may purchase from \$5,000 to \$20,000 of coverage in increments of \$5000.

8 g. **Accidental Death & Dismemberment Insurance**

9 The Company provides \$62,000 of Accidental Death and Dismemberment coverage at no
10 cost. Employees may purchase additional AD&D coverage up to \$500,000 in coverage.

11 h. **Travel Accident**

12 The Travel accident plan provides five (5x) times the employee's annual salary.

13 i. **Medical, Dental, Vision, Prescription Drug Coverage**

14 The Company provides PPO medical, vision and pharmacy coverage, and dental
15 coverage at a cost to the employee of the following:

	<u>Employee</u>	<u>Employee + One</u>	<u>Family</u>
17 PPO	\$35.00/month	\$71.80/month	\$103.80/month
18 NON-PPO	\$35.00/month	\$71.80/month	\$103.80/month

	<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Children</u>	<u>Family</u>
20 DENTAL	\$3.14/month	\$5.78/month	\$6.60/month	\$9.43/month
21 VSP	\$6.61/month	N/A	\$14.59/month	\$14.59/month

22 All rates are based on a calendar year. The above rates reflect the 2010 cost share for
23 medical benefits. Effective January 1, 2011 and each new plan year, the employee cost
24 share will be adjusted for changes in the medical coverage with up to a 15% maximum
25 increase to the selected cost based on increases the Company will incur. Each year
26 employee costs may increase up to 15% based on increases to the Company cost.

27 Employee's opting out of the Company provided insurance must provide proof of other
28 insurance.

29 Employee's that opt out of the Company provided insurance are eligible to purchase
30 Dental coverage or VSP vision coverage separately or both.

31 j. **Flexible Spending Accounts**

32 Flexible Spending accounts are defined as a Medical Reimbursement Account (MRA) or
33 a Dependent Care Reimbursement Account (DCR). Employees enrolled in the MRA can
34 set aside up to \$7,500 in tax-free dollars per full year for eligible medical expenses.

1 Employees enrolled in the DCR can set aside up to \$5,000 in tax-free dollars per year for
2 dependent care expenses.

3 k. **Employee Assistance Program (EAP)**

4 Employees and their family members are provided with an on-site confidential
5 counseling assistance program. This voluntary program is available to assist those who
6 experience a need for counseling assistance related to problems such as substance abuse,
7 family problems, and a variety of other stressful situations.

8 l. **Long Term Care Insurance**

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

12 m. **Tuition Reimbursement Limit**

13 The Company supports a comprehensive training and education program to develop,
14 increase, or upgrade employee skills. One aspect of the program is the Undergraduate
15 and Graduate Study program. This includes undergraduate and graduate level courses
16 taken for credit or audit, on campus or by extension through educational institutions, and
17 undergraduate senior-level courses that are a requisite part of the prescribed curriculum
18 for the graduate degree the employee is pursuing. When involved in an approved
19 program the employee pays for all courses and is reimbursed by the Company after
20 successful completion of coursework. The maximum payment in any calendar year is
21 \$5,000 per employee.

22 n. **UAW Labor-Management Group Pension Plan**

23 For the duration of this Agreement, the Company agrees to make hourly contributions in the
24 amounts listed below to the UAW Labor-Management Group Pension Fund or a mutually
25 agreed upon approved plan for each employee covered by this collective bargaining
26 agreement on the basis of up to eight (8) hours a day up to a maximum of forty (40) hours
27 per week up to a maximum of 2080 hours a calendar year for each hour the employee is
28 receiving his regular rate of pay.

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

34 Effective January 7, 2011 - \$1.28

35 Payments to the program are due by the twentieth (20th) day of the month following the
36 month in which they were accrued.

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Memorandum of Understanding Temporary Intermittent Employees

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This Memorandum of Understanding between the International Union, Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local No. 1921 (the "Union"), and Jacobs Technology Inc. and Sierra Lobo, Inc. (teammate of Jacobs Technology on "MSFOC") (referred to as the "Company"), relates to the provisions of the present Collective Bargaining Agreement ("CBA") effective October, 2010 through April 30, 2015

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The Company and Union agree to the following:

1. It is agreed that during periods of temporary surge work activity driven by task order requirements, the Company may supplement the work force with temporary intermittent employees provided no employee is available for recall in accordance with Article V. Surge work is not intended to exceed six (6) months. The employees will be paid at least the minimum rate for wage determination for the jobs they are performing plus an additional amount for benefits (Department of Labor Health & Welfare rate for use on MSFOC contract, as it changes from time to time). An extension may be granted by mutual agreement.
2. The Company agrees it will notify the Chairman and President of the Local Union in writing of those situations when the Company plans to hire temporary employees to perform work of the kind and character performed by the Bargaining Unit, including the circumstances surrounding the need to hire, prior to actual hiring of the employees. Surge workers will be introduced to the Chairman upon arrival.

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FOR THE UNION:

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Wendell Helms
International Representative
UAW

FOR THE COMPANY:

Steven Iapicco
Manager, Labor Relations
Jacobs Technology Inc.

**Schedule A
Classification and Wage Table**

September 11, 2010 through October 1, 2010

	Core Classification	Classification Requirements	Minimum Rate	Maximum Rate
Electrical	Lineman	OJT Signoff	\$22.25	\$26.25
	Systems Control	OJT Signoff	\$25.22	\$27.22
	Electrician	OJT Signoff	\$21.33	\$25.33
	Refrigeration	OJT Signoff	\$21.33	\$25.33
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$26.00
Mechanical	Millwright	OJT Signoff	\$21.33	\$25.33
	Mechanist	OJT Signoff	\$21.33	\$25.33
	Pipefitter/Plumber	OJT Signoff	\$21.33	\$25.33
	Heat Treat (Model Maker)	OJT Signoff	\$22.25	\$26.25
	Sheetmetal	OJT Signoff	\$21.33	\$25.33
	Welder	OJT Signoff	\$21.33	\$25.33
	Plaster/Finisher	OJT Signoff	\$19.71	\$23.71
	Machine Repair Mechanic	OJT Signoff	\$21.33	\$25.33
	Port Tools Mechanic	OJT Signoff	\$21.33	\$25.33
	Engine Mechanic	OJT Signoff	\$21.33	\$25.33
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$26.00
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$26.00
	Maintenance	Gen Maint Worker	OJT Signoff	\$19.71
Sign Painter		OJT Signoff	\$20.45	\$24.45
Carpenter		OJT Signoff	\$21.33	\$25.33
Maintenance Technician		All Maintenance Crafts		\$26.00
Operations	Water Plant Operator	OJT Signoff	\$22.25	\$26.25
	Power Plant Operator	OJT Signoff	\$22.25	\$26.25
	Operations Technician	All Operations Crafts		\$26.00
Transportation	Crane Operator	OJT Signoff	\$19.71	\$23.71
	Heavy Equip Operator	OJT Signoff	\$21.33	\$25.33
	Vehicle & Equipment Operator	OJT Signoff	\$18.97	\$21.97
	Light Vehicle Oper	OJT Signoff	\$15.50	\$19.50
	Oper Forklift	OJT Signoff	\$17.59	\$21.59
	Transportation Technician	All Transportation Crafts		\$26.00
Logistics	Logistics Specialist	OJT Signoff	\$18.97	\$22.97
	Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification		\$29.00

**Schedule A
Classification and Wage Table**

October 1, 2010 through April 2011

	Core Classification	Classification Requirements	Minimum Rate	Maximum Rate
Electrical	Lineman	OJT Signoff	\$22.70	\$26.25
	Systems Control	OJT Signoff	\$23.68	\$27.23
	Electrician	OJT Signoff	\$21.75	\$25.33
	Refrigeration	OJT Signoff	\$21.75	\$25.55
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$28.00
Mechanical	Millwright	OJT Signoff	\$21.75	\$25.33
	Mechanist	OJT Signoff	\$21.75	\$25.33
	Pipefitter/Plumber	OJT Signoff	\$21.75	\$25.33
	Heat Treat (Model Maker)	OJT Signoff	\$22.70	\$26.25
	Sheetmetal	OJT Signoff	\$21.75	\$25.33
	Welder	OJT Signoff	\$21.75	\$25.33
	Plaster/Finisher	OJT Signoff	\$20.10	\$23.71
	Machine Repair Mechanic	OJT Signoff	\$21.75	\$25.33
	Port Tools Mechanic	OJT Signoff	\$21.75	\$25.33
	Engine Mechanic	OJT Signoff	\$21.75	\$25.33
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$28.00
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$28.00
	Maintenance	General Worker	OJT Signoff	\$20.10
Sign Painter		OJT Signoff	\$20.86	\$24.45
Carpenter		OJT Signoff	\$21.75	\$25.55
Maintenance Technician		All Maintenance Crafts		\$26.00
Operations	Water Plant Operator	OJT Signoff	\$22.70	\$26.25
	Power Plant Operator	OJT Signoff	\$23.70	\$26.25
	Operations Technician	All Operations Crafts		\$28.00
Transportation	Crane Operator	OJT Signoff	\$20.10	\$23.71
	Heavy Equip Operator	OJT Signoff	\$21.75	\$25.33
	Vehicle & Equipment Operator	OJT Signoff	\$19.35	\$22.97
	Light Vehicle Oper	OJT Signoff	\$15.51	\$19.50
	Oper Forklift	OJT Signoff	\$17.74	\$21.39
	Transportation Technician	All Transportation Crafts		\$26.00
Logistics	Logistics Specialist	OJT Signoff	\$19.55	\$22.97
	Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification		\$29.00

**Schedule A
Classification and Wage Table**

Core Classification	Classification Requirements	May 2011	April 2012	
		Minimum Rate	Maximum Rate	
Electrical	Lineman	OJT Signoff	\$23.15	\$26.25
	Systems Control	OJT Signoff	\$24.15	\$27.22
	Electrician	OJT Signoff	\$22.20	\$25.33
	Refrigeration	OJT Signoff	\$22.20	\$25.33
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$28.00
Mechanical	Millwright	OJT Signoff	\$22.20	\$25.33
	Mechinist	OJT Signoff	\$22.20	\$25.33
	Pipefitter/Plumber	OJT Signoff	\$22.20	\$25.33
	Heat Treat (Model Maker)	OJT Signoff	\$23.15	\$26.25
	Sheetmetal	OJT Signoff	\$22.20	\$25.33
	Welder	OJT Signoff	\$22.20	\$25.33
	Plater/Finisher	OJT Signoff	\$20.50	\$23.71
	Machine Repair Mechanic	OJT Signoff	\$22.20	\$25.33
	Port Tools Mechanic	OJT Signoff	\$22.20	\$25.33
	Engine Mechanic	OJT Signoff	\$22.20	\$25.33
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$28.00
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$28.00
	Maintenance	Gen Maint Worker	OJT Signoff	\$20.50
Sign Painter		OJT Signoff	\$21.28	\$24.45
Croaster		OJT Signoff	\$22.20	\$25.33
Maintenance Technician		All Maintenance Crafts		\$28.00
Operations	Water Plant Operator	OJT Signoff	\$23.15	\$26.25
	Power Plant Operator	OJT Signoff	\$23.15	\$26.25
	Operations Technician	All Operations Crafts		\$28.00
Transportation	Crane Operator	OJT Signoff	\$20.50	\$23.71
	Heavy Equip Operator	OJT Signoff	\$22.20	\$25.33
	Vehicle & Equipment Operator	OJT Signoff	\$19.74	\$22.97
	Light Vehicle Oper	OJT Signoff	\$16.13	\$19.50
	Oper Forklift	OJT Signoff	\$18.09	\$21.39
	Transportation Technician	All Transportation Crafts		\$28.00
Logistics	Logistics Specialist	OJT Signoff	\$19.74	\$22.97
Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification			\$29.00

Schedule A
Classification and Wage Table

	Core Classification	Classification Requirements	May 2012	April 2013
			Minimum Rate	Maximum Rate
Electrical	Lineman	OJT Signoff	\$23.94	\$27.04
	Systems Control	OJT Signoff	\$24.97	\$28.04
	Electrician	OJT Signoff	\$22.97	\$26.09
	Refrigeration	OJT Signoff	\$22.97	\$26.09
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$28.84
Mechanical	Millwright	OJT Signoff	\$22.97	\$26.09
	Mechanic	OJT Signoff	\$22.97	\$26.09
	Pipefitter/Plumber	OJT Signoff	\$22.97	\$26.09
	Rest Treat (Model Maker)	OJT Signoff	\$23.94	\$27.04
	Sheetmetal	OJT Signoff	\$22.97	\$26.09
	Welder	OJT Signoff	\$22.97	\$26.09
	Plater/Finisher	OJT Signoff	\$21.12	\$24.42
	Machine Repair Mechanic	OJT Signoff	\$22.97	\$26.09
	Port Tools Mechanic	OJT Signoff	\$22.97	\$26.09
	Engine Mechanic	OJT Signoff	\$22.97	\$26.09
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$28.54
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$28.54
	Maintenance	Gen Maint Worker	OJT Signoff	\$21.12
Sign Painter		OJT Signoff	\$21.92	\$25.18
Carpenter		OJT Signoff	\$22.97	\$26.09
Maintenance Technician		All Maintenance Crafts		\$26.78
Operations	Water Plant Operator	OJT Signoff	\$23.94	\$27.04
	Power Plant Operator	OJT Signoff	\$23.94	\$27.04
	Operations Technician	All Operations Crafts		\$28.84
Transportation	Crane Operator	OJT Signoff	\$21.12	\$24.42
	Heavy Equip Operator	OJT Signoff	\$22.97	\$26.09
	Vehicle & Equipment Operator	OJT Signoff	\$20.99	\$23.66
	Light Vehicle Oper	OJT Signoff	\$16.61	\$20.09
	Oper Forklift	OJT Signoff	\$15.65	\$22.05
	Transportation Technician	All Transportation Crafts		\$26.78
Logistics	Logistics Specialist	OJT Signoff	\$20.99	\$23.66
Master Technician		Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification		\$29.87

**Schedule A
Classification and Wage Table**

		May 2013 April 2014		
Core Classification	Classification Requirements	Minimum	Maximum	
		Rate	Rate	
Electrical	Lineman	OJT Signoff	\$24.56 \$27.85	
	Systems Control	OJT Signoff	\$25.62 \$28.55	
	Electrician	OJT Signoff	\$23.56 \$26.87	
	Refrigeration	OJT Signoff	\$23.56 \$26.87	
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$29.71
Mechanical	Millwright	OJT Signoff	\$23.56 \$26.87	
	Mechinist	OJT Signoff	\$23.56 \$26.87	
	Pipefitter/Plumber	OJT Signoff	\$23.56 \$26.87	
	Heat Treat (Model Maker)	OJT Signoff	\$24.56 \$27.85	
	Sheetmetal	OJT Signoff	\$23.56 \$26.87	
	Welder	OJT Signoff	\$23.56 \$26.87	
	Plaster/Finisher	OJT Signoff	\$21.75 \$25.15	
	Machine Repair Mechanic	OJT Signoff	\$23.56 \$26.87	
	Port Tools Mechanic	OJT Signoff	\$23.56 \$26.87	
	Engine Mechanic	OJT Signoff	\$23.56 \$26.87	
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$29.71
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$29.71
	Maintenance	Gen Maint Worker	OJT Signoff	\$21.75 \$25.15
Sign Painter		OJT Signoff	\$22.58 \$25.94	
Carpenter		OJT Signoff	\$23.56 \$26.87	
Maintenance Technician		All Maintenance Crafts		\$27.58
Operations	Water Plant Operator	OJT Signoff	\$24.56 \$27.85	
	Power Plant Operator	OJT Signoff	\$24.56 \$27.85	
	Operations Technician	All Operations Crafts		\$29.71
Transportation	Crane Operator	OJT Signoff	\$21.75 \$25.15	
	Heavy Equip Operator	OJT Signoff	\$23.56 \$26.87	
	Vehicle & Equipment Operator	OJT Signoff	\$20.94 \$24.37	
	Light Vehicle Oper	OJT Signoff	\$17.11 \$20.59	
	Oper Forklift	OJT Signoff	\$19.19 \$22.69	
	Transportation Technician	All Transportation Crafts		\$27.58
Logistics	Logistics Specialist	OJT Signoff	\$20.94 \$24.37	
Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification		\$30.77	

