

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**Lockheed Martin Information Systems and Global Services on the
Test Operations Contract at Stennis Space Center (SSC)**

AND



**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO**

AND ITS

LOCAL LODGE 2249

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ARTICLE I RECOGNITION

Lockheed Martin, GHG Corporation and Diversitech Incorporated, during the life of this Agreement, recognize the Union as the exclusive representative of all full time and regular part time TOC employees whose classifications are listed in Appendix A, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment (reference National Labor Relations Board Case Number 15-RC-8664 dated 01 June 2006).

ARTICLE 2 RIGHTS OF MANAGEMENT

Section 2.1 Company Policies and Procedures. The management of the Companies and the direction of the work force are vested exclusively in the Companies subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Companies in accordance with such policy or procedure as the Companies from time to time may determine.

Section 2.2 Retention of Rights. Unless this Agreement specifically and expressly provides the Union and/or employees in the bargaining unit rights which limit Management decision making, the Companies retain all rights of management they had before this Agreement, the management of the facilities and the direction of the work force are exclusively vested in the Companies.

This includes, but is not limited to, the right:

- (a) to make, change and enforce rules as well as promulgate new rules and change existing rules for the maintenance of discipline;
- (b) to promote and demote;
- (c) to transfer;
- (d) to hire;
- (e) to retire;
- (f) to suspend;
- (g) to layoff under circumstances it determines appropriate;
- (h) discipline or discharge for just cause;
- (i) to assign employees to participate in ad hoc groups in support of customer requirements, tiger teams, improvement teams, and investigations;
- (j) to determine how best to comply with the requirements of our customers, and the implementation of changes necessary for customer satisfaction.

Section 2.3 Operations Changes. The Companies shall be the judge of all matters pertaining to the location of operations, the size of the workforce, hours of work, whether to shut down permanently or temporarily any operation in whole or in part, production schedules, and the

methods, processes and means of manufacture or servicing and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities. Companies' policies, procedures, organization, assignments of Managers, may be revised by the Companies as deemed necessary by management.

Section 2.4 Performance & Recognition. The Companies shall be the judge of employee performance and reserve the right to formalize a performance assessment system.

Section 2.5 Interference. Nothing in this agreement shall interfere with the Companies' ability to meet TOC commitments, including proposal objectives, customer expectations, and Company practices already in-place.

ARTICLE 3 UNION AND COMPANY RELATIONS

Section 3.1 Union Activity During Working Time. There shall be no discrimination, coercion, interference, harassment or restraint by the Companies against any employee because of Union activity or membership in the Union. The Union will not harass, coerce, or intimidate employees into becoming members of the Union. There shall be no interference with Company operations. There shall be no solicitation or promotional Union activity on Company time, except as otherwise provided in this Agreement.

Section 3.2 Strikes and Lockouts. The Union agrees that during the terms of this Agreement and regardless of whether an unfair labor practice is alleged:

- (a) There will be no strike, stoppage or slow-down, sit-down, primary or secondary boycotts, refusal to handle or deliver any merchandise, raw materials, goods, services and processed or finished products, picketing or walk-out of any kind, sympathy or general strikes, or any other interference with any of the operations of the Companies,
- (b) The Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location or normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause shall be subject to discipline,
- (c) The Companies agree that during the term of this Agreement there will be no lock-out of employees covered by this Agreement,
- (d) Any claim by the Companies that the Union has violated this Section 3.2 shall not be subject to the grievance procedure or arbitration provisions of this Agreement and the Companies shall have the right to submit such claim to the courts,
- (e) The Companies have the right to discipline, up to and including discharge, any employee who either instigates, encourages, participates in, or gives leadership and/or support to any of the activities encompassed in sub-section (a) of this Article. The Companies' discipline in this regard is within the discretion of the Companies and is not subject to the Grievance Procedure. However, an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such activities may be subject to the Grievance Procedure, and

(f) In the event the employees should engage in any activity in violation of the provisions of Section 1 hercof, the International and Local No. 2249 shall immediatcly take all affirmative action legally available to prevent and stop any such illegal activity that occurs, including, but not limited to, immediatcly instructing the involved employees in writing that their conduct is in violation of this Agreement; that they may be disciplined up to and including discharge.

Section 3.3 Business Representatives - Access to Work Areas. The Business Representative of the Union shall have access to Stennis Space Center (SSC) during working hours for the purpose of conducting legitimate Union Business pertaining to this Agreement including, but not limited to, the investigation and advising in the handling of grievances, and the Companies will not impose regulations which will render the intent of this provision ineffective. The necessary SSC badges and credentials will be available to the Business Representative during working hours. The Companies maintain the right to restrict access to Test Areas. Access will be given to non-restricted areas and a meeting place will be provided. The Union shall keep the TOC Human Resources Business Partner currently informed in writing of the name of the accredited Business Representative.

Section 3.4 Shop Stewards. The Union may not exceed, except by mutual agreement, five (5) employees as shop stewards, one of whom shall be the Chief Steward. The Union shall keep the TOC Human Resources Business Partner currently informed in writing of the names of the accredited shop stewards. The Union may also select one (1) alternate for the Chief Steward, and one for the Representative, but the alternate shall not function as the Chief Steward or Representative except in the absence from the plant or location (clocked out) of the regular Representatives. For the purposes of this paragraph, a Representative who is specifically assigned out of the geographic area for at least one (1) full shift shall be deemed clocked out and during such period the alternate may function.

Upon approval of the Manager, the Companies will authorize up to thirty seven and one half (37.5) hours (in total for all stewards) per week to perform steward duties without loss of pay. Authorization shall not be unduly withheld. This time may be extended by management at the request of the Steward if special circumstances arise.

Section 3.5 Manager and Employee Discussions. Nothing in this Agreement is intended to abridge the right of a Manager to privately discuss with any employee under his Supervision topics pertinent to the work place, including but not limited to, the employee's job performance.

Section 3.6 New Employee Introduction. A Union official will be given an opportunity to meet with newly hired Collective Bargaining Unit (CBU) employees during new employee orientation to answer questions about the Union. Such meetings will be limited to fifteen (15) minutes and such time will not be included in the thirty seven and one half (37.5) hours per week allotted to the Stewards to conduct Union business.

Section 3.7 Union Security. For the convenience of the Union and employees who are members of the Union, the Companies agree to deduct regular weekly Union dues and or initiation,

reinstatement fees from the wages of each employee who authorizes such deduction as provided for herein.

An employee who desires the Union dues to be deducted from his wages shall submit a fully executed authorization form to the Companies, as approved by the parties, signed by said employee from whose wages deductions are to be made as provided for therein.

Deductions shall be made for the regular weekly Union dues of each employee in the bargaining unit for whom the above authorization has been received effective the first full pay period after an employee's authorization is received. Deductions shall continue weekly in like manner thereafter.

Deductions shall be remitted monthly to the designated Financial Officer of the Union not later than twenty (20) days after the last weekly deductions have been made each calendar month. The Companies shall furnish the designated Financial Officer of the Union with a monthly record of those for whom deductions have been made.

An employee's authorization for dues deduction shall automatically be voided upon his transfer outside the bargaining unit.

Temporary employees are exempt from this section. On call employees shall have minimum dues deducted and remitted to the Union in accordance with this article.

Section 3.8 Discharge and Discipline.

3.8 (a) Just Cause. No employee shall be discharged, suspended, demoted, or otherwise disciplined without just cause. Any employee who has been discharged shall be granted an interview with his Union Steward or Committeeperson, before he is required to leave the premises, unless circumstances necessitate the employee's immediate removal from the premises.

3.8 (b) Disputes. Should there be any dispute between the Companies and the Union concerning the existence of cause for discharge, demotion or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions of this Agreement.

Section 3.9 Labor Management Meetings. Both parties agree that holding labor management meetings to facilitate open communication between the Companies and Union is important. Either party can request a meeting in writing with the other. Every attempt should be made to meet at the earliest opportunity.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1. Grievance Procedure.

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the Union, the employee, and the Company.

For the purpose of this Agreement the term grievance means any differences arising between the Company and the Union, or an employee, involving the interpretation or application of the terms of this Agreement.