Schedule A
Classification and Wage Table

May 2014 April 2015

Core Classification		Classification Requirements	Maximum Rate
Electrical	Lineman	OJT Signoff	\$28.96
	Systems Control	OJT Signoff	\$50.04
	Electrician	OJT Signoff	\$27.94
	Refrigeration	OJT Signoff	\$27.94
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft	\$30.90
Mechanical	Millwright	OJT Signoff	\$27.94
	Mechinist	OJT Signoff	\$27.94
	Pipefitter/Plumber	OJT Signoff	\$27.94
	Heat Treat (Model Maker)	OJT Signoff	\$28.96
	Sheetmetal	OJT Signoff	\$27.94
	Welder	OJT Signoff	\$27.94
	Plaster/Finisher	OJT Signoff	\$26.16
	Machine Repair Mechanic	OJT Signoff	\$27.94
	Port Tools Mechanic	OJT Signoff	\$27.94
	Engine Mechanic	OJT Signoff	\$27.94
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft	\$30.90
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft	\$30.90
	Maintenance	Gen Maint Worker	OJT Signoff
Sign Painter		OJT Signoff	\$26.98
Carpenter		OJT Signoff	\$27.94
Maintenance Technician		All Maintenance Crafts	\$28.68
Operations	Water Plant Operator	OJT Signoff	\$25.98
	Power Plant Operator	OJT Signoff	\$28.96
	Operations Technician	All Operations Crafts	\$30.90
Transportation	Crane Operator	OJT Signoff	\$26.16
	Heavy Equip Operator	OJT Signoff	\$27.94
	Vehicle & Equipment Operator	OJT Signoff	\$25.34
	Light Vehicle Oper	OJT Signoff	\$21.52
	Oper Forklift	OJT Signoff	\$23.60
	Transportation Technician	All Transportation Crafts	\$28.68
Logistics	Logistics Specialist	OJT Signoff	\$25.34
Master Technician		Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification	\$32.00

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J-4

APPENDIX B

COLLECTIVE BARGAINING AGREEMENTS

FILE 5

Porter Industries Environmental Services Inc.

And

UAW Local 1921

Date: November 20, 2010

AGREEMENT

between

**Porter Industries Environmental
Services, Inc.**

^R
P  **orter Industries**

and the
UAW Local 1921

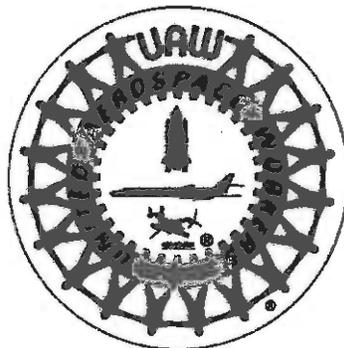


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1 **AGREEMENT**

2 This Agreement is entered into the 20th day of November 2010, by and between the International
3 Union, United Automobile, Aerospace and Agricultural Implement Workers of America,
4 (UAW), and its Local No. 1921 - Porter Unit (hereinafter referred to as the "Union"), and Porter
5 Industries Environmental Services, Inc. (Porter) (subcontractor to Jacobs Technology Inc.)
6 (referred to as the "Company"), is intended to assure that there is efficient and non-disruptive
7 contract support to the manufacturing Support and Facility Operations Contract ("MSFOC") at
8 the Michoud Assembly Facility in New Orleans, Louisiana.

9 WITNESSETH: This agreement shall pertain only to the employees of the Company in the
10 bargaining unit hereinafter described in the Recognition Clause.

11 **ARTICLE 1 RECOGNITION AND PURPOSE**

12 **Section 1.** The Company recognizes the International Union, United Automobile, Aerospace
13 and Agricultural Implement Workers of America (UAW), and its Local 1921, New Orleans,
14 Louisiana, as the exclusive bargaining agent for those employees defined in Section 2 hereof, for
15 the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment and
16 other conditions of employment.

17 "Unit" has the meaning ascribed to it by the National Labor Relations Board, Case No. 15-
18 RC-8835 dated May 3, 2010.

19 **Section 2.** The word "employee" as used herein shall mean only that person or persons who
20 are included in the "unit" and who are regular employees employed at the Michoud Assembly
21 Facility (MAF) excluding all office clerical employees, professional employees, watchmen
22 and/or guards and supervisors as defined in the National Labor Relations Act.

23 "Contracting Officer" – has the meaning ascribed to it by the Contract No: Specialty Sub
24 001 / Custodial Service between the Company and Jacobs Technology Inc.

25 **Section 3.** It is the purpose of the parties that this Agreement will promote and improve
26 harmonious industrial relations between the members of the Union and the Company.

27 **Section 4.** This agreement shall be binding on any and all successors and assigns, who by
28 purchase, lease, transfer of stock or merger or in any other manner, acquire control of the
29 Company's facilities at MAF in New Orleans, Louisiana.

30 **Section 5.** Where used herein, the masculine pronoun shall include the feminine, and
31 references to committeemen shall also refer to committeewomen.

1 **ARTICLE 2 MANAGEMENT RIGHTS**

2 The right to hire, discipline, suspend or discharge for cause, transfer, maintain efficiency of
3 employees, promote, and the right to lay off employees because of lack of work, is vested
4 exclusively in the Company provided that this will not be exercised in violation of the terms of
5 this Agreement or be used for the purpose of discrimination against any member of the Union as
6 such. In addition, the Management of the Michoud Facility, the control and regulation of the use
7 of all equipment and other property of the Company, the direction of the working force, the
8 making of rules not in conflict with this Agreement, and the operations of the Michoud Facility,
9 the work to be performed, the schedules of work, the methods, processes and means of
10 manufacturing, installation, modification, testing and maintaining are solely and exclusively the
11 responsibility and prerogative of the Company. It is not intended by the foregoing recitation to
12 limit any of the normal or usual functions of Management or to define all such functions. The
13 Company shall exercise the functions and duties and responsibilities of Management without
14 interference or hindrance by the Union or its members.

15 **ARTICLE 3 UNION SECURITY**

16 **Section 1. Check-Off of Union Membership Dues**

17 The Company agrees to deduct union membership dues levied by the International Union or
18 Local Union in accordance with the UAW Constitution and by-laws of the Union from the pay of
19 each worker who is or who becomes a member of the Union within the scope of the bargaining
20 unit as covered by this agreement and who is willing, in accordance with the "Authorization for
21 Check-off of dues" form has voluntarily authorized the Company to do so on a form supplied by
22 the Union.

23 Deductions shall be made in conformity with the International Union constitution and by-laws,
24 applicable state or federal laws article, and the provisions of this article.

25 **Section 2.** A properly executed authorization for check-off dues form for each worker, for
26 who membership dues are to be deducted hereunder, shall be delivered to the Company before
27 any payroll deductions are made. Deductions shall be made thereafter, only under authorization
28 for check-off of dues, which is incomplete, or in error will be returned to the Union by the
29 Company.

30 Thereafter, on or before the fifteenth (15th) of each succeeding month, the Union shall furnish the
31 Company with any additional executed authorization for check-off of dues forms under which
32 union membership dues are to be deducted.

33 After receipt of the authorization for check-off of dues form, the union membership dues for any
34 calendar month shall be deducted from the first full forty (40) hour workweek in the calendar
35 month.

36 In the case of workers returning to work after layoff or leaves of absence, who previously have
37 properly executed Authorization for Check-off of dues form, deductions will be made for
38 membership dues as provided herein.

1 In cases where a deduction is made which duplicates a payment already made to the Union by a
2 worker or where a deduction is not in conformity with the provisions of the International Union
3 Constitution and by-laws, refunds to the worker will be made by the Union.

4 Deductions for any calendar month shall be remitted to the designated Financial Officer of the
5 Union as soon as possible, but no later than the tenth (10th) day after the deduction date. The
6 Company will furnish the designated financial officer of the Union, monthly, with a list of those
7 whom deductions have been made and the amounts of such deductions.

8 Any worker whose seniority is broken by death, quit, discharge or layoff, or who is transferred to
9 a classification not in the bargaining unit, shall cease to be subject to check-off deductions
10 beginning with the month immediately following such an event. The Union will be notified, by
11 the Company, of names of such workers following the end of the month.

12 The Company further agrees to furnish (in electronic form if possible) the Local Union a
13 monthly record of the names, addresses, Phone numbers, from whom deductions have been made
14 together with the amounts of such deductions.

15 Such list shall also show workers laid off and recalled during the month as well as those going on
16 leave of absence and those returning from leave of absence.

17 The Union agrees that on the tenth (10th) day of each month, the Union shall notify the Company
18 in writing, of the names of each associate, who on such date is in arrears of his/her dues as much
19 as thirty (30) days. Such notice shall be signed by the financial officer of the Union and such
20 notice shall certify that it contains the names of workers who, at the time, are in arrears as much
21 as thirty (30) days, beginning with the date such list is furnished to the Company, within which
22 to remove his /her arrearage.

23 **Section 3.** No provision of this article shall apply to the extent that the state's Right to Work
24 Law prohibit it. If under applicable state law, additional requirements shall first be met. In the
25 event there is a repeal of 14b of the Taft-Hartley Act or the Louisiana Right to Work Law, the
26 parties agree to meet for the express purpose of negotiating contract language covering Union
27 security.

28 **AUTHORIZATION FOR CHECK-OFF OF DUES**

TO THE _____ COMPANY DATE _____ I hereby assign to Local
Union No. _____, International Union, United Automobile, Aerospace and Agricultural
Implement Workers of America (UAW), from any wages earned or to be earned by me as your
employee (in my present or in any future employment by you), such sums as the Financial
Officer of said Local Union No. _____, may certify as due and owing from me as membership
dues, including an initiation or reinstatement fee and monthly dues in such sum as may be
established from time to time as union dues in accordance with the Constitution of the
International Union, UAW. I authorize and direct you to deduct such amounts from my pay and
to remit same to the Union at such times and in such manner as may be agreed upon between you
and the Union at any time while this authorization is in effect. This assignment, authorization
and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof
to you, or until the termination of the collective agreement between the Company and the Union

1 Deductions shall be made, pursuant to the forms received by the Company, from the workers
2 first pay received each month so long as the workers authorization has not been revoked and still
3 in effect.

4 Company will remit said deductions to UAW V-CAP Region 5, Bank One Dept #78232 Article
5 23 Voluntary Exchange PO Box 78000 Detroit, MI 48278-0232 each month (with Region 5 on
6 the memo line of the check). The Company further agrees to furnish UAW V-CAP with the
7 names of those workers from whom deductions have been made, and the amounts deducted for
8 each worker. This information shall be furnished along with each remittance.

9 The Union shall indemnify and save the Company harmless from all claims, demands, suits, or
10 any other liability arising out of or by reason of action taken or not taken by the Company for the
11 purpose of complying with this section of the Agreement.

12 **ARTICLE 4 NON-DISCRIMINATION AND NON-COERCION**

13 **Section 1. Equal Employment Opportunity.** The Company and the Union agree to provide
14 equal employment opportunity. The Company and the Union will comply with Executive Order
15 11246 and Title VII of the Civil Rights Act and will not discriminate against any employee or
16 applicant for employment because of race, color, religion, national origin, sex, age, veteran
17 status, or presence of a disability or handicap in connection with employment, demotion,
18 upgrading, promotion or transfer, recruitment or recruitment advertising, rates of pay or other
19 forms of compensation, selection for training including apprenticeship, and layoff or termination.

20 **Section 2. Non-coercion.** Neither the Company nor the Union or any of their respective
21 agents or members shall interfere with, restrain, coerce, intimidate, or discriminate against any
22 employee because of membership or non-membership in the Union.

23 **ARTICLE 5 REPRESENTATION**

24 **Section 1.** There shall be Three (3) committee persons (a Chairperson and one committee
25 person on day shift and one committee person on second shift) whose duties are to settle
26 grievances or disputes between the employees and the supervisor in their respective shifts.

27 **Section 2.** From the committee members elected shall serve as a shop committee. The
28 function of the shop committee is to represent the union in negotiating agreements and in
29 processing grievances.

30 **Section 3.** The names of the Chairperson and committee persons will be submitted to the
31 Company after the signing of this Agreement, and the Union Chairperson shall keep the
32 Manager-Human Resources informed, in writing, of changes. Supervisors will handle the
33 grievances of their personnel unless the Union is informed, in writing, otherwise.

34 **Section 4.** During each Company fiscal month the Company will pay for time lost from
35 work by each committee person while handling recognized grievances.

36 (a) The Chairperson and Committee person referred to in Section 1 above will be
37 allowed to spend such time as may be necessary in handling grievances and
38 complaints in accordance with this Article, up to but not exceeding eight (8) hours

1 each in any week in year one (1) of this Agreement and twelve (12) hours total each
2 week thereafter without deduction of pay. However, they are to observe all of the
3 conditions and provisions set forth in this Agreement. No part of such time or any
4 other time during working hours shall be spent soliciting grievances.

5 (b) Union representation at Step 3 shall be the President, Chairperson, committee person
6 and the International Representative.

7 **ARTICLE 6 UNION POSTING PLACE**

8 Posting areas (a bulletin board) will be provided by the Company at the work site for the
9 transmittal of Union information to the employees. The bulletin boards shall be in places visible
10 to all employees on a daily basis. These posting areas are under the auspices of Company rules
11 and regulations of the facility.

12 **ARTICLE 7 UNION VISITATION**

13 **Section 1.** Representative(s) from the Union shall be allowed to visit the worksite in the
14 presence of Company officials and with the permission of the Facilities Security, during working
15 hours to ensure that the contract is being enforced. Such visitation shall not interfere with the
16 work of the employee or rules of the facility.

17 **Section 2.** The Company will need from 48 to 72 hours notice in order to place the request(s)
18 for badge(s) with the Security office and comply with the Homeland Security policies at the
19 Michoud Assembly Facility.

20 **ARTICLE 8 GRIEVANCE PROCEDURE**

21 **Section 1.** Grievances may be filed by an employee or group of employees, a committee
22 person or the Local. Grievances of a general nature filed by the Local shall be initiated at the
23 second step of the Grievance Procedure.

24 For the purpose of this Agreement the term grievance means any differences arising between the
25 Company and the Union or an employee involving the interpretation or application of the terms
26 of this Agreement. Such grievance, to be valid, must specify the Article and Section of the
27 Agreement believed to be violated.

28 **Section 2.** Grievances, other than those of a general nature, may be processed only by
29 recourse to the following successive steps:

30 **(a) Step One (Immediate Supervisor Level)**

31 **(1)** Within ten (10) calendar days after the occurrence or knowledge of the
32 situation, condition, or action of Management giving rise to the grievance, the
33 employee affected thereby or his committee person may discuss the grievance
34 with the employee's Supervisor. If presented by the employee, he may also have
35 his committee person present.

1 (2) Within two (2) working days after such presentation, such Supervisor shall
2 give to such employee and the committee person his decision with respect to such
3 grievance.

4 (3) All step one grievance settlements will be on a non-precedent basis.

5 **(b) Step Two (Unit Manager Level)**

6 (1) If a settlement is not reached at Step One, the Committee person may appeal
7 the grievance to Step Two within not more than three (3) working days after
8 receipt of the Supervisor's answer, stating the Union's position and relief
9 requested, based on information available to the committee person at the time. A
10 meeting between the Company Manager, the Shop Committee Chairman, and
11 committee person filing the grievance shall be held promptly, but not later than
12 three (3) working days after the appeal from Step 1.