Whenever an employee covered by this Agreement has instituted a grievance as described below or wishes to institute a grievance, the Union Steward and/or the Union Committeeperson responsible for that employee's work area shall be permitted to leave his/her work area to adjust the matter. An employee may inform the Union that he does not desire Union representation which request shall be honored; however, such a request shall not deprive the Union of the right to be present and participate at all stages of the grievance procedures.

The Union Representative must secure permission from his Manager prior to his departure during working hours. It is understood that stewards should be released to perform union duties in as expeditious manner as possible and will not be unduly delayed. Further, the stewards will be released no later than two (2) hours prior to the end of the shift to investigate grievances, as needs dictate, unless an extremely critical operation situation is identified. If the Union representative must enter a work area other than his own in fulfillment of his duties, he shall notify the Manager in that area of his presence and purpose. The Manager shall allow the Union Representative to discuss the matters with the affected employee and such discussion shall not be unduly delayed.

Upon the request of an employee or the Union Representative, the Manager shall permit the Union Representative and the affected employee to discuss matters relating to a complaint or grievance in private. Time spent in investigating and adjusting grievances by Union Representatives and employees during working hours shall be limited to a reasonable period of time which the parties hereto would not normally expect to exceed 30 minutes to an hour per investigation.

Step 1. (Oral) A grievance shall be raised by the aggrieved employee with Union Representation which would normally be the employee's area Steward/ Committeeperson, presenting the facts and issues in connection with the grievance to the aggrieved employee's Manager. The initial raising of a grievance must be done within five (5) working days of the occurrence of the facts that give rise to the grievance, or else it shall be considered waived. Employees raising a grievance shall cite the Article of the Collective Bargaining Agreement that has been violated. The Manager shall have five (5) working days in which to advise the employee, and the Union Representative of his decision in connection with the grievance. Should this fail to settle the grievance, then:

Step 2. The grievance shall be reduced to writing by the Union Representative and the aggrieved employee and be presented to the Manager or his designated representative

within five (5) working days by the Union Representative and the aggrieved employee, or else it shall be considered waived. Grievances or disputes affecting the employees in a Unit as a whole may be initiated by the Union by presenting it in writing to the Manager, or his authorized representative within seven (7) working days of the occurrence of the facts giving rise to the grievance or else it shall be considered waived. The Manager or his designated representative shall answer in writing within five (5) working days. Should this fail to settle the grievance then:

- Step 3. The grievance shall be presented to Human Resources or his designated representative within five (5) working days of the answer of the Manager or his designated representative or else the grievance shall be considered waived. A conference shall then be expeditiously arranged and held within fifteen (15) working days, which period may be extended by mutual agreement, between Human Resources and a designated Union representative. Human Resources shall have ten (10) working days in which to answer the grievance in writing. In the event that this conference fails to settle the grievance amicably, the Union may refer the matter to arbitration.

Section 4.2. Company Grievances.

The Company shall have the right to file grievances alleging violations by the Union of the Collective Bargaining Agreement.

Section 4.3. Arbitration Procedure.

Any grievance not adjusted in the normal manner or any dispute between the Company and the Union involving the interpretation or application of this agreement shall be referred to arbitration as herein provided.

The Company and Union will make every attempt to mutually agree upon an arbitrator to hear any case before submitting to the Federal Mediation and Conciliation Service.

In the event the parties are unable to agree on an arbitrator, the Union may request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to the parties. If the parties agree and select an arbitrator, the arbitrator's name will be sent to the Federal Mediation and Conciliation Service. In the event the parties cannot agree on an arbitrator, the choice shall be made by the alternate strike method. The person whose name is not struck shall be named as arbitrator. The determination of who goes first shall be made by tossing a coin. After a case on which the arbitrator is empowered to rule hereunder has been referred to said arbitrator, it may not be withdrawn by either party except by mutual consent.

The function of the arbitrator shall be to determine controversies arising out of or within this Agreement and the Arbitrator shall have no power to arbitrate away in whole or in part, or to add to or subtract from, or to change any of the terms or provisions of this Agreement. Arbitration hearings shall be heard at a location and date mutually agreed upon by the parties.

The arbitrator shall render a decision, signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Company.

Regardless of the outcome of any matter submitted to arbitration, the costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fee and expenses.

The costs of any additional services required by either party shall be borne by the party requesting these additional services. The cost of requests for arbitration panels shall be shared equally between the parties. If employees or other witnesses are called by the Company the Company will reimburse them for time lost. If employees are called in as witnesses for the Union, the Union will reimburse them for time lost.

Any grievance not presented, processed to adjustment or scheduled for arbitration as provided in this article within six (6) months of the date of the alleged contract violation shall be waived. The time limitations set forth in this article may be extended by mutual agreement of the parties.

ARTICLE 5 SENIORITY

Section 5.1 Definitions. The term seniority is defined as including the whole span of continuous service with the Company and predecessor employers in the performance of work covered under the Collective Bargaining Agreement. Seniority shall be applied prospectively. An employee who is transferred into the bargaining unit from another Company site shall establish a new seniority date, which is the date the transfer is effective. Employees transferring in from another Company site shall retain their original benefit date.

The seniority list will be posted on the Union bulletin board for a period of thirty (30) days upon publication of this Agreement during which period any employee covered by this Agreement shall advise his Union Representative of any alleged inaccuracy and it shall be the duty of the Union to advise the Companies if any change is required in the seniority list. Once an employee agrees that his seniority is correct by affixing his initials by his seniority date, it shall not be changed in any subsequent review.

Individuals becoming employees covered by this Agreement after finalization of the attached seniority list shall be added to the list according to the time that each became an employee covered by the Agreement. Effective upon ratification the relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the lowest last four (4) digits shall be deemed the senior.

The seniority date for a temporary employee will always be the date they become a regular employee.

Section 5.2 Determination of Seniority.

5.2(a) Probationary Employees.

5.2(a)(1) For the first ninety (90) days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be established as of ninety (90) days prior to the completion date of his probationary period. This period may be extended by mutual agreement between both parties.

5.2(a)(2) During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Companies. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

5.2(b) Seniority During Periods of Layoff. Subject to the provisions of Section 5.4 of this Article, employees who are laid off shall accumulate seniority during such periods of layoff.

Section 5.3 Temporary Transfers/Reclassifications.

5.3(a) Transfers Out of the Bargaining Unit. Temporary transfers outside the bargaining unit for ninety (90) days shall be permitted, without loss of seniority. All other transfers associated with non-bargaining unit employees shall result in the loss of bargaining unit seniority. If an employee is temporarily transferred/ reclassified from the Bargaining Unit for a period not to exceed ninety (90) working days or such longer period as may be mutually agreed upon by the Companies and the Union, in writing, the employee shall retain and accumulate seniority in the classification in the same Bargaining Unit from which transferred/ reclassified during the period of such temporary transfer.

5.3(b) Transfers Within the Bargaining Unit. If an employee is temporarily transferred from an occupation in the Bargaining Unit to another, and such transfer exceeds thirty (30) days, the parties will agree to meet to discuss a plan to address the temporary transfer. Such assignments shall take precedence over all recalls, promotions or shift transfer requests in the affected classification.

Section 5.4 Loss of Seniority. Seniority shall be lost by the occurrence of any of the following:

Seniority will be lost whenever the employee covered by this Agreement:

- a. Voluntarily terminates his employment, is discharged, or fails to apply to return to work at the termination of an authorized leave of absence.

- b. Is absent from work because of personal illness or accident and fails to keep his manager notified monthly stating the probable date of his return to work.
- c. Is laid off for a period of more than twenty four (24) months.
- d. Is notified within twenty four (24) months from date of layoff that he may return but fails to respond within five (5) working days and arrange a mutually satisfactory date for re-employment.
- e. Retirement.
- f. Failure to keep the TOC Human Resources Business Partner informed, by certified or registered mail, of proper mailing address and name changes after layoff.
- g. Quit, including absent without leave.
- h. Discharge for just cause.
- i. Laid off employees shall be called back to work in accordance with their job family group, classification and then seniority, provided that they are immediately qualified to perform the available work. The Companies shall notify them in writing, by registered mail forwarded to the employee's last known address on the Companies' records. Failure to comply with provisions of Section 12.8(a) will result in automatic loss of seniority and the Companies will be relieved of any obligation to reinstate the employee. It is the sole responsibility of the employee to keep the TOC Human Resources Business Partner properly informed as to their current address.
- j. Employees who refuse placement in their last Bargaining Unit classification at time of layoff or reclassification from their non-bargaining unit occupation, which refusal must be in writing, shall lose all seniority in the Bargaining Unit.

**ARTICLE 6
WORKWEEK, HOURS OF WORK, SHIFTS**

Section 6.1 Definition of Workday and Workweek.

6.1(a) Each employee shall be assigned to a definite shift with designated times of beginning and ending. The shifts each shall be eight-hour and thirty-minute (8 ½ hours) periods which shall include a thirty-minute unpaid lunch period. The thirty-minute unpaid lunch period shall be within a time frame of three (3) hours after the regular start time and three (3) hours before the end of the regular shift. If an employee does not get the lunch period within this timeframe, they may at their option choose to either forego lunch and get paid for it or take the half hour when operations permit.

6.1(b) Workday and Workweek. For the purpose of computing overtime pay of each employee on a standard workweek, the workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at the regular starting time of an employee's assigned shift. The workday shall begin each calendar day at the regular starting time of the employee's assigned shift and end twenty-four consecutive hours later, with the exception that a workweek will not extend into the assigned start time of the next workweek.

Workweek: A workweek shall consist of seven (7) consecutive twenty-four hour periods, beginning on Monday and extending through Sunday.

The workweek for Lockheed Martin, GHG Corporation and Diversitech, Inc begins Monday for the standard workweek and overtime.

Payweek: A payweek is seven consecutive days beginning with Monday, extending through Sunday.

Pay Period: A pay period is a pay week beginning on Monday of the first (1st) pay week and ending on Sunday of the pay week.

6.1(c) Normal Workweek Schedule. A normal work schedule shall consist of five (5) workdays, Monday through Friday with two days of rest (Saturday [1st day of rest] and Sunday [2nd day of rest]), except for those employees designated who regularly work on Saturday and/or Sunday, whose normal work schedule shall consist of five consecutive workdays followed by two (2) days of rest, which shall be treated as their Saturday [1st day of rest] and Sunday [2nd day of rest], in that order.

6.1(d) Non-standard Workweek. A non-standard workweek shall consist of five (5) workdays, with two (2) days of rest on other than Saturday and Sunday.

6.1(d)(1) The Companies shall have the right to assign personnel a non-standard workweek when necessary.

6.1(d)(2) It is further understood and agreed that employees will remain on the non-standard workweek schedules for at least fourteen (14) calendar days. If an employee on a non-standard workweek wishes to return to a regular Monday through Friday workweek they may file a written request to do so. If an employee does change per the above, they must wait at least six (6) months to put in another request.

6.1(e) Split Workdays. When it is necessary to work an employee on a split workday during the first five days of the workweek [i.e., the Companies send the employee home prior to completion of eight (8) hours work and then directs the employee to return during the same workday] the employee's pay will be calculated at straight time for up to eight (8) hours worked if that work is performed within an eight (8) hour period which begins with the employee's start time that day. Opportunities for split workdays will be administered per the overtime wheel. Qualified employees with the lowest credited overtime will be given preference.

EXAMPLE: Employee is assigned to first shift (7:00 a.m. to 3:30 p.m. including a ½ hour unpaid lunch). He starts his shift at 7:00 a.m. and at 9:00 a.m. the test he is supporting is put on hold for issues unrelated to his skill set. The determination has been made that the test will resume at 3:00 p.m. and he will be required to support. He is sent home by management at 9:00 a.m. and told to report back to work at 2:30 p.m. to support the test. He will charge a total of three (3) hours to his regular rate of pay (7:00 a.m. to 9:00 a.m. = 2 and 2:30 p.m. to 3:30 p.m. = 1). The test is completed and the employee is sent home at 8:30 p.m. (five (5) hours). The rate of pay for the five (5) hours is at the premium rate charged to the test support. He has worked a total of eight (8) hours for the day.

Section 6.2 Shift Hours. Shift hours of employees in the Bargaining Unit Shall Be:

First (1 st Shift)	Shift beginning normally 7:00 a.m.
Second (2 nd Shift)	Shift beginning normally 3:30 p.m.
Third (3 rd Shift)	Shift beginning normally 11:00 p.m.

The Customer requires flexibility with work shifts. The Companies reserve the right to adjust shift start/stop times with as much advance notice as possible.

In the event the employee is given notice of a change in shift time for the next week before 12:00 pm (noon) on Thursday of the prior week of the requested change, the Companies have the right to send the employee home after completing eight (8) hours of work. If less notice is given, the employee can exercise his right to work to the end of his normally scheduled shift or leave after completing eight (8) hours if the workload allows.

Section 6.3 Paid Time Off. Paid time off (PTO) shall be established for all employees, effective as soon as administratively practical. The paid time off will be based upon the current accrual of vacation time plus 80 hours of sick time.

6.3(a) Paid Time Off Accrual. There is no accrual of paid time off credit while on a leave of absence. Credit will be given for the employee's total length of service which is continuous with the Company, and other predecessor Contractors who performed similar work at Stennis Space Center.

6.3(b) Eligibility Conditions. The paid time off service date will be the date of last hire by the Company or predecessor Contractor at Stennis Space Center, when service was continuous, or the most recent rehire date following a termination. When an employee moves to the next higher level of accruals it is understood that the new accrual rate will begin on the first day of the next full pay period.

6.3(c) Paid Time Off Accrual Rate*: PTO will be pro-rated on a monthly basis. PTO accrual rates will be as follows for all regular-full time employees:

0 Year – 4 Years: 160 hours per year (20 days per year; 13.33 hours per month)
5 Years – 10 Years: 200 hours per year (25 days per year; 16.66 hours per month)
10 Years – 15 Years: 220 hours per year (27.5 days per year; 18.33 hours per month)
15 Years or More: 240 hours per year (30 days per year; 20 hours per month)

*Includes hours paid for the following: Paid time off, holiday, military duty, jury duty/court appearance pay

Employees will be eligible to carryover up to 400 hours per year. Employees cannot accrue more than 400 hours at any given time.

6.3(d) Paid Time Off Award. Paid time off will be paid at the employee's working base rate, not to exceed forty (40) hours per week. Accrued paid time off may be taken at a time mutually agreeable between the employee and the Company. Paid time off may be taken as it is accrued, immediately commencing from the employee's date of hire, in increments as small as tenth (0.1) of an hour.

6.3(e) Use of Paid Time Off Credits. Paid time off credits are to be used in units equal to the scheduled hours in the employee's normal workday; however, paid time off credits may be used in lesser amounts to permit a partial day absence.

6.3(f) Scheduling. Scheduling PTO will be management's responsibility and shall take into consideration the workload commitments of the organization. PTO must have been accrued prior to using such time. All PTO requests should be made in advance. Employees will be required to take legacy sick and or 80 hours of PTO in advance of short term disability, long term disability and leaves of absence.

Unscheduled PTO may be granted by management for all or part of a day for reasons of illness, emergency or other unanticipated reasons deemed valid by management.

6.3(g) PTO Options. Employees will have the option to donate PTO, in lieu (if accrued) in the event of a severe financial hardship as noted by Company policy (subject to amend,

modify, terminate). PTO cannot be paid out while on a LOA, STD or LTD. Employees will have the option to donate PTO, consistent with the Company policies associated with vacation donation (subject to amend, modify, terminate).

6.3(h) Termination. An employee who is removed from the active payroll shall be provided pay-in-lieu of paid time off for all accrued PTO credits in his account, regardless of reason for termination subject to all reimbursements the employee owes the Company.

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

Legacy Sick leave will not be paid out upon termination. Legacy Sick leave will be administered separately from PTO.

6.3(i) Legacy Sick Leave. The Company will honor the Legacy Sick Leave balances. Employees will not accrue additional Legacy Sick Leave.

An employee removed from the active payroll, regardless of reason, shall not be paid for unused Legacy Sick Leave.

6.3(j) Flex Time. At the employee's option, with Manager approval, he may voluntarily flex his schedule on a daily basis to meet personal needs such as Doctor's appointments and childcare arrangements. An employee may choose this option to avoid using paid time off to meet the required 40-hour workweek. To exercise this option, an employee will request this option in writing, in advance, and the Manager may approve as meets scheduling needs and customer requirements.

The Company and Union agree this is a voluntary program, not subject to the grievance procedure, and will not result in additional compensation including shift differential pay, overtime, special operations pay, and emergency non-scheduled duty pay.