13 (2) The Company Manager will give the local union a reply as soon as practical
14 but not later than five (5) working days after the Step Two discussion. It is
15 recognized that the Shop Committee Chairman will be afforded reasonable paid
16 time to reduce the grievance to writing and such time will not be charged against
17 the limits prescribed by Section 4 of Article 5

18 (3) A committee person or Shop Committee Chairman who submits a written
19 grievance to Management shall receive a written reply.

20 **(c) Step Three**

21 (1) If the grievance is not settled satisfactorily at Step Two, the Shop Committee
22 Chairman may appeal the grievance in writing within five (5) working days, to the
23 Jacobs Human Resource Manager, who will arrange a meeting. Additional
24 meetings may be held as agreed to between the Company and the Union. Present
25 at this meeting, at the option of the Union, will be an International Representative,
26 the President of the Local Union and the Shop Committee for the Union.

27 (2) The Company shall give its final decision to the Union, in writing, as soon as
28 practical but not later than ten (10) working days after the completion of
29 discussion of any grievance. Time limits may be extended at any step by mutual
30 agreement of the parties.

31 In the event a grievance is not filed for processing or is not processed to the next step of the
32 grievance procedure within the specified time, the grievance will be considered settled without
33 prejudice to any future case and shall not be subject to further appeal.

34 If management fails to provide an answer within the time limit prescribed in any step, then the
35 grievance will be advanced to the next step.

1 **ARTICLE 9 ARBITRATION**

2 **Section 1.** Any grievance which involves the interpretation or application of this Agreement
3 and which remains unsettled after having been fully processed pursuant to the provisions of
4 Article 8 shall be submitted to arbitration upon written request of the Union, provided such
5 request is made within 30 calendar days after the final decision of the Company has been given
6 to the Union pursuant to Article 8.

7 **Section 2.**

8 **(a)** Promptly following a request for arbitration meeting the requirements of Section 1 above, the
9 Company or the Union may request the Federal Mediation and Conciliation Service to
10 submit a panel of seven (7) arbitrators. Each party shall promptly accept or reject the first
11 panel submitted. If such panel is so rejected, the parties shall immediately request a new
12 panel which must be used. Upon mutual acceptance of the first panel or receipt of a second
13 panel, as the case may be, the Union and the Company shall alternately strike a name from
14 the panel until a single name remains and that person shall be the arbitrator.

15 **(b)** The arbitrator selected shall have no power or authority to amend, alter, or modify this
16 Agreement, including any appendices hereto, but shall be limited to deciding whether or not
17 a violation of its express terms has been committed. It is specifically agreed that no arbitrator
18 shall have the authority to substitute his discretion for that of the Company in cases where the
19 Company has retained discretion or the right to act under this Agreement, provided however
20 that the arbitrator shall have the authority to decide whether the Company had just cause to
21 discipline or discharge an employee. It is further specifically agreed that no arbitrator shall
22 have any authority in questions involving general wage rates paid employees or the wage rate
23 structure, or to decide any matter involving production standards (except discipline), or
24 involving the establishment, administration, interpretation or application of any Company
25 pension plan or insurance plan, except for agreed-upon benefit levels; or to hear any
26 grievance involving the discipline or discharge imposed upon any probationary employee.

27 **Section 3.** The award of an arbitrator so selected upon any grievance so submitted to him
28 shall be final and binding upon all parties to this Agreement.

29 **Section 4.** No more than one grievance may be submitted to or be under review by any one
30 arbitrator at any one time unless by prior mutual agreement of the parties. The arbitrator's fees
31 and other arbitration costs shall be borne equally by the parties. Each of the parties shall pay the
32 full cost of presenting its own case including payments to technical experts engaged for
33 testimony, and all other witnesses.

34 **Section 5.** Time requirements stipulated in this article may be shortened or extended upon
35 the mutual written agreement of both parties.

36 **ARTICLE 10 STRIKES AND LOCKOUTS**

37 **Section 1.** The Union agrees that it will not authorize, instigate, aid or condone a strike,
38 work-stoppage or slowdown for any reason but will attempt to prevent same and the Company
39 agrees that it will not engage in a lockout during the terms of this agreement of any extension
40 thereof.

1 **Section 2.** The Union further agrees that it will take every action which is within its power to
2 induce employees engaged in a strike or work-stoppage to return to work.

3 **Section 3.** Employees engaged in any such activity who do not return to work within forty-
4 eight (48) hours during any regular work week excluding Saturdays, Sundays and Holidays after
5 Company notification to the Union of such activity, shall subject employee to discharge
6 immediately.

7 **ARTICLE 11 SENIORITY**

8 **Section 1.** Seniority shall be the determining factor in matters affecting layoff, re-
9 employment, transfer, demotions and promotions (except management positions) if factors of
10 ability and aptitude are relatively equal.

11 **Section 2.** Seniority of each employee shall be determined according to the length of time he
12 is employed by the Company at the Michoud Assembly Facility covered by contract no:
13 Specialty Sub 001 – Custodial Services (or any subsequent number which may be assigned or
14 previous number) between the Company and Jacobs Technology Inc. (US Government Prime
15 Contractor). When application of this provision results in equal seniority for two or more
16 employees, seniority orders shall be determined by the highest last four (4) digits of the
17 employees' social security numbers.

18 **Section 3. Loss of Seniority**

19 Seniority shall be lost and all rights under this Agreement forfeited with the occurrence of any of
20 the following:

- 21 a) quits or is retired;
- 22 b) is discharged for cause;
- 23 c) fails or refuses to respond to recall and report to work within ten (10) work days after
24 receipt of notice of recall from the Company, except the reporting time may be
25 extended where there is a satisfactory reason given to warrant leniency;
- 26 d) is absent for three (3) consecutive work days without reporting to the Company a
27 justifiable reason that is acceptable to the Company. Compliance with this paragraph
28 is not to be construed to mean that excessive absenteeism will be tolerated;
- 29 e) accepts a total permanent disability settlement regarding a Worker's Compensation
30 Claim.
- 31 f) Failure to be recalled from layoff within twenty-four (24) months after such layoff.
- 32 g) The employee fails to return to work at the expiration of an approved leave of absence
33 unless a justifiable reason is given that is acceptable to the Company.
- 34 h) Refusal by the cognizant Government agency, i.e. NASA, to grant required security
35 clearance.

36 **Section 4. Probationary Period**

- 37 a) All employees shall be considered probationary employees for the first ninety (90)
38 calendar days of employment. During this period the Supervisor will perform
39 progress reviews with the probationary employee at 30, 60, and 85 day increments.
40 This progress review will be documented and is intended to provide the employee
41 with feedback as to his development into the position. Any decision of the Company

1 to terminate or otherwise discipline a probationary employee shall be final and not
2 subject to the Grievance and Arbitration provisions of this Agreement. Upon
3 satisfactory completion of the probationary period, the employee shall become an
4 employee with seniority dating from the date of hire. It is further understood that all
5 employees are eligible for benefits as of thirty (30) days after their date of hire.

6 b) The Company agrees to afford the Union the opportunity to participate in the
7 orientation program for new hourly employees.

8 c) The Union's presentation will occur during the final portion of the orientation
9 program. The Company further agrees that the Local Union President or the Vice-
10 President or the Chairman of the Bargaining Committee may be present at the
11 orientation session to answer questions regarding the Union's presentation. The
12 Union will be notified by the Company the Friday before a scheduled orientation.

13 d) At the time of hire, the employee will be advised of his hourly rate of pay for the
14 classification in which he is being hired.

15 **Section 4. Preferential Seniority**

16 During their time of office under this Agreement, the President, Chairman, and Committee
17 person who adjust grievances shall be deemed to have more seniority in their same or similar
18 classification for layoff purposes than all other employees which shall only prevail if he is
19 willing and qualified to perform available work.

20 **ARTICLE 12 LAYOFF AND RECALL**

21 **Section 1.** In the event of a layoff, the procedure shall be as follows:

22 a) Probationary employees shall be selected for layoff first.

23 b) Thereafter, employees shall be laid off from the bottom of the seniority list first by
24 classification.

25 **Section 2.** Written notice of a proposed layoff shall be given to the Chairperson of the Union
26 and to the Local Union at least three (3) days before the layoff shall take place.

27 **Section 3.** The Company will not hire new employees during lay-off period for
28 classifications with employees in a valid recall status.

29 **Section 4.** Any employees facing layoff, or cut back in hours, shall have the right to bump a
30 less senior employee in any job classification for which the senior employee has experience or
31 has the ability to do the job with minimal training. The employee pay rate in such situations
32 shall be at the classification rate.

33 **Section 5.** Recall. When a classification is increased, Section 1b will be used in inverse
34 order of seniority.

35 **Section 6.** **Temporary Loans** - Work assignments requiring additional support, may require
36 temporary loans from one classification to another on the same shift in an effort to complete the
37 task in a more efficient manner. Those employees loaned will assist other classifications under

1 the direction of the classification needing the assistance. Classifications may support other
2 classifications due to workload, but only with due diligence on the part of the Company to issues
3 of safety. In the event additional support is required on a shift, the Company will seek
4 volunteers from another shift in order of seniority. If enough volunteers do not fill the
5 requirement the Company will fill the requirement in inverse order of seniority.

6 **ARTICLE 13 JOB POSTING**

7 All job openings in classifications will be posted on the bulletin board for five (5) consecutive
8 working days. The posting will include the following information:

- 9 • Job posting number and date of posting
- 10 • Job description

11 Any seniority employee may apply for any posted job by application through the Jacobs Online
12 Talent System JOLTS or by submitting a Company provided form to the Porter Industries
13 administrative person who will then assist the employee with the JOLTS process. After five (5)
14 full working days, the posting will be removed and the job awarded to the senior qualified
15 employee. The employee will be moved to the new position within ten (10) working days
16 following the award.

17 **ARTICLE 14 SHIFT PREFERENCE**

18 Preference of shift shall be by seniority.

19 **ARTICLE 15 HOURS OF WORK**

20 **Section 1.** A normal work week is defined as beginning at 12:00 PM Friday through 11:59
21 AM the following Friday and shall consist of eight (8) hours per day, five (5) days per week.
22 Overtime can be on weekdays or weekends. This work week is subject to change through the
23 direction of the facility owner, any such change would require consultation with the Union.

24 **Section 2.** All work performed on normally scheduled days off shall be considered overtime
25 and shall be paid at the rate of time and one – half (1 ½) the regular hourly rate of pay provided.

26 **Section 3.** All work performed in excess of eight (8) hours per day at the request of the
27 Company shall be considered overtime and shall be paid at the rate of time and one – half (1 ½)
28 the regular hourly rate.

29 **Section 4. Working schedules:** the standard scheduled hours of work shall normally be as
30 follows:

31 **1. Employees on straight day work:**

32 7:00 a.m. – 3:30 p.m. Monday through Friday with thirty (30) minutes off for lunch, with
33 two (2) paid fifteen (15) minute break periods, to be taken at a times designated by the
34 Company.

1 **2. Employees on straight evening work:**

2 3:30 p.m. – 12:00 a.m. Monday through Friday with thirty (30) minutes off for lunch,
3 with two (2) paid fifteen (15) minute break periods, to be taken at a times designated by
4 the Company.

5 **3. Employees on the straight night work:**

6 10:30 p.m. – 7:00 a.m. Monday through Friday with thirty (30) minutes off for lunch,
7 with two (2) paid fifteen (15) minute break periods, to be taken at a times designated by
8 the Company.

9 **4. Alternative Work Schedule:**

10 Some employee will work the same hours identified in Section 4 above from Tuesday –
11 Saturday determined with volunteers by seniority with thirty (30) minutes off for lunch
12 with two (2) paid fifteen (15) minute break periods, to be taken at a time designated by
13 the Company.

14 **Section 5.** Payment of wages earned shall be made on a weekly basis on Fridays except
15 when a holiday falls on that date, in which case payday will be the day before. It is further
16 understood that all payments will be made via direct deposit for all employees.

17 **Section 6.** Work schedules will be flexible for start and stop times up to 1 ½ hours each way
18 based on customer requirements.

19 **ARTICLE 16 LEAVE OF ABSENCE**

20 **Section 1.** The parties agree that the provisions of the Federal Family and Medical Leave
21 Act (FMLA) apply to employees working under the terms of this agreement. Accordingly,
22 Employees eligible for leave under the terms of the statue may take up 12 weeks of unpaid, job
23 protected leave in any rolling 12-month periods for specified family and medical reasons. Family
24 and Medical Leave shall be administered in accordance with the federal Family and Medical
25 Leave Act and related regulations.

26 **Section 2.** A request in writing must be presented to the Human Resources Manager at least
27 two (2) weeks in advance of the leave of absence other than an emergency or unexpected illness.
28 A decision of “approval” or “denial” must be returned to the employee within five (5) working
29 days of the written request submittal date. Personal leaves of absence will not exceed thirty (30)
30 calendar days. However, additional thirty (30) day leaves may be granted at the discretion of the
31 Company. Except in cases of emergency, request will be considered on a first-come, first-serve
32 basis.

33 Employees returning from a leave of absence will be placed in the classification and job which
34 they previously held.

1 Seniority employees, who wish a leave of absence without pay, must submit their request in
2 writing, on the Company's Leave of Absence Request Form.

3 **ARTICLE 17 UNION LEAVES**

4 a. Leaves of absence without pay will be granted by the Company on written request of the
5 Union, to Union representatives in a number not to exceed five (5) for the purpose of
6 attending Union national and state conventions. It is the intention of the Union to honor
7 and respect the work requirements in requests for leaves of absence for such delegates.

8 b. The Company may grant a Leave of Absence without pay for a person or persons who are
9 appointed or elected to represent the Local Union to handle necessary business upon
10 advance written request. Such applications for leave should be made at least one week in
11 advance or as soon as possible, and not more than three (3) members of the bargaining
12 unit shall be permitted leaves under this subsection at any one time. More than three (3)
13 employees may be allowed off anytime by mutual agreement between the Company and
14 the Union.

15 c. An employee on union leave shall accumulate seniority within the bargaining unit while
16 on such leave and shall return to their classification and department upon expiration of
17 the leave.

18 **ARTICLE 18 MILITARY LEAVE OF ABSENCE**

19 The Company shall comply with the Selective Service Act of 1948 as amended.

20 **ARTICLE 19 WORKING CONDITIONS**

21 **Section 1.** The Company will provide, as necessary, systematic safety inspections, safety
22 devices, safety guards, gloves, aprons, clothing and protective equipment, safety glasses
23 including prescription safety glasses, safety shoes, and medical service to minimize accidents
24 and health hazards on its premises.

25 **Section 2.** With respect to the Company furnishing prescription safety glasses, it is agreed
26 that the cost of the eye examination(s) included with the issuance of such prescription(s) shall be
27 the responsibility of the individual employee. Except to the extent provided under the
28 Company's medical benefit plan.

29 **Section 3. Uniform Shirts**

30 Where the Company requires employees to wear uniform shirts, the Company shall furnish
31 employees with any required uniform shirt. Employees will receive three (3) uniform shirts
32 upon hire and receive one (1) additional uniform shirt within a 12 month period. Employees
33 have the option of purchasing additional uniform shirts from the Company. Uniforms must be
34 clean, neat and worn properly at all times. No short pants, sandals or open-toed shoes are
35 allowed for safety reasons. It is understood that all Company shirts will be tucked in. No
36 sagging pants are permitted.

1 **ARTICLE 20 OVERTIME**

2 The Company will notify employees by posting a notice on the bulletin board with a copy to the
3 Union twenty-four (24) hours in advance if overtime will be required on the employees'
4 scheduled day(s) off, except in the case of emergency.

5 The Company will provide a minimum notice to all affected employees of daily overtime by the
6 beginning of the lunch period. Failure to provide such notice will relieve the employees of any
7 requirement to work such overtime and employees will be asked to work on a voluntary basis,
8 except in cases of emergency when there are insufficient volunteers.

9 All overtime shall be rotated among all of the employees in the classification being offered the
10 overtime.

11 Overtime will be offered by classification and shift. The initial list used after ratification of this
12 agreement will be based on seniority. The first overtime will be offered to the most senior
13 employee and so on until the requirement is filled. The next overtime will then pick up from the
14 previous time and the process will continue to rotate through the list. In the event an employee is
15 not available, they will be by-passed and considered to have turned the overtime opportunity
16 down.

17 In the event that enough volunteers do not fill the requirement and all of the available employees
18 have been offered the overtime assignment, the requirement will be filled by forcing the first
19 employee offered for the original assignment and so on until the overtime requirement is filled.

20 **ARTICLE 21 SAVINGS CLAUSE**

21 If any provision of this agreement shall be held or declared to be illegal or of no legal effect, it
22 shall be deemed null and void without affecting the obligations of the balance of this agreement.

23 **ARTICLE 22 LOCAL AGREEMENTS**

24 After the effective date of this Agreement, no local agreement will be recognized and made
25 effective unless set forth in writing and signed by the Union and the Company. The existence of,
26 or any alleged violation of a local agreement shall not be the basis of any arbitration proceeding,
27 unless such agreement is in writing and signed by the Union and The Company.

28 **ARTICLE 23 MANAGEMENT WORKING**

29 Supervisory and out-of-unit employees shall not perform work covered by the Bargaining Unit at
30 the Facility except in the following circumstances:

- 31 a. in the instruction or training of employees;
- 32 b. when starting, testing or studying new machinery or equipment;
- 33 c. in an emergency.
- 34 d. When an employee fails to report to work and other qualified employees are not
35 available. It is agreed that the Company will make every reasonable effort to locate and
36 assign qualified bargaining unit employees to perform the work task.

1 It is the position of the Company that out-of-unit and supervisory employees shall not perform
2 in-unit work nor displace an in-unit employee on in-unit work.

3 **ARTICLE 24 NOTICES**

4 All notices given under the provisions of this Agreement shall be in writing and shall be
5 sufficient if sent by mail addressed, if to the Union, to Local No. 1921-Porter Unit, International
6 Union, United Automobile, Aerospace and Agricultural Implement Workers of America, 13370
7 Chef Menteur Hwy, New Orleans, Louisiana 70129 or to such other address the Union shall
8 furnish the Company in writing with a copy to the International Union, United Automobile,
9 Aerospace and Agricultural Implement Workers of America, 731 Dunn Road, Hazelwood,
10 Missouri 63042 and if to the Company to Plant Manager, Porter Industries Environmental
11 Services, 650 Poydras Street, Suite 1400, New Orleans, LA 70130 or to such other address the
12 Company shall furnish the Union in writing.

13 **ARTICLE 25 LIST OF HIRINGS, LAYOFFS, AND TRANSFERS**

14 **Section 1.** The Chairman of the Shop Committee will be given details in writing on
15 employees laid off for lack of work after notification has been given to the employees, and
16 similar information on re-engaged employees after they have been re-hired. The information
17 will consist of the name, years of seniority (as such term is defined in Article 11), classification,
18 and the name of the Supervisor involved.

19 **Section 2.** The Local will also be given lists of new employees after they have been engaged,
20 their classifications and their Supervisor, and the Local will also be given details on transfers
21 which are made through the Personnel Office.

22 **Section 3.** The Company will provide the Financial Secretary of the Local Union, and/or the
23 Region 5 International Representative with a complete list of all employee then in the bargaining
24 unit and showing the name, employee number home address, continuous service date, seniority
25 date, classification, hourly rate, of each employee on such list. This information will be provided
26 upon request up to a maximum of four times annually.

27 **ARTICLE 26 DURATION, MODIFICATION AND TERMINATION OF**
28 **AGREEMENT**

29 **Section 1.** This agreement shall become effective and binding as set forth in the Settlement
30 Agreement executed simultaneously herewith and shall continue in full force and effect until
31 11:59 p.m. November 22, 2014 and from year to year thereafter unless modified or terminated as
32 hereafter provided.

33 **Section 2.** This Agreement shall remain in full force and effect without change and without
34 reopening rights for any purpose by either party until midnight of November 22, 2014 This
35 Agreement shall automatically renew itself as of midnight November 22, 2014 for a period of
36 one (1) year and shall continue from year to year thereafter unless written notice of desire to
37 terminate or to amend any provisions of this Agreement other than those contained in this Article
38 is given by either party to the other not less than sixty (60) days, nor more than ninety (90) days
39 prior to November 22, 2014, or of succeeding years in which event this Agreement shall be open,

1 effective as of midnight November 22, 2014, or of November 22 of succeeding years, for
2 termination or amendments as the notice may indicate.

3 If such notice of desire to terminate or amend this Agreement is given, negotiations for a new or
4 amended Agreement shall begin not later than fifty (50) days prior to November 22, 2014, or of
5 November 22 of succeeding years and shall continue until an Agreement has been reached.
6 During such negotiations, this Agreement shall remain in full force and effect, provided,
7 however, that if an Agreement has not been reached by midnight of November 22, 2014, or of
8 November 22 of succeeding years, the Company or the Union may at any time thereafter give ten
9 (10) days written notice to the other intent to terminate this Agreement, and upon expiration of
10 such ten-day period, this Agreement shall terminate.

11 **ARTICLE 27 SUCCESSOR CLAUSE**

12 In the event that the Company shall merger, consolidate, sale of assets, lease, franchise or by any
13 other means enter into an agreement with another party of or individual which in whole or in part
14 affects the existing appropriate collective bargaining unit, then successor party, individuals or
15 assign shall be bound by this agreement. In such an event all employees at the time shall have
16 preferential rehire rights by seniority for positions with any successor company. The Company
17 shall have the affirmative duty to call this provision of the agreement to the attention of any such
18 party or individual with which it seeks to make such an agreement as aforementioned or to such
19 company as may win a bid to provide services at this facility.

20 **ARTICLE 28 DRUG AND ALCOHOL TESTING PROGRAM**

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

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

30 Management and the Union recognize the need for a partnership to successfully achieve a Drug-
31 Free Workplace. We look forward to the continued support of all teammates in meeting our goal
32 of achieving a workplace that is free of illegal drug use and alcohol use.

33 The published policy includes, but is not limited to: pre-employment testing, random testing, as
34 well as testing for reasonable suspicion, testing following an accident and testing upon return to
35 work for a positive drug or alcohol test.

36 Random testing includes both a breath test and a drug screen.

37 In the event an employee's test result for the breath test is between .02 - .039, a second test will
38 be administered. If the result is verified, the employee will be sent home for the remainder of the

1 day without pay. If the result is above .04 a second test will be administered. If the result is
2 positive, the employee will be offered the opportunity to immediately take a blood test or given
3 the option to resign. At that time the employee will be placed on unpaid administrative leave
4 pending the results. If the result is confirmed positive above the .04 level, the employee will be
5 terminated for cause. If the result is negative, the employee will be recalled back to normal duty
6 and reimbursed for normal hours lost exclusive of any overtime or other additional pay.

7 If a challenged drug test is requested (no later than the close of business on the next business
8 day) after a positive analysis, the employee agrees to pay fees incurred from a second test of the
9 same sample performed by the contracted lab. If the second test is negative, the Company will
10 reimburse the incurred fees, normal wages, and benefits. The Union shall have the right to
11 inspect the testing lab and verify the chain of custody and, at no time shall the employee or
12 Union be asked to waive constitutional, common law or contractual rights.

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

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

18 Human Resources will notify the Chairman of the Union of the following:

19 • Notification of employees covered by this agreement after they have been notified
20 to take a random test.

21 • Notification of employees covered by this agreement sent for an alcohol/drug test
22 for reasonable suspicion and post accident.

23 **ARTICLE 29 ATTENDANCE CONTROL POLICY**

24 **Purpose:** To ensure employees understand that they are subject to disciplinary action if they fail
25 to control their attendance.

26 **Exclusions:** This policy applies to all Porter employees except where superseded by specific
27 language in a collective bargaining agreement.

28 **Policy:**

29 Employees are expected to be at work as scheduled and on time. Poor attendance and tardiness
30 are costly and disruptive, and they place an unfair burden on other employees and supervisors.

31 When unable to report to work as scheduled, employees are required to notify their supervisors
32 prior to the start of the assigned shift in foreseeable instances but no later than one hour after the
33 start of the assigned shift in unforeseeable instances, and provide a justifiable reason for the
34 absence. Other absences should be scheduled with the supervisor as far in advance as possible.

35 Employees are subject to disciplinary action if they fail to notify their supervisors of an absence.
36 They are subject to immediate discharge if they are absent three consecutive workdays without
37 notifying their supervisors, or if they falsely represent an absence.

1 Supervisors will counsel employees whose attendance appears to be unsatisfactory.
2 Determination of unsatisfactory attendance is at the supervisor's discretion and may involve:

- 3 • Three or more short-term absences or tardiness of more than 15 minutes
- 4 • Absences for recurring disabilities of relatively longer duration.

5 If counseling fails, disciplinary action, as coordinated with Human Relations, will be taken.

6 Supervisors may request off-site investigations of absences through the Human Relations
7 organization, if they feel there is good reason to do so.

8 During the established workday hours, each employee is expected to be at the assigned work
9 area, and to take positive action to ensure that he/she can be located at either a designated
10 alternate work area or other temporary location in the event of any absence from the assigned
11 primary work area. Should it be necessary to leave the work area (MAF) for any reason prior to
12 the end of the workday, the employee shall notify supervision.

13 **ARTICLE 30 DISCIPLINE**

14 **Section 1.**

- 15 a. If an employee is given a reprimand in writing and a notation is placed on his service
16 record, he shall be given a copy of the reprimand provided he acknowledges in
17 writing receipt of such copy.
- 18 b. The employee will be presented the reprimand in writing within ten (10) days after
19 Management could have reasonably been expected to know of the incident prompting
20 the reprimand.
- 21 c. Disciplinary action may call for any of four steps; verbal warning, written warning,
22 suspension with or without pay, or termination of employment depending on the
23 severity of the problem and the number of occurrences. There may be circumstances
24 when one or more steps are bypassed. Progressive discipline means that, with respect
25 to most disciplinary problems, these steps will normally be followed: a first offense
26 may call for a verbal warning; a next offense may be followed by a written warning;
27 another offense may lead to a suspension; and, still another offense may then lead to
28 termination of employment. All instances must be documented. The Company and
29 the Union recognize that there are certain types of employee problems that are serious
30 enough to justify either a suspension or, in extreme situations, termination of
31 employment without going through the usual progressive discipline steps. By using
32 progressive discipline, we hope that most employee problems can be corrected at an
33 early stage benefiting both the employee and the Company.
- 34 d. Records of verbal warnings will be kept by the employee's supervisor for a period of six
35 (6) months from the date of issue. In-unit employees initial entries relative to verbal
36 reprimands made on their respective records. The employee's initialing of the record
37 is only an acknowledgement of receipt of the reprimand and is not to be construed as
38 an agreement to reprimand or the circumstances upon which it is based. In the event
39 the employee refuses to initial the entry, the respective Union representative will
40 initial it in the employee's stead. Records of written warnings will be kept in the

1 employee's personnel file for a period of one (1) year from the date of issue. Records of
2 suspension will be reviewed by the Company and if performance has improved, the
3 records will be removed after two (2) years from the date of issue. Disciplinary Action
4 Records (DAR) will be written and issued only by management.

5 **Section 2.** The Company reserves the right to reprimand, up to and including discharge, an
6 employee for any of the following major misconduct violations per company policy and
7 employee orientation document entitled, "Conditions of Employment".

1. Drinking on the job.
2. Being under the influence of alcohol or drugs on the job.
3. Possessing narcotics, open alcoholic containers or intoxicants on the premises.
4. Failing to return keys and ID cards on request.
5. Proven theft of personal property and/or client property.
6. Proven dishonesty.
7. Falsifying time cards or payroll records.
8. Physical violence or intentional damage to property.
9. Sleeping on the job.
10. Unauthorized duplication of keys.
11. Carrying illegal concealed weapons or ammunition.
12. Insubordination.
13. Intentional misconduct with company customer/client that affects the company's working relationship with them.
14. Unauthorized use of musical equipment such as "i pods" on-site during working hours.
15. Repeated warnings for wearing sagging pants.
16. Excessive absenteeism.
17. Unauthorized use of cameras or recording devices.
18. Misuse of government computers per NASA and or Company policy.

8 **ARTICLE 31 RATE OF PAY**

9 **Section 1.** The job classifications covered and the basic hourly rates of pay which employees
10 will work and be paid during the term of this agreement, except as otherwise specifically
11 provided, are listed in the schedule of job classifications and rates in Schedule A.

12 **Section 2.** Employees assigned to an alternate work week will receive \$1.25 per hour for up
13 to eight (8) hours on any normally scheduled work day that occurs on a calendar Saturday or
14 Sunday.

15 **Section 3.** Wages are identified in Schedule A. It is further understood that a lump sum
16 payment will be made on December 3, 2010 in the amount of \$300.00 (subject to all applicable
17 taxes and deductions) to each active employee (to include any employees on approved medical
18 leave) covered by this agreement on the date of ratification, November 20, 2010.

1 **ARTICLE 32 PAID TIME OFF**

2 ***NOTE: Conversion of each employee's current leave accrual will change to the chart below***
3 ***beginning the pay week of December 17, 2010.***

4 **Section 1. Paid Time Off**

5 Continuous service accumulated with prior MAF contractors will be counted in determining the
6 amount of PTO for which an employee is eligible. In all other cases, service for PTO purposes will
7 date from the employee's date of hire by the Company.

8 PTO Accrual rates will be as follows for all Regular Full-time employees:

YEARS OF SERVICE	NUMBER OF DAYS	ACCRUAL RATE PER WEEK
less than 5	10	1.5385
5 to less than 10	15	2.3077
10 or more	20	3.0769

9 Accruals will begin from first week of service and employees can use as it is accrued.

10 When an employee moves to the next higher level of accruals it is understood that the new accrual
11 rate will begin on the first day of the next full pay period.

12 Scheduling of PTO will be management's responsibility and shall take into consideration the
13 workload commitments of the organization. PTO must have been accrued prior to using. All
14 PTO requests should be made forty-eight (48) hours in advance.

15 Unscheduled PTO may be granted by management for all or part of a day for reasons of illness,
16 emergency or other unanticipated reasons deemed valid by management. Employees are
17 required to notify management prior to the start of the assigned shift in foreseeable instances but
18 no later than one (1) hour after the start of the assigned shift in unforeseeable instances, and
19 provide a justifiable reason for the absence.

20 Employees cannot use more than five (5) unscheduled PTO call-ins in a calendar year.
21 Employees exceeding five (5) unscheduled PTO call-ins will be addressed on a case-by-case
22 basis. In the event the employee brings in acceptable documentation for an unscheduled call-in,
23 that event will not count toward the five (5) allowable for the calendar year.

24 Employees on an approved medical leave through Human Resources will be allowed to use their
25 PTO. Employees will have the option to use PTO in part or whole to supplement any disability
26 income.

27 Any employee having accrued unused leave at the end of the calendar year shall have the
28 privilege of carrying such unused leave forward into the following calendar year. If unused leave
29 is carried forward, a maximum of 240 hours will be permitted. Any hours above will be paid out.
30 It is further understood that this period will be based on the first full pay period of the new calendar
31 year.

1 **Section 2.** PTO Sellback - Employees, who have a minimum of 120 hours of PTO accrued,
2 may request to sell back to the Company PTO in the calendar year in increments of forty (40)
3 hours. The request(s) may be submitted at any time during the calendar year as long as the
4 employee maintains a minimum of 80 hours of PTO accrued. Amounts paid for PTO
5 redemptions are subject to all applicable taxes and deductions.