ARTICLE 7 OVERTIME PAY

Overtime Work

The Companies shall make a reasonable effort to fill overtime requirements on a voluntary basis within the job family group and classification before making overtime mandatory.

Section 7.1 Double Time Pay. Double time [i.e., two (2) times working rate] shall be paid for all hours worked in excess of twelve (12) hours in any given workday.

7.1 (a) Holiday. Each employee shall be paid double time [i.e., two (2) times working rate] for all hours worked on any Holiday granted under the provisions of Article 15 in addition to receiving Holiday pay. Where employees work into the Holiday as an extension of their regular assigned shift on the workday preceding the holiday, work performed within the Holiday period defined in Article 15 as an extension of such regular shift, will be paid at time and one-half (1 ½) and such payment will not be deducted from the employee's holiday pay granted under Article 15.

Section 7.2 Time and One-Half Pay. When the Companies determine that an employee must perform work on an overtime basis, the following shall apply: overtime at time and one-half [i.e., one and one-half (1 ½) times working rate] shall be paid for time in excess of 8 hours worked in a workday. Overtime will be assigned to employees that are performing the work on straight time. In the event the overtime requirements cannot be filled with volunteers, the qualified employee with the least seniority will be assigned.

7.2(a) Sixth and Seventh Workday (1st and 2nd day of Rest). Time and one-half (1 ½) shall be paid for all hours worked on the sixth (6th) and seventh (7th) [1st and 2nd day of rest] workday, as such, in the employee's workweek.

Section 7.3 Daily Overtime. Employees shall be paid time and one-half (1 ½) for all hours worked in excess of eight (8) in any one (1) workday except as defined in Section 6.1(e).

Section 7.4 Temporary/ TDY Employees. Temporary employees or employees on TDY to this site will not be scheduled for overtime work until regular employees in that job classification have been offered the overtime.

Section 7.5 General Rules Pertaining to Computation of Overtime Pay.

NOTE: All hours worked and Holidays will count toward computation of overtime pay.

7.5(a) Pyramiding of Rates. Overtime or premium rates shall not be pyramided on any workday. All parties agree that overtime and paid time off cannot be charged on the same workday.

7.5(b) Holidays. Whenever one of the holidays specified in Article 15 falls on a regularly scheduled workday and the Holiday is granted, such day shall be considered as a day worked for the purpose of computing overtime pay.

Section 7.6 Rotation of Overtime. Overtime work shall normally first be offered, within a job family group and classification to employees who are performing the work on straight time (job continuity). In the event additional employees are required to perform such overtime work, the Companies will select qualified employees from other job family groups to perform such overtime work. Such selection shall be in order from such other job family group's overtime list based on credited overtime hours. Weekend overtime will be offered to the most senior, qualified employee except when job continuity would be required. The parties agree to utilize a weekly equalization policy in the distribution of overtime work. Overtime balances will be zeroed out (true zero) on June 5, 2011. When overtime hours for employees are zeroed-out (true zero), the employee with the fewest OT hours immediately preceding the zeroing out will be placed first on the overtime list. It is understood that this is a one-time event.

7.6(a) If it is alleged that there has been an improper distribution of overtime, a grievance may be filed in Step 1. If it is found in the investigation that the overtime was not distributed in accordance with this Agreement, the employee will be given the opportunity by management to perform the next available overtime for which he is qualified. Management will not, however, reschedule other employees who have already been scheduled for overtime.

Section 7.7 Equalization of Overtime.

7.7(a) An employee will only be offered overtime work once for each 24-hour period until all other employees in the same job family are offered overtime, in the order that it occurs. If two or more employees are equal, then the most senior employee will have first preference. However, an employee who does not have a low number of credited overtime hours may be assigned overtime (1) in order to maintain job continuity, or (2) to meet qualification requirements, (3) to maintain compliance with the constraints imposed by NASA overtime policies, or (4) when an employee is on a temporary duty assignment.

7.7(b) When someone is disqualified, per Section 7.7(a) they will not be credited as having worked the overtime.

7.7(c) During normal working hours employees who are present will be offered the overtime first. If an eligible employee refuses an offer of overtime, cannot accept overtime due to absence for any reason other than pre-approved paid time off of five (5) days or more, has authorized military training of five (5) days or more but not to exceed ten (10) work days, refuses overtime when contacted, or cannot be contacted by one telephone number outside of his regular working hours, he will be charged with, but not paid for, the scheduled overtime hours (to the nearest whole hour) he would have worked, up to a maximum of 24 hours per day.

7.7(d) When overtime has been offered to all available employees within the job family group, classification and shift, and the required number of employees have not accepted the overtime offered, the Companies may make overtime mandatory. The person with the lowest number of hours shall be forced. Should two or more qualified employees be

equally low, the employee with the least seniority shall be forced. An employee forced to work overtime will be charged once for refusing and again for the force. Notice for mandatory overtime will be given with as much notice as possible.

7.7(e) An employee hired or transferred will be credited with the same number of hours as the employee with the highest number of hours on the list.

7.7(f) Employees when returning from a temporary shift transfer as defined in Section 12.9 will have the overtime hours worked on the temporary assignment added to their pre-assignment hours.

7.7(g) When a qualified employee is temporarily transferred to another job family, he will continue to participate in overtime opportunities in his job family group overtime list, and carry the overtime hours worked on the temporary assignment back to their job family group wheel. If an employee is working second or third shift and does not have work available, he may be assigned to do work in another job family if qualified.

7.7(h) Overtime lists shall be developed and maintained by the Managers by job family, classification and shift. These lists may be verified on a regular basis by the Union Representative responsible for the geographic area. An employee upon request to his Manager may view the list for his overtime distribution unit.

7.7(i) An employee working or chargeable in accordance with Section 7.3 will be credited with the number of overtime hours paid, computed to the nearest whole hour.

7.7(j) Probationary employees will become eligible for sharing in overtime upon receipt of qualifying certifications.

Section 7.8 Overtime Restriction. Employees placed on modified duty are ineligible for overtime until such time as they are released to full duty.

ARTICLE 8 LEAVE OF ABSENCE

Any employee, upon application in writing, shall be granted a leave of absence without pay at the discretion of the Companies and not subject to grievance. A leave of absence without pay shall be granted for a period not to exceed *one (1) year* because of personal illness, disability or undue hardship, etc. Seniority, or any accrued benefits shall not accrue for a leave of absence in excess of one calendar month except for leave of absence for personal illness, disability or undue hardship.

At the termination of the leave of absence the employee will be returned to his former job family group, by classification and seniority. In the event the former job family group and classification has since been abolished or the employee is unable to perform the job, the employee will be assigned to an equivalent job family group and classification for which he is immediately qualified. In all cases, the employee will receive the prevailing rate of pay for the job to which he

is assigned.

Section 8.1 Authorized Leaves of Absence. For the time period indicated in each instance, leaves of absence without pay (except to the extent paid time off credit can be used and is used under and in accordance with Article 6) shall be granted to an employee on the active payroll:

8.1(a) In the case of injury or illness, for the period of time the injury or illness requires that the employee be absent from work, the Companies may require satisfactory proof of such injury or illness.

8.1(b) For the period of time necessary to serve in the Armed Forces of the United States.

8.1(c) The Companies may grant leaves of absence without pay for other reasons that the Companies consider valid, such as Family Leave or for personal reasons.

8.1(d) A request for a leave of absence must be made in accordance with the Companies' procedures.

Section 8.2 Return from Leave of Absence. An employee who applies for return from leave of absence on or before the expiration date of his leave will be returned in accordance with the following:

8.2(a) When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job which was last held:

8.2(a)(1) The employee will be returned to that job if this does not conflict with Article 12.

8.2(a)(2) If this does conflict with Article 12, the employee will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplus procedures with Article 12.

8.2(b) When an employee returns from a leave of absence described in paragraph 8.2(a) and is not able to perform the job last held due to medical limitation, he will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplus procedures, all in accordance with Article 12.

8.2(c) When an employee returns from a leave of absence that was granted due to non-industrial injury or illness, and the period of the leave has not exceeded 30 days, and the employee is able to perform the job last held, the steps and procedures of subparagraphs 8.2(a)(1) and 8.2(a)(2), limitation will apply.