6 All accrued PTO will be paid out upon termination/retirement.

7 All Regular Full-time employees are entitled to PTO.

8 Pay for PTO shall be based on the hours scheduled for a normal work week of 40 hours at the
9 straight hourly rate of the employee.

10 If an employee dies while on the payroll of the Company, payout of PTO shall follow the normal
11 payroll procedures.

12 Employees shall be provided each pay period an accounting of their PTO accrual on their pay stub
13 or other appropriate document.

14 **Section 3.** If more employees request PTO than can be granted in the same week, PTO will
15 be approved on the basis of staffing requirements, the date PTO was requested, and seniority, in
16 that order.

17 **ARTICLE 33 HOLIDAYS**

18 **Section 1.** Employees shall receive eight (8) hours pay at their straight time rate for the
19 followings holidays.

- New Year's Day
- Martin Luther King Day (Observed in calendar years 2013 and 2014 only)
- Mardi Gras
- Day After Mardi Gras
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day (Observed in calendar years 2010, 2011, and 2012 only)
- Christmas Day

20 **Section 2.** If holiday falls on Sunday, it shall be observed on the following Monday. If a
21 holiday falls on Saturday, it shall be observed on the preceding Friday. In instances involving
22 consecutive day holidays falling on Friday and Saturday, the holiday falling on Saturday shall be
23 observed on the proceeding Thursday or a mutually agreed upon day.

24 **Section 3.** If an employee is taking one week (40 hours) of approved PTO and a holiday falls
25 within that one week (40 hour) period, then the employee will receive eight (8) hours at their
26 straight time rate for the holiday. The employee's time card will reflect thirty-two (32) hours of
27 PTO and eight (8) hours of holiday.

1 **ARTICLE 34 REPORT IN / CALL IN PAY**

2 **Minimum Hours Paid When Called to Work**

3 When a regular employee is called to work on their scheduled day off, or after they have been
4 released from their normal shift, they shall be guaranteed a minimum of four (4) hours per day or
5 work for a four (4) hour period at the appropriate rate of pay.

6 **ARTICLE 35 BEREAVEMENT**

7 **Section 1.** In the case of death in the immediate family, an employee shall be granted a leave
8 of absence of up to three (3) days with pay at basic rate, provided that these days are regularly
9 scheduled work time.

10 **Section 2.** Immediate family shall be defined as the employee's parents, spouse, children,
11 legal step children, grandparents, grandchildren, siblings, step parents, step brothers and sisters,
12 foster parents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The employee
13 must furnish to the employer, proof of death and relationship of deceased to the employee before
14 payment can be received.

15 **ARTICLE 36 JURY DUTY**

16 An employee absent from work due to required jury duty will be paid for such lost hours at his
17 current straight time base rate up to a maximum of eight (8) hours per day, for each regular
18 workday the government body that summoned the employee for jury duty pays the employee.
19 Such payments shall be limited to ten (10) days in any one calendar year except for grand jury
20 where such payment shall be limited to thirty (30) days in any one calendar year.

21 Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled
22 shift if they serve more than four (4) hours on the day so assigned for jury duty. All other
23 employees must report for work provided there are more than four (4) hours available on their
24 shift either prior to their scheduled report time for jury duty or after their release from jury duty
25 (one (1) hour travel time permitted to respond to work after release). Alternate shift employees
26 summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the
27 time required to serve. Fees received for jury duty will not be deducted from such pay. The
28 employee will furnish to the Company evidence satisfactory to the Company showing the
29 performance of jury duty that meets the requirements of this Article.

30 **ARTICLE 37 INSURANCE**

31 **Section 1.** The provisions of this article shall be applicable to all employees who have
32 completed thirty (30) calendar days of their probationary period.

33 **Section 2.** During the term of this agreement, the Company shall maintain a program of
34 benefits provided by a third party administrator.

35 **Section 3.** For the duration of this agreement, regular full-time employees have the
36 opportunity to participate in the below listed insurance plans offered by the Company. These
37 Plans and their Summary Plan Descriptions, which may change from time to time, shall become

1 incorporated as a part of this Agreement. The employee will have the option to purchase
2 additional insurance for their spouse and/or children.

3 The Company agrees to maintain all employee only benefit levels at 100% from the date the
4 agreement is ratified until August 31, 2011.

5 Beginning September 1, 2011 the Company agrees to pay 75% of the premiums for the coverage
6 selected by the employee. The employee will pay the remaining 25% of the premium through
7 weekly payroll deductions and every year thereafter. It is further understood this is for the cost
8 of Medical, vision, dental, and prescription drugs. Employees that can provide evidence of
9 insurance coverage from another approved plan will have the option of declining the Company
10 provided medical plan coverage during the annual open enrollment period in August 2011.

11 The Company will pay 100% of the employee only coverage for Life Insurance including
12 AD&D at \$25,000, Short Term Disability and Long Term Disability.

13 **ARTICLE 38 TUITION REIMBURSEMENT**

14 The Company supports a comprehensive training and education program to develop, increase, or
15 upgrade employee skills. One aspect of the program is the Undergraduate and Graduate Study
16 program. This includes undergraduate and graduate level courses taken for credit on campus or
17 by extension through educational institutions, and undergraduate senior-level courses that are a
18 requisite part of the prescribed curriculum for the graduate degree the employee is pursuing.
19 When involved in an approved program the employee pays for all courses and is reimbursed by
20 the Company after successful completion of coursework. The maximum payment in any
21 calendar year is \$2,500 per employee.

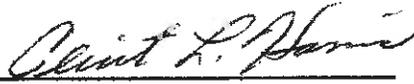
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IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of September 2010.

PORTER INDUSTRIES
ENVIRONMENTAL SERVICES, INC.
BY:

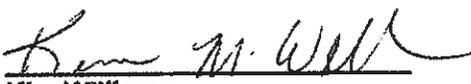
UAW AND ITS LOCAL 1921
BY:

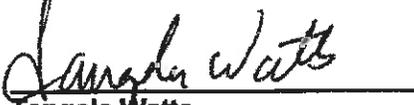

Michael Dawson
Vice President / GM, MSFOC
Jacobs Technology Inc.


Clint Harris
International Representative
UAW


Ken Porter
President
Porter Industries Environmental Services, Inc.


Arthur D. Fauver
President
Local 1921 UAW


Kim Williams
Vice President
Porter Industries Environmental Services, Inc.


Tangela Watts
Chairperson
Local 1921 UAW


Steve Iapicco
Manager, Labor Relations
Jacobs Technology Inc.


Rosalyn Porter
Committeeperson
Local 1921 UAW


Ronald B. Kent
Human Relations Manager, MSFOC
Jacobs Technology Inc.

SCHEDULE A

	Nov 20, 2010 - April 30, 2011	Year 1 May 2011 - Apr 2012	Year 2 May 2012 - Apr 2013	Year 3 May 2013 - Apr 2014	Year 4 May 2014 - Nov 2014
Executive Janitors	\$13.88	\$14.11	\$14.35	\$14.60	\$14.97
Janitor	\$10.73	\$10.96	\$11.20	\$11.45	\$11.82
Lead Janitor	\$13.04 - \$14.00 ¹	\$13.27	\$13.51	\$13.76	\$14.13
Floorman	\$11.49	\$11.72	\$11.96	\$12.21	\$12.58
Lead Floorman	\$13.04	\$13.27	\$13.51	\$13.76	\$14.13

NOTE 1: Current Rate Range

NOTE 2: Shift Differential: Employees normally assigned to 2nd or 3rd shift will receive an additional \$0.15 per hour for all hours worked

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J-4

APPENDIX B

COLLECTIVE BARGAINING AGREEMENTS

FILE 6

Advance Business Solutions (ABS)

And

UAW Local 1921

OCTOBER 23, 2010

AGREEMENT
between

Advance Business Solutions



and the
UAW Local 1921

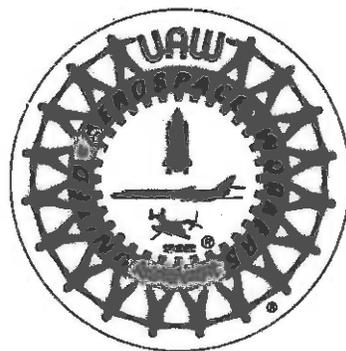


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AGREEMENT

1 This Agreement is entered into the 23rd day of October 2010, by and between the International
2 Union, United Automobile, Aerospace and Agricultural Implement Workers of America,
3 (UAW), and its Local No. 1921 - ABS Unit (hereinafter referred to as the "Union"), and
4 Advance Business Solutions Enterprises, Inc. (ABS) (subcontractors to Jacobs Technology Inc.)
5 (referred to as the "Company"), is intended to assure that there is efficient and non-disruptive
6 contract support to the manufacturing Support and Facility Operations Contract ("MSFOC") at
7 the Michoud Assembly Facility in New Orleans, Louisiana.

8 **WITNESSETH:** This agreement shall pertain only to the employees of the Company in the
9 bargaining unit hereinafter described in the Recognition Clause.

ARTICLE 1 RECOGNITION AND PURPOSE

10 **Section 1.** The Company recognizes the International Union, United Automobile, Aerospace
11 and Agricultural Implement Workers of America (UAW), and its Local 1921, New Orleans,
12 Louisiana, as the exclusive bargaining agent for those employees defined in Section 2 hereof, for
13 the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment and
14 other conditions of employment.

15 "Unit" has the meaning ascribed to it by the National Labor Relations Board, Case No. 15-RC-
16 8836 dated May 3, 2010.

17 **Section 2.** The word "employee" as used herein shall mean only that person or persons who
18 are included in the "unit" and who are regular employees employed at the Michoud Assembly
19 Facility (MAF) excluding all office clerical employees, professional employees, watchmen
20 and/or guards and supervisors as defined in the National Labor Relations Act.

21 "Contracting Officer" – has the meaning ascribed to it by the Contract No: Specialty Sub 003 /
22 Roads and Grounds between the Company and Jacobs Technology Inc.

23 **Section 3.** It is the purpose of the parties that this Agreement will promote and improve
24 harmonious industrial relations between the members of the Union and the Company.

25 **Section 4.** This agreement shall be binding on any and all successors and assigns, who by
26 purchase, lease, transfer of stock or merger or in any other manner, acquire control of the
27 Company's facilities at MAF in New Orleans, Louisiana.

28 **Section 5.** Where used herein, the masculine pronoun shall include the feminine, and
29 references to committeemen shall also refer to committeewomen.

ARTICLE 2 MANAGEMENT RIGHTS

30 The right to hire, discipline, suspend or discharge for cause, transfer, maintain efficiency of
31 employees, promote, and the right to lay off employees because of lack of work, is vested
32 exclusively in the Company provided that this will not be exercised in violation of the terms of

1 this Agreement or be used for the purpose of discrimination against any member of the Union as
2 such. In addition, the Management of the Michoud Facility, the control and regulation of the use
3 of all equipment and other property of the Company, the direction of the working force, the
4 making of rules not in conflict with this Agreement, and the operations of the Michoud Facility,
5 the work to be performed, the schedules of work, the methods, processes and means of
6 manufacturing, installation, modification, testing and maintaining are solely and exclusively the
7 responsibility and prerogative of the Company. It is not intended by the foregoing recitation to
8 limit any of the normal or usual functions of Management or to define all such functions. The
9 Company shall exercise the functions and duties and responsibilities of Management without
10 interference or hindrance by the Union or its members.

ARTICLE 3 UNION SECURITY

11 **Section 1. Check-Off of Union Membership Dues**

12 The Company agrees to deduct union membership dues levied by the International Union or
13 Local Union in accordance with the UAW Constitution and by-laws of the Union from the pay of
14 each worker who is or who becomes a member of the Union within the scope of the bargaining
15 unit as covered by this agreement and who is willing, in accordance with the "Authorization for
16 Check-off of dues" form has voluntarily authorized the Company to do so on a form supplied by
17 the Union.

18 Deductions shall be made in conformity with the International Union constitution and by-laws,
19 applicable state or federal laws article, and the provisions of this article.

20 **Section 2.** A properly executed authorization for check-off dues form for each worker, for
21 who membership dues are to be deducted hereunder, shall be delivered to the Company before
22 any payroll deductions are made. Deductions shall be made thereafter, only under authorization
23 for check-off of dues, which is incomplete, or in error will be returned to the Union by the
24 Company.

25 Thereafter, on or before the fifteenth (15th) of each succeeding month, the Union shall furnish the
26 Company with any additional executed authorization for check-off of dues forms under which
27 union membership dues are to be deducted.

28 After receipt of the authorization for check-off of dues form, the union membership dues for any
29 calendar month shall be deducted from the first full forty (40) hour workweek in the calendar
30 month.

31 In the case of workers returning to work after layoff or leaves of absence, who previously have
32 properly executed Authorization for Check-off of dues form, deductions will be made for
33 membership dues as provided herein.

34 In cases where a deduction is made which duplicates a payment already made to the Union by a
35 worker or where a deduction is not in conformity with the provisions of the International Union
36 Constitution and by-laws, refunds to the worker will be made by the Union.

1 Deductions for any calendar month shall be remitted to the designated Financial Officer of the
2 Union as soon as possible, but no later than the tenth (10th) day after the deduction date. The
3 Company will furnish the designated financial officer of the Union, monthly, with a list of those
4 whom deductions have been made and the amounts of such deductions.

5 Any worker whose seniority is broken by death, quit, discharge or layoff, or who is transferred to
6 a classification not in the bargaining unit, shall cease to be subject to check-off deductions
7 beginning with the month immediately following such an event. The Union will be notified, by
8 the Company, of names of such workers following the end of the month.

9 The Company further agrees to furnish (in electronic form if possible) the Local Union a
10 monthly record of the names, addresses, Phone numbers, from whom deductions have been made
11 together with the amounts of such deductions.

12 Such list shall also show workers laid off and recalled during the month as well as those going on
13 leave of absence and those returning from leave of absence.

14 The Union agrees that on the tenth (10th) day of each month, the Union shall notify the Company
15 in writing, of the names of each associate, who on such date is in arrears of his/her dues as much
16 as thirty (30) days. Such notice shall be signed by the financial officer of the Union and such
17 notice shall certify that it contains the names of workers who, at the time, are in arrears as much
18 as thirty (30) days, beginning with the date such list is furnished to the Company, within which
19 to remove his /her arrearage.

20 **Section 3.** No provision of this article shall apply to the extent that the state's Right to Work
21 Law prohibit it. If under applicable state law, additional requirements shall first be met. In the
22 event there is a repeal of 14b of the Taft-Hartley Act or the Louisiana Right to Work Law, the
23 parties agree to meet for the express purpose of negotiating contract language covering Union
24 security.

25 **AUTHORIZATION FOR CHECK-OFF OF DUES**

TO THE _____ COMPANY DATE _____ I hereby assign to Local
Union No. _____, International Union, United Automobile, Aerospace and Agricultural
Implement Workers of America (UAW), from any wages earned or to be earned by me as your
employee (in my present or in any future employment by you), such sums as the Financial
Officer of said Local Union No. _____, may certify as due and owing from me as membership
dues, including an initiation or reinstatement fee and monthly dues in such sum as may be
established from time to time as union dues in accordance with the Constitution of the
International Union, UAW. I authorize and direct you to deduct such amounts from my pay and
to remit same to the Union at such times and in such manner as may be agreed upon between you
and the Union at any time while this authorization is in effect. This assignment, authorization
and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof
to you, or until the termination of the collective agreement between the Company and the Union
which is in force at the time of delivery of this authorization, whichever occurs sooner; and I
agree and direct that this assignment, authorization and direction shall be automatically renewed,
and shall be irrevocable for successive periods of one (1) year each or for the period of each

succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 I of the Labor Management Relations Act of 1947 and otherwise. CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here)

(Address of Employee)

Advance Business Solutions

(City)

(State)

(Zip)

(Date of Signature) (Employee Clock Number)

(Social Security Number) (Date of Delivery to Employer)

1 **Section 4.** The Company shall not be liable to the International Union or its Local by reason
2 of the requirements of this Article for the remittance or payment of any sum other than
3 constituting actual deductions made from workers wages earned.