8.2(d) When an employee returns from a leave of absence described in paragraph 8.2(c) and is medically not able to perform the job which he last held due to medical limitation, he may, at the Companies' discretion, be considered for any job which he is qualified and able to perform; otherwise, he may be on layoff, in accordance with Article 12.

8.2(e) If leave was granted due to non industrial injury or illness and the period of leave is in excess of 30 days, the employee may be returned to the job title last held providing there is an opening in such job family and placement in such opening is not inconsistent with Article 12; otherwise, he may be placed on layoff.

8.2(f) If leave was granted for military service, the provisions of applicable laws shall apply.

8.2(g) Employees accepting full time positions as Union Representatives shall be given an automatic leave of absence without pay for their term of office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has since been abolished, and there is no equivalent position vacant, they shall be allowed, if necessary, to bump into an equivalent position at the prevailing rate of pay for that job.

ARTICLE 9 ENVIRONMENTAL, SAFETY & HEALTH

Section 9.1 Health and Safety. It is the desire of the parties to this Agreement to maintain high standards of safety in order to eliminate, as far as possible, occupational injuries and illnesses. The Companies agree to abide by and maintain in its work locations, standards of sanitation, safety, and health in accordance with NASA environmental and safety provisions applicable to the TOC at SSC, Federal and State laws and regulations issued in pursuance thereof.

9.1(a) OSHA Hazard Communication. The Companies have the responsibility to inform all employees of any toxic substances to which they may be exposed in the working areas. The Companies shall provide training in safe handling practices and emergency procedures. Attendance at this training is mandatory.

Section 9.2 Safety Devices and Personal Protective Equipment. The Companies will continue to furnish personal protective equipment and/or devices in particular situations where it is now the practice to do so unless circumstances in such situations change, making the use of such personal protective equipment and/or devices unnecessary. Whenever personal protective equipment is required by the Companies, it shall be mandatory for employees to wear such equipment.

Section 9.3 Safety Report Forms. The Companies shall have available a reporting system or form for use by employees in reporting alleged unsafe conditions or needed safety corrections in their department. Access to information will be made available to a designated Union Representative upon request.

Section 9.4 Alleged Unsafe Condition. No employee shall be discharged or disciplined for refusing to work on a job or a machine if the refusal is based upon employee's claim that said job or machine is not safe or will endanger the employee's health until it has been determined that the job or machine is or has been made safe or will not unduly endanger the employee's health. Pending the determination, as set forth in this section, the employee shall be transferred to other available work, which the employee is qualified to perform. When it has been determined that the job or machine is or has been made safe, the employee shall be returned to such job. If the employee continues to refuse to work after the job or machine is determined to be safe by the Companies, the employee may appeal to NASA Safety for a final review. Unless NASA Safety makes the determination the job or machine is unsafe, the employee must perform the work on the job or machine in question, or be subject to discharge or other disciplinary action.

Nothing in this article shall prohibit an employee from filing a safety concern or complaint with a state or federal agency.

ARTICLE 10 SEPARABILITY

Effect of Law: The Agreement between the parties shall be compliant with existing or future State or Federal law or any State or Federal directive, order, rule or regulations.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Sabotage. The Union agrees to report to the Companies when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Company, Government, customer or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify the guilty person or persons and notify the Companies of its investigation.

Section 11.2 Security Clearance. Nothing in this Agreement shall require the Companies to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom the cognizant Security Agency, in the interest of security against espionage or subversive activity, refuses to give access to classified information and/or work.

Section 11.3 Non-Discrimination. All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification, consistent with the applicable Lockheed Martin Corporate Policy Statements.

Notwithstanding any other provision of Section 11.3 of this Agreement, a grievance alleging a violation of this Section 11.3 shall be subject to the grievance procedure and arbitration of Article 4 only if it is filed on behalf of and pertains to a single employee. Class grievances based

on alleged violation of this Section 11.3 shall not be subject to the grievance procedure and arbitration under this Agreement.

Section 11.4 Performance of Work. Managerial, salaried and other non-represented employees shall not be permitted to perform production work normally performed by employees in the Bargaining Unit except in cases of exigent circumstances, or the customer's request, or instructional purposes. Furthermore, all Parties agree the Companies will not use outside employees to the extent to cause a reduction in force of employees assigned to the TOC contract at SSC.

Section 11.5 Travel Reimbursement. The Companies will furnish, to the Union, copies of the present published Company policies relating to reimbursement of travel.

Section 11.6 Masculine - Feminine References. In construing and interpreting the language of this Agreement, reference to the masculine such as "he", "him", or "his" shall include reference to the feminine.

Section 11.7 NASA Hands-On Requirement. It is understood and agreed that the National Aeronautics and Space Administration, hereafter referred to as NASA has retained the right as specified in the Test Operations Contract to accomplish any task with Government personnel or others, as required by NASA, to acquire hands-on experience, training, and enhanced customer support. The Companies and the Union agree that such work does not violate the intent and agreement between the parties.

Section 11.8 Bulletin Boards. Space on existing bulletin boards will be made available for the sole use of the Union as follows:

- Notices of Union recreational and social affairs.
- Notices of Union elections.
- Notices of Union appointments and results of Union elections.
- Notices of Union meetings.
- Other notices concerning bona fide Union activity such as Cooperatives, Credit Unions, and unemployment compensation information.

Section 11.9 Entire Agreement. This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. This Agreement may only be amended during its term in writing by mutual agreement of the parties.

**ARTICLE 12
WORKFORCE ADMINISTRATION**

Section 12.1 Surplus Action. For the purpose of administering the layoffs in Section 12.2 through Section 12.5, employees shall be selected for displacement and layoff in accordance with the following:

Section 12.2 General Layoff Procedure. Layoffs will occur by seniority, within classification, within the job family. Employees will be permitted to bump to a lower rated classification within a job family if they are immediately qualified to perform the work of the displaced employees. Once an employee exhausts seniority as applicable in the Fabrication and Installation Job Family Group, they will be placed on the layoff list.

Section 12.3 Voluntary Layoffs.

12.3(a) Consideration may be given to accept voluntary requests for layoff out of seniority order. If more than one request is received within a classification, the more senior employee will receive first consideration.

12.3(b) Denial of requests to volunteer for layoff will not be subject to the grievance procedure.

12.3(c) All normal layoff benefits will apply. Volunteers will be subject to recall in accordance with Article 12, Section 12.8 of the Agreement.

Section 12.4 Displacement Rules.

12.4(a) Bargaining Unit employees who are reclassified to a lower-rated job as a result of this displacement procedure or for any other reason shall receive the rate of pay for such lower-rated job.

Section 12.5 Notice of Layoff. The Companies will give fourteen (14) calendar days notice prior to layoff to the employee to be laid off when possible, exceptions include but are not limited to the termination or amendment of a government or other production contract subject to cancellation, and except in cases where the employee is absent or it is otherwise impractical to give such notice, and except in cases of temporary layoff not exceeding two (2) weeks probable duration. As to temporary layoffs, the Companies shall, whenever possible, give at least two (2) working days notice to the employees to be laid off.

Section 12.6 Employees on Leave. Employees who become subject to layoff while on leave of absence by reason of disability shall be processed for layoff as of the date of return from such leave of absence. Prior notice of layoff to such employees is not required.

Section 12.7 TDY Assignments. Employees who become subject to layoff while on TDY, i.e., receiving per diem, will be returned from such assignment within ninety (90) working days to be processed for layoff.

Section 12.8 Recall. Employees who have been on layoff for twenty four (24) months or less shall be recalled from the recall list in order of seniority by classification, assuming that the person being recalled to a position is immediately qualified and able to perform the job.

12.8(a) Refusal of Recall - Former Employee. Failure to report on the designated day will result in automatic loss of seniority and the Companies will be relieved of any obligation to reinstate the employee. It is the sole responsibility of the employee to keep the Human Resources Department of the Company properly informed as to his address.

12.8(b) Failure to Accept Recall - Active Employee. In the event of failure to accept any recall offered within twenty-four (24) hours after notification, the employee shall lose recall rights to that classification and to all other lower-rated classifications to which the employee possesses recall.

12.8(c) Recall - Temporary Medical Rejection. Former employees, who at time of reporting to Employment for recall processing, who temporarily fail to meet the medical requirements of the Companies, shall be placed on suspended recall. The employee's recall time will not be extended, but will be eligible for future recall as defined in Section 5.4 time limits.

12.8(d) Recall While on TDY Assignments. Employees who become subject to recall and accept such recall while on TDY assignment, i.e., receiving per diem, will be returned from such assignment within ninety (90) working days to be processed for recall to the appropriate classification.

12.8(e) Temporary Recall. When adding openings within a classification to the workforce, and it is anticipated by the Companies that the work requirement will exist for less than six (6) weeks, the Companies may either recall in accordance with Section 12, or offer former employees with recall rights a temporary recall to their former classification. In the event the former employee does not elect to accept a temporary recall, the former employee shall not lose the right of recall for that classification. Employees shall be contacted in seniority order. The Companies will notify the appropriate Union Representative and inform him of its intent to contact the affected former employee. If the Companies are unable to reach the employee, the next employee shall be called and offered the temporary recall. Employees shall report to the Company's Employment Office on the next regularly scheduled workday after the offer is extended. If such recall should extend beyond the six (6) weeks, employees who possess recall rights shall be recalled in accordance with this Section and temporary recalls shall be laid off. Temporary recall shall not extend the original period of eligibility for recall as specified in Section 5.4(c) and a temporarily recalled employee shall not be granted any of the promotional privileges allowed in Section 12.10 of this article. At the completion of a Temporary Recall assignment the employee will be laid off with no displacement rights.

Section 12.9 Shift Transfers. The Companies shall have the right to assign employees to any shift in accordance with operational requirements. Senior employees, when qualified, shall be given preference in the same department over other employees for placement in available jobs in their same classification, and work schedule for either temporary or permanent shift changes. Temporary shift changes will be used as necessary to meet operational requirements. When they extend beyond 30 days, the parties will agree to meet to discuss a plan to address the temporary transfer.

12.9(a) Employees who are transferred at the direction of the Companies from one shift to another will be given as much advance notice as possible.

12.9(b) An employee may request of their immediate manager, in writing, a transfer to another shift which shall be limited to their present job family.

12.9(c) Any employee may cancel their request for shift transfer at any time prior to their notification of shift transfer by the Companies. Such cancellation must be made in writing to their manager and signed by the requesting employee. Cancellation of a request for shift transfer will prohibit that employee from submitting any further requests for shift transfer for six (6) months. In addition, an employee whose application for shift transfer has been granted may not file a new shift transfer request for six (6) months. High Pressure Gas Facility operations may, at management's discretion, retain the current shift practice already in-place.

Section 12.10 Promotions/Job Posting/Lateral Transfers

12.10(a) Definition of Promotion. For the purpose of this Article, a promotion shall be defined as any change from one classification to another classification with a higher wage rate.

12.10(b) Promotional Procedures. When effecting promotions, an employee shall be selected for promotion based on skills and ability. Seniority will be used as a tie-breaker when skills and ability are equal. In the event of a promotional increase, an employee will receive a 2.5% increase to the present wage, but in no case will the increase result in an employee's salary being administered below the minimum for that classification. If the 2.5% increase would take an employee's wage above the maximum, the increase will be no greater than the maximum or the difference to reach the maximum.

Skills and Ability are defined as:

- Ability to perform the required skills certifications, compliance training, including computer proficiency
- Communicate, plan, organize, prioritize and manage time
- Demonstrate an understanding of the overall work scope and critical path to complete mission requirements
- Understand and demonstrate safety and quality requirements and NASA SSC standards and requirements

- Ability to interpret Piping and Instrument Designs (P&IDs) and construction drawings
- Ability to train and confirm skill level (train the trainer), for higher level classifications (III and IV)
- Comprehend technical/work authorization documents (WAD's)
- Ability to determine underlying issues, root cause analysis, and recommend/implement corrective actions
- Ability to train and certify in Lean/Six Sigma (Green Belt tools and techniques), for higher level classifications (III and IV)

12.10(c) Request for Promotion. Employees shall be offered promotion under this subsection as follows:

12.10(c)(1) Notice of available Bargaining Unit classification openings with a brief description of the required qualifications shall be placed on Company designated bulletin boards. The notice normally will be posted on a Monday for five (5) consecutive working days. The closing date of the posting will be included on the notice.

12.10(c)(2) If an employee who possesses the required qualifications wishes to be considered for an available opening, the employee may submit a job posting application and/or resume. Such request must be received by the Human Resources Department no later than the end of the employee's regularly scheduled shift on the fifth (5th) working day following the original day of posting.

12.10(c)(3) When an employee is promoted or refuses promotion as a result of the procedure defined in Section 12.10(c)(1) through Section 12.10(c)(7), the employee shall not be eligible to file another request for promotion for six (6) months. Prior to being selected for promotion, an employee may withdraw a promotional request at any time.

12.10(c)(4) New hire employees with less than twelve (12) months seniority in the job classification for which they were originally hired shall not be eligible to participate in the Job Posting Program until they have completed the twelve (12) month seniority requirement unless it is mutually agreed to by the parties.

12.10(c)(5) When selected for promotion in accordance with Section 12.10(b), the other job posting applications, if any, shall be canceled.

12.10(c)(6) Employees selected for promotion under Section 12.10(c)(1) through Section 12.10(c)(7) shall be released to the available higher-rated classification and transferred to the new department within ten (10) working days following selection for promotion.

12.10(c)(7) Employees promoted to a higher-rated classification who, within sixty (60) days of work after such promotion, disqualify themselves or are found not to

possess the qualifications to perform the job, shall be returned to their former classification provided their seniority is greater than that of other employees employed in such former classification.

12.10(c)(8) In the event promotions involve shift changes, employees selected for promotion shall be given preference in seniority order for placement in the available classification. This will apply once the employee has obtained any and all certifications to perform the duties of the new classification.

12.10(d) Lateral Transfer Procedures. In accordance with seniority, employees who possess the proper qualifications and skills may laterally transfer to another job classification with no increase in wages through use of the Job Posting Program. However, release of employee is contingent upon an available qualified replacement having been identified.

ARTICLE 13 RATES OF PAY

Section 13.1 Pay Rates For New or Revised Occupational Classifications. In the event the Companies desire to establish new classifications or revise existing occupational classifications, the wage rates shall be subject to negotiations. Operations shall not be delayed through failure to immediately agree upon wage rates and classifications. In such cases, wage rates will be established and placed into effect. If a negotiated wage rate is established which is higher than the proposed rate, it will be paid retroactive to the start date of the classification. Inability to agree on a negotiated wage rate may be referred to Arbitration.

Section 13.2 Wage Payment Basis. Employees shall be paid for time worked computed to the nearest one-tenth (0.1) hour.

13.2(a) The base wage for employees covered by this agreement shall be as identified in **Appendix A.**

Section 13.3 Shift Differential. Employees assigned to the Second and Third shifts shall receive a shift differential of one dollar (\$1.00) per hour for all hours actually worked in that workday. Employees assigned to non-standard work week will receive an additional one dollar (\$1.00) per hour for all hours actually worked.

Section 13.4 Shift Differential – Pre-Shift/Post-Shift Work. An employee will receive a shift differential as identified in Section 13.3 when the employee is assigned to either Second or Third Shift. In those situations where an employee is required to work either pre-shift or post-shift overtime, a shift differential will not be paid unless the employee is regularly assigned to the Second or Third Shift.

Section 13.5 Report Time/Call-In Time. If an employee reports for work in accordance with instructions he shall receive a minimum of four (4) hours pay at his base rate. Report time will not apply in case of emergency shutdown arising out of any condition beyond the Companies' control.

13.5(a) An employee who leaves work of his own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day.

13.5(b) An employee who leaves work because of incapacity due to occupational injury/illness will be paid eight (8) hours pay at his base rate.

13.5(c) Where work is assigned to an employee on either the employee's sixth (6th) or seventh (7th) workday, or both, and the employee has not been notified of cancellation of such work at least one (1) hour prior to its start, and the employee reports to work, the employee shall receive a minimum of four (4) hours work or four (4) hours pay. Hours not worked shall be considered as straight time hours, and hours worked shall be paid at the applicable overtime rate.

13.5(d) Call-ins – Employees may be recalled to work by a Manager after their regularly scheduled shift, on a scheduled day off or on a holiday. Employees will receive a minimum of four hours pay at the appropriate overtime rate.