4 The Union shall indemnify and hold harmless the Company against any and all liability, which
5 may arise by reason of the check-off by the Company of union initiation fees and membership
6 dues from workers wages in accordance with this Agreement.

7 In the event a worker is on vacation the week dues are deducted, the Company will deduct dues
8 from the vacation check covering that period.

9 **Section 5.** During the life of this Agreement, the Company agrees to deduct from the pay of
10 any worker covered by this Agreement provided that such worker executes of has executed the
11 "Authorization for Assignment of Check-Off of Contributions to UAW V-CAP" form.

12 A properly executed copy of the "Authorization for Assignment and Check-Off of Contributions
13 to UAW V-CAP" form for each worker for whom voluntary contributions to the UAW V-CAP
14 are able to be deducted hereunder, shall be delivered to the Company before any such
15 deductions are made, except as to workers whose authorizations have heretofore been delivered.

16 Deductions shall be made only in accordance with the provisions of and in the amounts
17 designated in said "Authorization and Check-Off of Contributions to UAW V-CAP" form,
18 together with the provisions of this section of the Agreement.

19 Deductions shall be made, pursuant to the forms received by the Company, from the workers
20 first pay received each month so long as the workers authorization has not been revoked and still
21 in effect.

1 Company will remit said deductions to UAW V-CAP Region 5, Bank One Dept #78232 Article
2 23 Voluntary Exchange PO Box 78000 Detroit, MI 48278-0232 each month (with Region 5 on
3 the memo line of the check). The Company further agrees to furnish UAW V-CAP with the
4 names of those workers from whom deductions have been made, and the amounts deducted for
5 each worker. This information shall be furnished along with each remittance.

6 The Union shall indemnify and save the Company harmless from all claims, demands, suits, or
7 any other liability arising out of or by reason of action taken or not taken by the Company for the
8 purpose of complying with this section of the Agreement.

ARTICLE 4 NON-DISCRIMINATION AND NON-COERCION

9 **Section 1. Equal Employment Opportunity.** The Company and the Union agree to provide
10 equal employment opportunity. The Company and the Union will comply with Executive Order
11 11246 and Title VII of the Civil Rights Act and will not discriminate against any employee or
12 applicant for employment because of race, color, religion, national origin, sex, age, veteran
13 status, or presence of a disability or handicap in connection with employment, demotion,
14 upgrading, promotion or transfer, recruitment or recruitment advertising, rates of pay or other
15 forms of compensation, selection for training including apprenticeship, and layoff or termination.

16 **Section 2. Non-coercion.** Neither the Company nor the Union or any of their respective
17 agents or members shall interfere with, restrain, coerce, intimidate, or discriminate against any
18 employee because of membership or non-membership in the Union.

ARTICLE 5 REPRESENTATION

19 **Section 1.** There shall be Two (2) committee persons (a Chairperson and a committee
20 person) whose duties are to settle grievances or disputes between the employees and the
21 supervisor in their respective shifts.

22 **Section 2.** From the committee members elected shall serve as a shop committee. The
23 function of the shop committee is to represent the union in negotiating agreements and in
24 processing grievances.

25 **Section 3.** The names of the Chairperson and committee person will be submitted to the
26 Company after the signing of this Agreement, and the Union Chairperson shall keep the
27 Manager-Human Resources informed, in writing, of changes. Supervisors will handle the
28 grievances of their personnel unless the Union is informed, in writing, otherwise.

29 **Section 4.** During each Company fiscal month the Company will pay for time lost from
30 work by each committee person while handling recognized grievances.

- 31 (a) The Chairperson and Committee person referred to in Section 1 above will be
32 allowed to spend such time as may be necessary in handling grievances and
33 complaints in accordance with this Article, up to but not exceeding eight (8) hours
34 each in any week in year one (1) of this Agreement and eight (8) hours total each
35 week thereafter without deduction of pay. However, they are to observe all of the

1 conditions and provisions set forth in this Agreement. No part of such time or any
2 other time during working hours shall be spent soliciting grievances.

3 (b) Union representation at Step 3 shall be the President, Chairperson, committee person
4 and the International Representative.

ARTICLE 6 UNION POSTING PLACE

5 A posting area (a bulletin board) will be provided by the Company at the work site for the
6 transmittal of Union information to the employees. The bulletin board shall be in a place so that
7 it is visible to all employees on a daily basis. This posting area is under the auspices of
8 Company rules and regulations of the facility.

ARTICLE 7 UNION VISITATION

9 **Section 1.** Representative(s) from the Union shall be allowed to visit the worksite in the
10 presence of Company officials and with the permission of the Facilities Security, during working
11 hours to ensure that the contract is being enforced. Such visitation shall not interfere with the
12 work of the employee or rules of the facility.

13 **Section 2.** The Company will need from 48 to 72 hours notice in order to place the request(s)
14 for badge(s) with the Security office and comply with the Homeland Security policies at the
15 Michoud Assembly Facility.

ARTICLE 8 GRIEVANCE PROCEDURE

16 **Section 1.** Grievances may be filed by an employee or group of employees, a committee
17 person or the Local. Grievances of a general nature filed by the Local shall be initiated at the
18 second step of the Grievance Procedure.

19 For the purpose of this Agreement the term grievance means any differences arising between the
20 Company and the Union or an employee involving the interpretation or application of the terms
21 of this Agreement. Such grievance, to be valid, must specify the Article and Section of the
22 Agreement believed to be violated.

23 **Section 2.** Grievances, other than those of a general nature, may be processed only by
24 recourse to the following successive steps:

25 (a) **Step One (Immediate Supervisor Level)**

26 (1) Within ten (10) calendar days after the occurrence or knowledge of the
27 situation, condition, or action of Management giving rise to the grievance, the
28 employee affected thereby or his committee person may discuss the grievance
29 with the employee's Supervisor. If presented by the employee, he may also
30 have his committee person present.

31 (2) Within two (2) working days after such presentation, such Supervisor shall
32 give to such employee and the committee person his decision with respect to
33 such grievance.

1 (3) All step one grievance settlements will be on a non-precedent basis.

2 (b) **Step Two (Unit Manager Level)**

3 (1) If a settlement is not reached at Step One, the Committee person may appeal
4 the grievance to Step Two within not more than three (3) working days after
5 receipt of the Supervisor's answer, stating the Union's position and relief
6 requested, based on information available to the committee person at the time.
7 A meeting between the Company Manager, the Shop Committee Chairman,
8 and committee person filing the grievance shall be held promptly, but not later
9 than three (3) working days after the appeal from Step 1.

10 (2) The Company Manager will give the local union a reply as soon as practical
11 but not later than five (5) working days after the Step Two discussion. It is
12 recognized that the Shop Committee Chairman will be afforded reasonable
13 paid time to reduce the grievance to writing and such time will not be charged
14 against the limits prescribed by Section 4 of Article 5.

15 (3) A committee person or Shop Committee Chairman who submits a written
16 grievance to Management shall receive a written reply.

17 (c) **Step Three**

18 (1) If the grievance is not settled satisfactorily at Step Two, the Shop Committee
19 Chairman may appeal the grievance in writing within five (5) working days,
20 to the Jacobs Human Resource Manager, who will arrange a meeting.
21 Additional meetings may be held as agreed to between the Company and the
22 Union. Present at this meeting, at the option of the Union, will be an
23 International Representative, the President of the Local Union and the Shop
24 Committee for the Union.

25 (2) The Company shall give its final decision to the Union, in writing, as soon as
26 practical but not later than ten (10) working days after the completion of
27 discussion of any grievance. Time limits may be extended at any step by
28 mutual agreement of the parties.

29 In the event a grievance is not filed for processing or is not processed to the next step of the
30 grievance procedure within the specified time, the grievance will be considered settled without
31 prejudice to any future case and shall not be subject to further appeal.

32 If management fails to provide an answer within the time limit prescribed in any step, then the
33 grievance will be advanced to the next step.

34 **ARTICLE 9** **ARBITRATION**

35 **Section 1.** Any grievance which involves the interpretation or application of this Agreement
36 and which remains unsettled after having been fully processed pursuant to the provisions of
37 Article 8 shall be submitted to arbitration upon written request of the Union, provided such
38 request is made within 30 calendar days after the final decision of the Company has been given
to the Union pursuant to Article 8.

1 **Section 2.**

2 (a) Promptly following a request for arbitration meeting the requirements of Section 1 above, the
3 Company or the Union may request the Federal Mediation and Conciliation Service to
4 submit a panel of seven (7) arbitrators. Each party shall promptly accept or reject the first
5 panel submitted. If such panel is so rejected, the parties shall immediately request a new
6 panel which must be used. Upon mutual acceptance of the first panel or receipt of a second
7 panel, as the case may be, the Union and the Company shall alternately strike a name from
8 the panel until a single name remains and that person shall be the arbitrator.

9 (b) The arbitrator selected shall have no power or authority to amend, alter, or modify this
10 Agreement, including any appendices hereto, but shall be limited to deciding whether or not
11 a violation of its express terms has been committed. It is specifically agreed that no arbitrator
12 shall have the authority to substitute his discretion for that of the Company in cases where the
13 Company has retained discretion or the right to act under this Agreement, provided however
14 that the arbitrator shall have the authority to decide whether the Company had just cause to
15 discipline or discharge an employee. It is further specifically agreed that no arbitrator shall
16 have any authority in questions involving general wage rates paid employees or the wage rate
17 structure, or to decide any matter involving production standards (except discipline), or
18 involving the establishment, administration, interpretation or application of any Company
19 pension plan or insurance plan, except for agreed-upon benefit levels; or to hear any
20 grievance involving the discipline or discharge imposed upon any probationary employee.

21 **Section 3.** The award of an arbitrator so selected upon any grievance so submitted to him
22 shall be final and binding upon all parties to this Agreement.

23 **Section 4.** No more than one grievance may be submitted to or be under review by any one
24 arbitrator at any one time unless by prior mutual agreement of the parties. The arbitrator's fees
25 and other arbitration costs shall be borne equally by the parties. Each of the parties shall pay the
26 full cost of presenting its own case including payments to technical experts engaged for
27 testimony, and all other witnesses.

28 **Section 5.** Time requirements stipulated in this article may be shortened or extended upon
29 the mutual written agreement of both parties.

30 **ARTICLE 10 STRIKES AND LOCKOUTS**

31 **Section 1.** The Union agrees that it will not authorize, instigate, aid or condone a strike,
32 work-stoppage or slowdown for any reason but will attempt to prevent same and the Company
33 agrees that it will not engage in a lockout during the terms of this agreement of any extension
thereof.

34 **Section 2.** The Union further agrees that it will take every action which is within its power to
35 induce employees engaged in a strike or work-stoppage to return to work.

36 **Section 3.** Employees engaged in any such activity who do not return to work within forty-
37 eight (48) hours during any regular work week excluding Saturdays, Sundays and Holidays after

1 Company notification to the Union of such activity, shall subject employee to discharge
2 immediately.

ARTICLE 11 SENIORITY

3 **Section 1.** Seniority shall be the determining factor in matters affecting layoff, re-
4 employment, transfer, demotions and promotions (except management positions) if factors of
5 ability and aptitude are relatively equal.

6 **Section 2.** Seniority of each employee shall be determined according to the length of time he
7 is employed by the Company at the Michoud Assembly Facility covered by contract no:
8 Specialty Sub 003 – Roads and Grounds (or any subsequent number which may be assigned or
9 previous number) between the Company and Jacobs Technology Inc. (US Government Prime
10 Contractor). When application of this provision results in equal seniority for two or more
11 employees, seniority orders shall be determined by the highest last four (4) digits of the
12 employees' social security numbers.

Section 3. Loss of Seniority

13 Seniority shall be lost and all rights under this Agreement forfeited with the occurrence of
14 any of the following:

- 15 a) quits or is retired;
- 16 b) is discharged for cause;
- 17 c) fails or refuses to respond to recall and report to work within ten (10) work days after
18 receipt of notice of recall from the Company, except the reporting time may be
19 extended where there is a satisfactory reason given to warrant leniency;
- 20 d) is absent for three (3) consecutive work days without reporting to the Company a
21 justifiable reason that is acceptable to the Company. Compliance with this paragraph
22 is not to be construed to mean that excessive absenteeism will be tolerated;
- 23 e) accepts a total permanent disability settlement regarding a Worker's Compensation
24 Claim.
- 25 f) Failure to be recalled from layoff within twenty-four (24) months after such layoff.
- 26 g) The employee fails to return to work at the expiration of an approved leave of absence
27 unless a justifiable reason is given that is acceptable to the Company.
- 28 h) Refusal by the cognizant Government agency, i.e. NASA, to grant required security
29 clearance.
- 30

Section 4. Probationary Period

- 31 a) All employees shall be considered probationary employees for the first ninety (90)
32 calendar days of employment. During this period the Supervisor will perform
33 progress reviews with the probationary employee at 30, 60, and 85 day increments.
34 This progress review will be documented and is intended to provide the employee
35 with feedback as to his development into the position. Any decision of the Company
36 to terminate or otherwise discipline a probationary employee shall be final and not
37 subject to the Grievance and Arbitration provisions of this Agreement. Upon
38 satisfactory completion of the probationary period, the employee shall become an
39 employee with seniority dating from the date of hire. It is further understood that all
40 employees are eligible for benefits as of thirty (30) days after their date of hire.
41

- 1 b) The Company agrees to afford the Union the opportunity to participate in the
2 orientation program for new hourly employees.
- 3 c) The Union's presentation will occur during the final portion of the orientation
4 program. The Company further agrees that the Local Union President or the Vice-
5 President or the Chairman of the Bargaining Committee may be present at the
6 orientation session to answer questions regarding the Union's presentation. The
7 Union will be notified by the Company the Friday before a scheduled orientation.
- 8 d) At the time of hire, the employee will be advised of his hourly rate of pay for the
9 classification in which he is being hired.

10 **Section 5. Preferential Seniority**

11 During their time of office under this Agreement the President, Chairman, and Committee
12 person who adjust grievances shall be deemed to have more seniority in their same or similar
13 classification for layoff purposes than all other employees which shall only prevail if he is
14 willing and qualified to perform available work.

ARTICLE 12 LAYOFF AND RECALL

15 **Section 1.** In the event of a layoff, the procedure shall be as follows:

- 16 a) Probationary employees shall be selected for layoff first.
17 b) Thereafter, employees shall be laid off from the bottom of the seniority list first by
18 classification.

19 **Section 2.** Written notice of a proposed layoff shall be given to the Chairperson of the Union
20 and to the Local Union at least three (3) days before the layoff shall take place.

21 **Section 3.** The Company will not hire new employees during lay-off period for
22 classifications with employees in a valid recall status.

23 **Section 4.** Any employees facing layoff, or cut back in hours, shall have the right to bump a
24 less senior employee in any job classification for which the senior employee has experience or
25 has the ability to do the job with minimal training. The employee pay rate in such situations
26 shall be at the classification rate.

27 **Section 5.** Recall. When a classification is increased, Section 1b will be used in inverse
28 order of seniority.

29 **Section 6.** **Temporary Loans** - Work assignments requiring additional support, may require
30 temporary loans from one classification to another in an effort to complete the task in a more
31 efficient manner. Those employees loaned will assist other classifications under the direction of
32 the classification needing the assistance. Classifications may support other classifications due to
33 workload, but only with due diligence on the part of the Company to issues of safety.