Section 13.6 Ride-out Crews - Employees who are assigned and work as a part of a ride out crew will be compensated for one and one-half (1½) hours pay for all hours worked and all daily administrative hours paid to non-essential personnel during base closure. It is understood that the ride out crew is intended for time prior to and immediately following an event and that the Companies will release the ride out crew upon fulfillment of their assignment. The Companies may retain members of the ride out crew in support of returning base to normal operations.

Section 13.7 Automatic Wage Increases. Each employee will, the first pay period of each April, automatically progress through the rate range by advancing .25 cents per hour until the maximum rate for the assigned classification has been achieved. If at the time of an automatic increase an employee's base rate is .24 cents per hour or less from the maximum base rate of the classification, the increase will be the amount necessary to reach the maximum base rate of the classification.

ARTICLE 14 SHORT-TERM MILITARY DUTY

Short-term military duty will be handled in accordance with the applicable Lockheed Martin Corporate Policy Statement, which is not subject to the grievance procedure.

**ARTICLE 15
HOLIDAYS**

Section 15.1 Holidays. Employees covered by this Agreement shall receive eight (8) hours of pay at their regular hourly rate for the following Holidays:

New Year's Day	Martin Luther King Birthday	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

Section 15.1(a) In the event a day (not listed above) or partial day is designated by the United States Government as a Holiday, day of mourning, or other day, on which Federal employees are not required to report for work under Presidential proclamation, employees covered by this agreement will be authorized this time off when the Companies are directed by the TOC Contracting Officer.

Section 15.1(b) To be eligible for holiday pay, an employee must be in pay status on the scheduled working day preceding and following the Holiday.

Section 15.1(c) Employees coding time not previously scheduled in advance as paid time off on either the scheduled working day preceding or following the Holiday will not be paid for the Holiday. The employee will be authorized to charge paid time off for that time.

Section 15.2 Unworked Holidays. Eligible employees shall receive eight (8) hours pay for unworked Holidays (those Holidays designated above) at their working base rate in effect at the time the Holiday occurs.

Section 15.3 Worked Holidays. Employees who are required to work on the above named Holidays shall receive double time [(2) times their base rate] and Holiday pay for all hours worked on such Holiday, plus shift differential if applicable.

Section 15.4 Holiday Observance When Occurring on a Scheduled Day of Rest. When a Holiday falls on an employee's scheduled day of rest, the Holiday will be moved in accordance with the following:

15.4(a) As directed (observed) by NASA at SSC.

15.4(b) If the Holiday falls on the first day of rest, the last workday immediately preceding the Holiday will be observed as the Holiday.

15.4(c) If the Holiday falls on the second day of rest, the first workday immediately following the Holiday will be observed as the Holiday.

**ARTICLE 16
SAVINGS AND RETIREMENT PLAN**

I.A.M. National Pension Fund, National Pension Plan

- (A) The Companies shall contribute to the I.A.M. National Pension Fund, National Pension Plan for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows: one dollar and twenty five cents (\$1.25) per hour effective April 1, 2011.

The Companies shall contribute to the I.A.M. National Pension Fund, National Pension Plan for which employees in all job classifications covered by this agreement are entitled to receive pay under this agreement as follows:

October 2011- \$1.35
October 2012- \$1.45
October 2013- \$1.55

- (B) The Employer shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid time off, holidays, or jury duty. It is understood that, upon termination, contributions will not be made for pay-in-lieu of paid time off.
- (C) Contributions for a new employee are payable at the completion of the employee's probationary period but no later than 90 calendar days after date of hire. Upon successful completion of the employee's probationary period the employer will contribute for the employee retroactive to their date of hire.
- (D) The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the said Pension Fund.

**ARTICLE 17
EMPLOYEE BENEFITS**

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

Employees may participate in the Lockheed Martin Insurance Plans. The Company maintains the right to pass-through improvements, modifications, changes, eliminations, or employee premiums to these plans at any time. Revisions to Lockheed Martin Corporate Policy Statements may occur. Such revision(s) are not subject to negotiation.

Medical

- LM Healthworks South

	2011	2012	2013	2014
Employer Cost Share	80%	80%	80%	80%
Employee Cost Share	20%	20%	20%	20%

Dental

- Dental Comprehensive PPO Dental Plan
- Delta Comprehensive Plus PPO Dental Plan*

	2011	2012	2013	2014
Employer Cost Share	80%	80%	80%	80%
Employee Cost Share	20%	20%	20%	20%

**Employees pay 100% of the cost difference between Dental Comprehensive PPO Dental Plan and Delta Comprehensive Plus PPO Dental Plan.*

Vision

- Vision 12

	2011	2012	2013	2014
Employer Cost Share	80%	80%	80%	80%
Employee Cost Share	20%	20%	20%	20%

Short Term Disability - 100% employer paid. Policy provides a benefit in the amount of 66 and 2/3% of employee base pay. An employee must exhaust 80 hours of PTO prior to taking Short Term Disability. An employee must exhaust their Legacy Sick Leave Balance (if any) prior to taking Short Term Disability.

Long Term Disability - 100% employee paid. Two (2) options are available at 50% and 60% coverage. An employee must exhaust 80 hours of PTO prior to taking Long Term Disability. An employee must exhaust their Legacy Sick Leave Balance (if any) prior to taking Long Term Disability.

Employee Term Life Insurance - 100% employer paid. The Company provides coverage of 2 times your annual base pay at no cost to you; or you may elect coverage of \$15,000.00, \$50,000.00, 1 times your annual base pay, or 1.5 times your annual base pay. A credit is provided for coverage elections that are less than 2 times your annual base pay.

Group Universal Life Insurance – 100% employee paid. You may elect coverage options ranging from 1 to 8 times your annual base pay. Tobacco/non-tobacco rates will apply.

Employee Special Accident Insurance - 100% employee paid.

Tier 1 Coverage – You may elect coverage of \$15,000.00, \$50,000.00, \$100,000.00, \$200,000.00, \$300,000.00, \$500,000.00, \$750,000.00 or \$1,000,000.00.

Tier 2 Coverage – Additionally, if you elect \$1,000,000.00 under Tier 1 coverage, you may be eligible to increase your election to up to \$2,000,000.00 of coverage (certain limitations apply).

Dependent Optional Term Life Insurance - 100% employee paid.

For your eligible spouse – you may elect coverage in amounts ranging from 1 to 3 times your annual base pay.

For your eligible children – you may elect coverage of \$5,000.00, \$10,000.00 or \$25,000.00.

Dependant Special Accident Insurance - 100% employee paid.

For your eligible spouse – you may elect coverage of \$10,000.00, \$50,000.00, \$100,000.00, \$200,000.00, \$300,000.00, or \$500,000.00.

For your eligible children – you may elect coverage of \$10,000.00, \$25,000.00, or \$50,000.00.

Flexible Spending Accounts

Eligible to participate in one or both of the tax-favored flexible spending accounts:

- Health Care Spending Account – deposit between \$100.00 and \$5,000.00 annually
- Dependent Care Spending Account – deposit between \$100.00 and \$5,000.00 annually

Business Travel Accident – Lockheed Martin provides Business Travel Accident insurance to you automatically at no cost to you. This coverage pays a benefit if you die or are injured while traveling on Company business:

- Domestic Travel - \$50,000.00 or 2 times annual base pay, whichever is greater
- Overseas Travel - \$400,000.00 or 2 times annual base pay, whichever is greater; \$100,000.00 for your spouse; \$10,000.00 for each child.

Temporary Duty Travel (TDY) will be offered on a rotational basis beginning with the most senior qualified employee in the affected job family.

Educational Assistance – Educational Assistance will be provided consistent with Lockheed Corporate Policy for approved and accredited Associate's, Bachelors and Masters degree programs:

- Up to a maximum of \$7,500.00 per calendar year for Associate's degree
- Up to a maximum of \$7,500.00 per calendar year for Bachelors degree
- Up to a maximum of \$10,000.00 per calendar year for non-Engineering Masters degrees
- Up to a maximum of \$15,000.00 per calendar year for Engineering Masters degree

Jury Duty Absence/Court Appearance Absence – Pay will be administered consistent with section 9 of Lockheed Martin Corporate Policy Statement 534, "Absence From Work."