ARTICLE 13 JOB POSTING

1 All job openings in classifications will be posted on the bulletin board for five (5) consecutive
2 working days. The posting will include the following information:

- 3 • Job posting number and date of posting
- 4 • Job description

5 Any seniority employee may apply for any posted job by application through the Jacobs Online
6 Talent System JOLTS or by submitting a Company provided form to the ABS administrative
7 person who will then assist the employee with the JOLTS process. After five (5) full working
8 days, the posting will be removed and the job awarded to the senior qualified employee. The
9 employee will be moved to the new position within ten (10) working days following the award.

ARTICLE 14 SHIFT PREFERENCE

10 Preference of shift shall be by seniority.

ARTICLE 15 HOURS OF WORK

11 **Section 1.** A normal work week is defined as beginning at 12:00 PM Friday through 11:59
12 AM the following Friday and shall consist of eight (8) hours per day, five (5) days per week.
13 Overtime can be on weekdays or weekends. This work week is subject to change through the
14 direction of the facility owner, any such change would require consultation with the Union.

15 **Section 2.** All work performed on normally scheduled days off shall be considered overtime
16 and shall be paid at the rate of time and one – half (1 ½) the regular hourly rate of pay provided.

17 **Section 3.** All work performed in excess of eight (8) hours per day at the request of the
18 Company shall be considered overtime and shall be paid at the rate of time and one – half (1 ½)
19 the regular hourly rate.

20 **Section 4. Working schedules:** the standard scheduled hours of work shall normally be as
21 follows:

22 **1. Employees on straight day work:**

23 7:00 a.m. – 3:30 p.m. Monday through Friday with thirty (30) minutes off for lunch, with
24 two (2) paid fifteen (15) minute break periods, to be taken at a times designated by the
25 Company.

26 **2. Employees on straight day work: Alternative Work Schedule**

27 Some crew members will work the same hours identified in Section 4 (1) above from
28 Tuesday – Saturday determined with volunteers by seniority with thirty (30) minutes off
29 for lunch with two (2) paid fifteen (15) minutes break periods, to be taken at a time
30 designated by the Company.

1 **Section 5.** Work schedules will be flexible for start and stop times up to 1 ½ hours each way
2 based on seasonal changes for the grounds crew.

3 **Section 6.** Payment of wages earned shall be made on a weekly basis on Fridays except
4 when a holiday falls on that date, in which case payday will be the day before. It is further
5 understood that all payments will be made via direct deposit for all employees.

ARTICLE 16 LEAVE OF ABSENCE

6 **Section 1.** The parties agree that the provisions of the Federal Family and Medical Leave
7 Act (FMLA) apply to employees working under the terms of this agreement. Accordingly,
8 Employees eligible for leave under the terms of the statute may take up 12 weeks of unpaid, job
9 protected leave in any rolling 12-month periods for specified family and medical reasons. Family
10 and Medical Leave shall be administered in accordance with the Federal Family and Medical
11 Leave Act and related regulations.

12 **Section 2.** A request in writing must be presented to the Human Resources Manager at least
13 two (2) weeks in advance of the leave of absence other than an emergency or unexpected illness.
14 A decision of “approval” or “denial” must be returned to the employee within five (5) working
15 days of the written request submittal date. Personal leaves of absence will not exceed thirty (30)
16 calendar days. However, additional thirty (30) day leaves may be granted at the discretion of the
17 Company. Except in cases of emergency, request will be considered on a first-come, first-serve
18 basis.

19 Employees returning from a leave of absence will be placed in the classification and job which
20 they previously held.

21 Seniority employees, who wish a leave of absence without pay, must submit their request in
22 writing, on the Company’s Leave of Absence Request Form.

ARTICLE 17 UNION LEAVES

23 a. Leaves of absence without pay will be granted by the Company on written request of the
24 Union, to Union representatives in a number not to exceed five (5) for the purpose of
25 attending Union national and state conventions. It is the intention of the Union to honor
26 and respect the work requirements in requests for leaves of absence for such delegates.

27 b. The Company may grant a Leave of Absence without pay for a person or persons who are
28 appointed or elected to represent the Local Union to handle necessary business upon
29 advance written request. Such applications for leave should be made at least one week in
30 advance or as soon as possible, and not more than three (3) members of the bargaining
31 unit shall be permitted leaves under this subsection at any one time. More than three (3)
32 employees may be allowed off anytime by mutual agreement between the Company and
33 the Union.

- 1 c. An employee on union leave shall accumulate seniority within the bargaining unit while
2 on such leave and shall return to their classification and department upon expiration of
3 the leave.

ARTICLE 18 MILITARY LEAVE OF ABSENCE

4 The Company shall comply with the Selective Service Act of 1948 as amended.

ARTICLE 19 WORKING CONDITIONS

5 **Section 1.** The Company will provide, as necessary, systematic safety inspections, safety
6 devices, safety guards, gloves, aprons, clothing and protective equipment, safety glasses
7 including prescription safety glasses, safety shoes, and medical service to minimize accidents
8 and health hazards on its premises.

9 **Section 2.** With respect to the Company furnishing prescription safety glasses, it is agreed
10 that the cost of the eye examination(s) included with the issuance of such prescription(s) shall be
11 the responsibility of the individual employee. Except to the extent provided under the
12 Company's medical benefit plan.

Section 3. Uniform Shirts

13 Where the Company requires employees to wear uniform shirts, the Company shall furnish
14 employees with any required uniform shirt. Employees will receive four (4) uniform shirts upon
15 hire and receive two (2) additional uniform shirts within a 12 month period. Employees have the
16 option of purchasing additional uniform shirts from the Company. Uniform shirts must be clean,
17 neat and worn properly at all times. No short pants, sandals or open-toed shoes are allowed for
18 safety reasons. Undergarment shirts and Company provided shirts with tails must be tucked in.
19 Company provided shirts that do not cause safety issues are permitted to be worn out (untucked).
20 No sagging pants are permitted.
21

ARTICLE 20 OVERTIME

22 The Company will notify employees by posting a notice on the bulletin board with a copy to the
23 Union twenty-four (24) hours in advance if overtime will be required on the employees'
24 scheduled day(s) off, except in the case of emergency.

25 The Company will provide a minimum notice to all affected employees of daily overtime by the
26 beginning of the lunch period. Failure to provide such notice will relieve the employees of any
27 requirement to work such overtime and employees will be asked to work on a voluntary basis,
28 except in cases of emergency when there are insufficient volunteers.

29 All overtime shall be rotated among all of the employees in the classification being offered the
30 overtime.

31 Overtime will be offered by classification. The initial list used after ratification of this
32 agreement will be based on seniority. The first overtime will be offered to the most senior

1 employee and so on until the requirement is filled. The next overtime will then pick up from the
2 previous time and the process will continue to rotate through the list. In the event an employee is
3 not available, they will be by-passed and considered to have turned the overtime opportunity
4 down.

5 In the event that enough volunteers do not fill the requirement and all of the available employees
6 have been offered the overtime assignment, the requirement will be filled by forcing the first
7 employee offered for the original assignment and so on until the overtime requirement is filled.

ARTICLE 21 SAVINGS CLAUSE

8 If any provision of this agreement shall be held or declared to be illegal or of no legal effect, it
9 shall be deemed null and void without affecting the obligations of the balance of this agreement.

ARTICLE 22 LOCAL AGREEMENTS

10 After the effective date of this Agreement, no local agreement will be recognized and made
11 effective unless set forth in writing and signed by the Union and the Company. The existence of,
12 or any alleged violation of a local agreement shall not be the basis of any arbitration proceeding,
13 unless such agreement is in writing and signed by the Union and The Company.

ARTICLE 23 MANAGEMENT WORKING

14 Supervisory and out-of-unit employees shall not perform work covered by the Bargaining Unit at
15 the Facility except in the following circumstances:

- 16 a. in the instruction or training of employees;
- 17 b. when starting, testing or studying new machinery or equipment;
- 18 c. in an emergency.
- 19 d. When an employee fails to report to work and other qualified employees are not
20 available. It is agreed that the Company will make every reasonable effort to locate and
21 assign qualified bargaining unit employees to perform the work task.

22 It is the position of the Company that out-of-unit and supervisory employees shall not perform
23 in-unit work nor displace an in-unit employee on in-unit work.

ARTICLE 24 NOTICES

24 All notices given under the provisions of this Agreement shall be in writing and shall be
25 sufficient if sent by mail addressed, if to the Union, to Local No. 1921-ABS Unit, International
26 Union, United Automobile, Aerospace and Agricultural Implement Workers of America, 13370
27 Chef Menteur Hwy, New Orleans, Louisiana 70129 or to such other address the Union shall
28 furnish the Company in writing with a copy to the International Union, United Automobile,
29 Aerospace and Agricultural Implement Workers of America, 731 Dunn Road, Hazelwood,
30 Missouri 63042 and if to the Company to Plant Manager, Advance Business Solutions, Inc.,
31 2432 General Ogden Street, New Orleans, Louisiana 70118 or to such other address the
32 Company shall furnish the Union in writing.

ARTICLE 25 LIST OF HIRINGS, LAYOFFS, AND TRANSFERS

1 **Section 1.** The Chairman of the Shop Committee will be given details in writing on
2 employees laid off for lack of work after notification has been given to the employees, and
3 similar information on re-engaged employees after they have been re-hired. The information will
4 consist of the name, years of seniority (as such term is defined in Article 11), classification, and
5 the name of the Supervisor involved.

6 **Section 2.** The Local will also be given lists of new employees after they have been engaged,
7 their classifications and their Supervisor, and the Local will also be given details on transfers
8 which are made through the Personnel Office.

9 **Section 3.** The Company will provide the Financial Secretary of the Local Union, and/or the
10 Region 5 International Representative with a complete list of all employee then in the bargaining
11 unit and showing; the name, employee number, home address, continuous service date, seniority
12 date, classification, hourly rate, of each employee on such list. This information will be provided
13 upon request up to a maximum of four (4) times annually.

ARTICLE 26 DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

14 **Section 1.** This agreement shall become effective and binding as set forth in the Settlement
15 Agreement executed simultaneously herewith and shall continue in full force and effect until
16 11:59 p.m. October 25, 2014 and from year to year thereafter unless modified or terminated as
17 hereafter provided.

18 **Section 2.** This Agreement shall remain in full force and effect without change and without
19 reopening rights for any purpose by either party until midnight of October 25, 2014 This
20 Agreement shall automatically renew itself as of midnight October 25, 2014 for a period of one
21 (1) year and shall continue from year to year thereafter unless written notice of desire to
22 terminate or to amend any provisions of this Agreement other than those contained in this Article
23 is given by either party to the other not less than sixty (60) days, nor more than ninety (90) days
24 prior to October 25, 2014, or of succeeding years in which event this Agreement shall be open,
25 effective as of midnight October 25, 2014, or of October 25 of succeeding years, for termination
26 or amendments as the notice may indicate.

27 If such notice of desire to terminate or amend this Agreement is given, negotiations for a new or
28 amended Agreement shall begin not later than fifty (50) days prior to October 25, 2014, or of
29 October 25 of succeeding years and shall continue until an Agreement has been reached. During
30 such negotiations, this Agreement shall remain in full force and effect, provided, however, that if
31 an Agreement has not been reached by midnight of October 25, 2014, or of October 25 of
32 succeeding years, the Company or the Union may at any time thereafter give ten (10) days
33 written notice to the other intent to terminate this Agreement, and upon expiration of such ten-
34 day period, this Agreement shall terminate.

ARTICLE 27 SUCCESSOR CLAUSE

1 In the event that the Company shall merger, consolidate, sale of assets, lease, franchise or by any
2 other means enter into an agreement with another party of or individual which in whole or in part
3 affects the existing appropriate collective bargaining unit, then successor party, individuals or
4 assign shall be bound by this agreement. In such an event all employees at the time shall have
5 preferential rehire rights by seniority for positions with any successor company. The Company
6 shall have the affirmative duty to call this provision of the agreement to the attention of any such
7 party or individual with which it seeks to make such an agreement as aforementioned or to such
8 company as may win a bid to provide services at this facility.

ARTICLE 28 DRUG AND ALCOHOL TESTING PROGRAM

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

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

18 Management and the Union recognize the need for a partnership to successfully achieve a Drug-
19 Free Workplace. We look forward to the continued support of all teammates in meeting our goal
20 of achieving a workplace that is free of illegal drug use and alcohol use.

21 The published policy includes, but is not limited to: pre-employment testing, random testing, as
22 well as testing for reasonable suspicion, testing following an accident and testing upon return to
23 work for a positive drug or alcohol test.

24 Random testing includes both a breath test and a drug screen.

25 In the event an employee's test result for the breath test is between .02 - .039, a second test will
26 be administered. If the result is verified, the employee will be sent home for the remainder of the
27 day without pay. If the result is above .04 a second test will be administered. If the result is
28 positive, the employee will be offered the opportunity to immediately take a blood test or given
29 the option to resign. At that time the employee will be placed on unpaid administrative leave
30 pending the results. If the result is confirmed positive above the .04 level, the employee will be
31 terminated for cause. If the result is negative, the employee will recalled back to normal duty
32 and reimbursed for normal hours lost exclusive of any overtime or other additional pay.

33 If a challenged drug test is requested (no later than the close of business on the next business
34 day) after a positive analysis, the employee agrees to pay fees incurred from a second test of the
35 same sample performed by the contracted lab. If the second test is negative, the Company will
36 reimburse the incurred fees, normal wages, and benefits. The Union shall have the right to

1 inspect the testing lab and verify the chain of custody and, at no time shall the employee or
2 Union be asked to waive constitutional, common law or contractual rights.

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

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

8 Human Resources will notify the Chairman of the Union of the following:

- 9 • Notification of employees covered by this agreement after they have been notified
10 to take a random test.
- 11 • Notification of employees covered by this agreement sent for an alcohol/drug test
12 for reasonable suspicion and post accident.

ARTICLE 29 ATTENDANCE CONTROL POLICY

13 **Purpose:** To ensure employees understand that they are subject to disciplinary action if they fail
14 to control their attendance.

15 **Policy:**

16 Employees are expected to be at work as scheduled and on time. Poor attendance and tardiness
17 are costly and disruptive, and they place an unfair burden on other employees and supervisors.

18 When unable to report to work as scheduled, employees are required to notify their supervisors
19 prior to the start of the assigned shift in foreseeable instances but no later than one hour after the
20 start of the assigned shift in unforeseeable instances, and provide a justifiable reason for the
21 absence. Other absences should be scheduled with the supervisor as far in advance as possible.

22 Employees are subject to disciplinary action if they fail to notify their supervisors of an absence.
23 They are subject to immediate discharge if they are absent three consecutive workdays without
24 notifying their supervisors, or if they falsely represent an absence.

25 Supervisors will counsel employees whose attendance appears to be unsatisfactory.
26 Determination of unsatisfactory attendance is at the supervisor's discretion and may involve:

- 27 • Three or more short-term absences or tardiness of more than 15 minutes
- 28 • Absences for recurring disabilities of relatively longer duration.

29 If counseling fails, disciplinary action, as coordinated with Human Relations, will be taken.

30 Supervisors may request off-site investigations of absences through the Human Relations
31 organization, if they feel there is good reason to do so.

32 During the established workday hours, each employee is expected to be at the assigned work
33 area, and to take positive action to ensure that he/she can be located at either a designated

1 alternate work area or other temporary location in the event of any absence from the assigned
2 primary work area. Should it be necessary to leave the work area (MAF) for any reason prior to
3 the end of the workday, the employee shall notify supervision.

ARTICLE 30 DISCIPLINE

Section 1.

4 a. If an employee is given a reprimand in writing and a notation is placed on his service
5 record, he shall be given a copy of the reprimand provided he acknowledges in
6 writing receipt of such copy.
7

8 b. The employee will be presented the reprimand in writing within ten (10) days after
9 Management could have reasonably been expected to know of the incident prompting
10 the reprimand.

11 c. Disciplinary action may call for any of four steps; verbal warning, written warning,
12 suspension with or without pay, or termination of employment depending on the
13 severity of the problem and the number of occurrences. There may be circumstances
14 when one or more steps are bypassed. Progressive discipline means that, with respect
15 to most disciplinary problems, these steps will normally be followed: a first offense
16 may call for a verbal warning; a next offense may be followed by a written warning;
17 another offense may lead to a suspension; and, still another offense may then lead to
18 termination of employment. All instances must be documented. The Company and
19 the Union recognize that there are certain types of employee problems that are serious
20 enough to justify either a suspension or, in extreme situations, termination of
21 employment without going through the usual progressive discipline steps. By using
22 progressive discipline, we hope that most employee problems can be corrected at an
23 early stage benefiting both the employee and the Company.

24 d. Records of verbal warnings will be kept by the employee's supervisor for a period of six
25 (6) months from the date of issue. In-unit employees initial entries relative to verbal
26 reprimands made on their respective records. The employee's initialing of the record
27 is only an acknowledgement of receipt of the reprimand and is not to be construed as
28 an agreement to reprimand or the circumstances upon which it is based. In the event
29 the employee refuses to initial the entry, the respective Union representative will
30 initial it in the employee's stead. Records of written warnings will be kept in the
31 employee's personnel file for a period of one (1) year from the date of issue. Records of
32 suspension will be reviewed by the Company and if performance has improved, the
33 records will be removed after two (2) years from the date of issue. Disciplinary Action
34 Records (DAR) will be written and issued only by management.

35 **Section 2.** The Company reserves the right to reprimand, up to and including discharge, an
36 employee for any of the following major misconduct violations per company policy and
37 employee orientation document entitled, "Conditions of Employment".

1. Drinking on the job.
2. Being under the influence of alcohol or drugs on the job.

3. Possessing narcotics, open alcoholic containers or intoxicants on the premises.
4. Failing to return keys and ID cards on request.
5. Proven theft of personal property and/or client property.
6. Proven dishonesty.
7. Falsifying time cards or payroll records.
8. Physical violence or intentional damage to property.
9. Sleeping on the job.
10. Unauthorized duplication of keys.
11. Carrying illegal concealed weapons or ammunition.
12. Insubordination.
13. Intentional misconduct with company customer/client that affects the company's working relationship with them.
14. Unauthorized use of musical equipment such as "i pods" on-site during working hours.
15. Repeated warnings for wearing sagging pants.
16. Excessive absenteeism.
17. Unauthorized use of cameras or recording devices.
18. Misuse of government computers per NASA and or Company policy.

ARTICLE 31 RATE OF PAY

1 **Section 1.** The job classifications covered and the basic hourly rates of pay which employees
 2 will work and be paid during the term of this agreement, except as otherwise specifically
 3 provided, are listed in the schedule of job classifications and rates in Schedules A and B.

4 **Section 2.** Employees assigned to an alternate work week will receive \$1.25 per hour for up
 5 to eight (8) hours on any normally scheduled work day that occurs on a calendar Saturday or
 6 Sunday.

7 **Section 3.** Wages are identified in Schedule A and Schedule B. It is further understood that
 8 a lump sum payment will be made on November 5, 2010 in the amount of \$1,000.00 (subject to
 9 all applicable taxes and deductions) to each active employee (to include any employees on
 10 approved medical leave) covered by this agreement on the date of ratification, October 23, 2010.

ARTICLE 32 PAID TIME OFF

11 ***NOTE: Conversion of each employee's current leave accrual will change to the chart below***
 12 ***beginning the pay week of November 12, 2010.***

13 **Section 1. Paid Time Off**

14 Continuous service accumulated with prior MAF contractors will be counted in determining the
 15 amount of PTO for which an employee is eligible. In all other cases, service for PTO purposes will
 16 date from the employee's date of hire by the Company.

1 PTO Accrual rates will be as follows for all Regular Full-time employees:

YEARS OF SERVICE	NUMBER OF DAYS	ACCRUAL RATE PER WEEK
less than 5	10	1.5385
5 to less than 10	15	2.3077
10 or more	20	3.0769

2 Accruals will begin from first week of service and employees can use as it is accrued.

3 When an employee moves to the next higher level of accruals it is understood that the new accrual
4 rate will begin on the first day of the next full pay period.

5 Scheduling of PTO will be management's responsibility and shall take into consideration the
6 workload commitments of the organization. PTO must have been accrued prior to using. All
7 PTO requests should be made forty-eight (48) hours in advance.

8 Unscheduled PTO may be granted by management for all or part of a day for reasons of illness,
9 emergency or other unanticipated reasons deemed valid by management. Employees are
10 required to notify management prior to the start of the assigned shift in foreseeable instances but
11 no later than one (1) hour after the start of the assigned shift in unforeseeable instances, and
12 provide a justifiable reason for the absence.

13 Employees cannot use more than five (5) unscheduled PTO call-ins in a calendar year.
14 Employees exceeding five (5) unscheduled PTO call-ins will be addressed on a case-by-case
15 basis. In the event the employee brings in acceptable documentation for an unscheduled call-in,
16 that event will not count toward the five (5) allowable for the calendar year.

17 Employees on an approved medical leave through Human Resources will be allowed to use their
18 PTO. Employees will have the option to use PTO in part or whole to supplement any disability
19 income.

20 Any employee having accrued unused leave at the end of the calendar year shall have the
21 privilege of carrying such unused leave forward into the following calendar year. If unused leave
22 is carried forward, a maximum of 240 hours will be permitted. Any hours above will be paid out.
23 It is further understood that this period will be based on the first full pay period of the new calendar
24 year.

25 **Section 2. PTO Sellback** - Employees, who have a minimum of 120 hours of PTO accrued,
26 may request to sell back to the Company PTO in the calendar year in increments of forty (40)
27 hours. The request(s) may be submitted at any time during the calendar year as long as the
28 employee maintains a minimum of 80 hours of PTO accrued. Amounts paid for PTO
29 redemptions are subject to all applicable taxes and deductions.

30 All accrued PTO will be paid out upon termination/retirement.

31 All Regular Full-time employees are entitled to PTO.

32 Pay for PTO shall be based on the hours scheduled for a normal work week of 40 hours at the
33 straight hourly rate of the employee.

1 If an employee dies while on the payroll of the Company, payout of PTO shall follow the normal
2 payroll procedures.

3 Employees shall be provided each pay period an accounting of their PTO accrual on their pay stub
4 or other appropriate document.

5 **Section 3.** If more employees request PTO than can be granted in the same week, PTO will
6 be approved on the basis of staffing requirements, the date PTO was requested, and seniority, in
7 that order.

ARTICLE 33 HOLIDAYS

8 **Section 1.** Employees shall receive eight (8) hours pay at their straight time rate for the
9 followings holidays.

New Year's Day
Mardi Gras
Day After Mardi Gras
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve
Christmas Day

10 **Section 2.** If holiday falls on Sunday, it shall be observed on the following Monday. If a
11 holiday falls on Saturday, it shall be observed on the preceding Friday. In instances involving
12 consecutive day holidays falling on Friday and Saturday, the holiday falling on Saturday shall be
13 observed on the proceeding Thursday.

14 **Section 3.** If an employee is taking one week (40 hours) of approved PTO and a holiday falls
15 within that one week (40 hour) period, then the employee will receive eight (8) hours at their
16 straight time rate for the holiday. The employee's time card will reflect thirty-two (32) hours of
17 PTO and eight (8) hours of holiday.

ARTICLE 34 REPORT IN / CALL IN PAY

18 Minimum Hours Paid When Called to Work

19 When a regular employee is called to work on their scheduled day off, or after they have been
20 released from their normal shift, they shall be guaranteed a minimum of four (4) hours per day or
21 work for a four (4) hour period at the appropriate rate of pay.

ARTICLE 35 BEREAVEMENT

1 **Section 1.** In the case of death in the immediate family, an employee shall be granted a leave
2 of absence of up to three (3) days with pay at basic rate, provided that these days are regularly
3 scheduled work time.

4 **Section 2.** Immediate family shall be defined as the employee's parents, spouse, children,
5 legal step children, grandparents, grandchildren, siblings, step parents, step brothers and sisters,
6 foster parents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The employee
7 must furnish to the employer, proof of death and relationship of deceased to the employee before
8 payment can be received.

ARTICLE 36 JURY DUTY

9 An employee absent from work due to required jury duty will be paid for such lost hours at his
10 current straight time base rate up to a maximum of eight (8) hours per day, for each regular
11 workday the government body that summoned the employee for jury duty pays the employee.
12 Such payments shall be limited to ten (10) days in any one calendar year except for grand jury
13 where such payment shall be limited to thirty (30) days in any one calendar year.

14 Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled
15 shift if they serve more than four (4) hours on the day so assigned for jury duty. All other
16 employees must report for work provided there are more than four (4) hours available on their
17 shift either prior to their scheduled report time for jury duty or after their release from jury duty
18 (one (1) hour travel time permitted to respond to work after release). Alternate shift employees
19 summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the
20 time required to serve. Fees received for jury duty will not be deducted from such pay. The
21 employee will furnish to the Company evidence satisfactory to the Company showing the
22 performance of jury duty that meets the requirements of this Article.

ARTICLE 37 INSURANCE

23 **Section 1.** The provisions of this article shall be applicable to all employees who have
24 completed thirty (30) calendar days of their probationary period.

25 **Section 2.** During the term of this agreement, the Company shall maintain a program of
26 benefits provided by a third party administrator.

27 **Section 3.** The Company will provide "employee only" coverage at no cost to the employee.
28 The employee will have the option to purchase additional insurance for their spouse and/or
29 children.

30 **The Company will maintain current benefit levels, 100% paid by the Company as follows:**

- 31 • Prescription drugs are provided within the Company insurance product.
- 32 • Vision insurance is provided within the Company insurance product.
- 33 • Dental care is provided within the Company insurance product.
- 34 • Life insurance coverage for the employees at \$20, 000.

ARTICLE 38 TUITION REIMBURSEMENT

1 The Company supports a comprehensive training and education program to develop, increase, or
2 upgrade employee skills. One aspect of the program is the Undergraduate and Graduate Study
3 program. This includes undergraduate and graduate level courses taken for credit on campus or
4 by extension through educational institutions, and undergraduate senior-level courses that are a
5 requisite part of the prescribed curriculum for the graduate degree the employee is pursuing.
6 When involved in an approved program the employee pays for all courses and is reimbursed by
7 the Company after successful completion of coursework. The maximum payment in any
8 calendar year is \$2,500 per employee.

1 IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of October
2 2010.

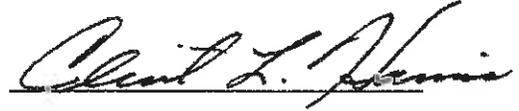
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4 ADVANCE BUSINESS SOLUTIONS
5 ENTERPRISES, INC

UAW AND ITS LOCAL 1921

6 BY:

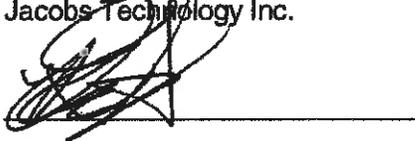
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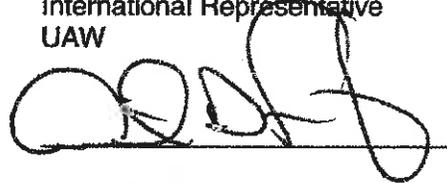
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10 Michael Dawson
11 Vice President, GM, MSFOC
12 Jacobs Technology Inc.

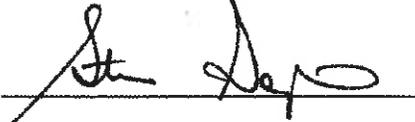
Clint Harris
International Representative
UAW

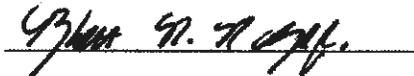
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16 Ron Ealey
17 President
18 Advance Business Solutions Enterprises, Inc

Arthur D. Fauver
President
Local 1921 UAW

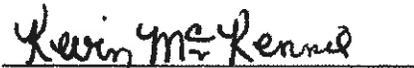
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22 Steven Iapicco
23 Manager, Labor Relations
24 Jacobs Technology Inc.

Rhett Ralph
Chairman
Local 1921 UAW

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28 Ronald B. Kent
29 Human Relations Manager, MSFOC
30 Jacobs Technology Inc.

Kevin McKinney
Committeeman
Local 1921 UAW

SCHEDULE A

(Applies to current employees)

Classification	Nov 2010 - Apr 2011	May 2011 - Apr 2012	May 2012 - Apr 2013	May 2013 - Apr 2014	May 2014 - Oct 2014
Lead HAZMAT Waste Hand	\$19.71	\$20.10	\$20.50	\$20.91	\$21.54
HAZMAT Waste Hand	\$17.00	\$17.34	\$17.69	\$18.04	\$18.58
Heavy Equip Op	\$17.76	\$18.12	\$18.48	\$18.85	\$19.41
Heavy Equip Op	\$15.32	\$15.63	\$15.94	\$16.26	\$16.75
Lead Grounds Maint Laborers	\$15.32	\$15.63	\$15.94	\$16.26	\$16.75
Grounds Maintenance Operators	\$14.38	\$14.67	\$14.96	\$15.26	\$15.72
Grounds Maintenance Operators	\$13.88	\$14.16	\$14.44	\$14.73	\$15.17
Grounds Maintenance Laborers	\$11.81	\$12.05	\$12.29	\$12.54	\$12.92
Grounds Maintenance Laborers	\$11.88	\$12.12	\$12.36	\$12.61	\$12.99
Lead General Laborers	\$13.88	\$14.16	\$14.44	\$14.73	\$15.17
General Laborers	\$11.81	\$12.05	\$12.29	\$12.54	\$12.92
Pest Control	\$17.51	\$17.86	\$18.22	\$18.58	\$19.14
Lead Small Engine Mechanic	\$21.03	\$21.45	\$21.88	\$22.32	\$22.99
Small Engine Mechanic	\$15.93	\$16.25	\$16.58	\$16.91	\$17.42
Lead Movers	\$15.82	\$16.14	\$16.46	\$16.79	\$17.29
Lead Movers	\$15.32	\$15.63	\$15.94	\$16.26	\$16.75
Movers	\$13.88	\$14.16	\$14.44	\$14.73	\$15.17

SCHEDULE B

(Applies to Future actions)

Classification	Nov 2010 - Apr 2011	May 2011 - Apr 2012	May 2012 - Apr 2013	May 2013 - Apr 2014	May 2014 - Oct 2014
Lead HAZMAT Waste Hand	\$18.70	\$19.07	\$19.45	\$19.84	\$20.44
HAZMAT Waste Hand	\$17.00	\$17.34	\$17.69	\$18.04	\$18.58
Heavy Equip Op	\$15.32	\$15.63	\$15.94	\$16.26	\$16.75
Lead Grounds Maint Laborers	\$15.27	\$15.58	\$15.89	\$16.21	\$16.70
Grounds Maintenance Operators	\$13.88	\$14.16	\$14.44	\$14.73	\$15.17
Grounds Maintenance Laborers	\$11.81	\$12.05	\$12.29	\$12.54	\$12.92
Lead General Laborers	\$12.99	\$13.25	\$13.52	\$13.79	\$14.20
General Laborers	\$11.81	\$12.05	\$12.29	\$12.54	\$12.92
Pest Control	\$14.63	\$14.92	\$15.22	\$15.52	\$15.99
Lead Small Engine Mechanic	\$21.03	\$21.45	\$21.88	\$22.32	\$22.99
Small Engine Mechanic	\$19.12	\$19.50	\$19.89	\$20.29	\$20.90
Lead Movers	\$15.27	\$15.58	\$15.89	\$16.21	\$16.70
Movers	\$13.88	\$14.16	\$14.44	\$14.73	\$15.17