ARTICLE 18 DURATION

This Agreement shall become effective May 15, 2011, and shall remain in full force and effect until midnight May 15, 2014 and shall automatically be renewed for consecutive periods of one year thereafter unless either party shall notify the other in writing, at least sixty (60) days, but not more than seventy-five (75) days prior to May 15 of any calendar year beginning with 2014 of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close May 15, 2014 unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

Appendix A- Classification and Wage Schedule

Other Classifications						
Classification	October 2011		October 2012		October 2013	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Configuration Management Associate	\$19.67	\$23.61	\$20.26	\$24.32	\$20.77	\$24.92
Configuration Management Associate (Senior)	\$24.31	\$28.14	\$25.04	\$28.98	\$25.66	\$29.71
Data Analyst	\$24.04	\$28.85	\$24.76	\$29.72	\$25.38	\$30.46
Data Analyst (Senior)	\$32.78	\$39.34	\$33.77	\$40.52	\$34.61	\$41.53
Document Coordinator	\$16.39	\$19.67	\$16.88	\$20.26	\$17.30	\$20.77
Document Coordinator (Senior)	\$19.67	\$23.61	\$20.26	\$24.32	\$20.77	\$24.92
Drafter	\$21.86	\$26.22	\$22.51	\$27.01	\$23.08	\$27.69
Drafter (Senior)	\$27.32	\$33.88	\$28.14	\$34.89	\$28.84	\$35.77
Engineering Associates	\$21.86	\$26.22	\$22.51	\$27.01	\$23.08	\$27.69
Engineering Associates (Senior)	\$28.41	\$34.09	\$29.26	\$35.12	\$29.99	\$35.99
Facilitator	\$31.47	\$37.76	\$32.41	\$38.89	\$33.22	\$39.86
Safety / Quality	\$21.86	\$26.22	\$22.51	\$27.01	\$23.08	\$27.69
Safety/Quality (Senior)	\$26.22	\$32.78	\$27.01	\$33.77	\$27.69	\$34.61
Technical Editor	\$16.39	\$19.67	\$16.88	\$20.26	\$17.30	\$20.77
Technical Editor (Senior)	\$19.67	\$23.61	\$20.26	\$24.32	\$20.77	\$24.92
Work Control	\$17.48	\$20.98	\$18.00	\$21.61	\$18.45	\$22.15
Work Control (Senior)	\$20.99	\$27.54	\$21.62	\$28.37	\$22.16	\$29.08

Job Family Group Fab & Install							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician I (Mechanical)	\$15.22	\$18.26	\$15.68	\$18.81	\$16.07	\$19.28	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician I (Electrical)	\$15.22	\$18.26	\$15.68	\$18.81	\$16.07	\$19.28	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group High Pressure Gas (HPG)							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group							
High Pressure Industrial Water (HPIW)							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group Cryogenics (CRYO)							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group Test (TEST)							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group High Pressure Gas/TEST							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

**Job Family Group
High Pressure Industrial Water/CRYO**

Classification	October 2011		October 2012		October 2013	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32

Job Family Group High Pressure Gas/CRYO							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group CRYO/TEST							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group							
TEST/High Pressure Industrial Water							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group							
High Pressure Industrial Water/High Pressure Gas							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group Test and Operations (T&O)							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Mechanical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Mechanical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Mechanical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group Data Acquisition System (DAS)							
	October 2011		October 2012		October 2013		
Classification	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Job Family Group Controls							
Classification	October 2011		October 2012		October 2013		
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Engineering Technician II (Electrical)	\$17.65	\$21.19	\$18.18	\$21.82	\$18.64	\$22.37	
Engineering Technician III (Electrical)	\$20.30	\$24.36	\$20.91	\$25.09	\$21.43	\$25.72	
Engineering Technician IV (Electrical)	\$24.72	\$29.66	\$25.46	\$30.55	\$26.10	\$31.32	

Premiums Table	
Job Family Group	Premium Amount above base
High Pressure Gas	\$0.50
High Pressure Industrial Water	\$0.50
CRYO	\$0.50
TEST	\$0.50
HPG/TEST	\$1.00
HPIW/CRYO	\$1.00
HPG/CRYO	\$1.00
CRYO/TEST	\$1.00
TEST/HPIW	\$1.00
HPIW/HPG	\$1.00
T&O	\$2.00
DAS	\$0.85
Controls	\$1.00

Notes:

1. As of the establishment of this CBA (May 2011) there may be individuals that are currently or through the course of this agreement obtain an hourly rate above the maximum of the established range for their Labor Classification. These employees will be "Grandfathered" above the range and shall receive the General Wage Increase each October.
2. The following are the annual wage increases effective the first day of the pay period: 3% October 2011, 3% October 2012, and 2.5% October 2013.
3. When new bargaining unit jobs are required that cannot be properly encompassed within an existing job classification or level within a classification, the Company will establish the new classification or level and then shall meet with the Union prior to establishing the rate of pay. The Union shall have 15 days from the date of establishment in which to challenge the pay rate. If necessary, the new pay rate can be subject to the grievance procedure up to and including arbitration.

**ADDENDUM
GHG CORPORATION & IAM AGREEMENT**

1. **6.1(b) Pay Period: Change to the following:** A pay period is bi-weekly beginning on Saturday of the first (1st) work week, and ending on Friday of the second (2nd) work week.

2. **6.3(c) Paid Time Off Accrual*:** Paid Time Off will be accrued bi-weekly

3. **17.0 Employee Benefits:** Employees may participate in the GHG Corporation Insurance Plans. The Company maintains the right to pass-through improvements, modifications, changes, eliminations, or employee premiums to these plans at any time. Revisions to the GHG Corporation Policy Statements may occur. Such revision(s) are not subject to negotiations.
 - a. **Medical-** GHG has a 20% employee cost share
 - b. **Dental** – GHG only offers a PPO Dental Plan.
 - c. **Short Term Disability** – Policy provides 60% of employee’s base pay. An employee must exhaust their Legacy Sick Leave Balance and or 80 hours of PTO (if any) prior to taking Short Term Disability.
 - d. **Long Term Disability** – Policy provides 60% of employee’s base pay; 100% Employee paid. An employee must exhaust their Legacy Sick Leave Balance and or 80 hours of PTO (if any) prior to taking Long Term Disability.
 - e. **Employee Term Life Insurance** – The Company will provide \$30,000 of coverage.

**Includes hours paid for the following: paid time off, holiday, military duty, jury duty, witness pay.*

**ADDENDUM
DIVERSITECH & IAM AGREEMENT**

Article 6.1(b) Workday and Workweek

Work Week: A workweek shall consist of seven (7) consecutive twenty-four hour periods, beginning on Sunday and extending through Saturday.

Pay Week: A pay week is seven consecutive days beginning with Sunday, extending through Saturday.

Pay Period: A pay period is a pay week beginning on Sunday of the first (1st) pay week and ending on Saturday of the second (2nd) pay week.

Article 6.3 (c) Paid Time Off Accruals*: Paid time off will be accrued bi-weekly. PTO accrual rates will be as follows for all regular-full time employees:

0 Year – 4 Years: 160 hours per year (20 days per year; 6.15 hours bi-weekly)

5 Years – 10 Years: 200 hours per year (25 days per year; 7.69 hours bi-weekly)

10 Years – 15 Years: 220 hours per year (27.5 days per year; 8.46 hours bi-weekly)

15 Years or More: 240 hours per year (30 days per year; 9.23 hours bi-weekly)

**Includes hours paid for the following: Paid time off, holiday, military duty, jury duty/court appearance pay*

Employees will be eligible to carryover up to 400 hours per year. Employees cannot accrue more than 400 hours at any given time.

Article 19 Employee Benefits

Medical Coverage: The medical plan offered to employees is the United Healthcare Plan at 80% employer paid, 20% employee paid.

Dental Coverage: The dental coverage offered to employees at 80% employer paid, 20% employee paid for the basic dental plan (Guardian).

Vision Coverage: Vision coverage will be offered to employees at 80% employer paid, 20% employee paid (EyeMed).

Short Term Disability (STD): Diversitech STD will be offered. Employees must exhaust their legacy sick leave and or 80 hours of PTO in advance of STD. STD coverage will be offered to employees at 100% employer paid.

Long Term Disability (LTD): Diversitech LTD will be offered. Employees must exhaust their legacy sick leave and or 80 hours of PTO in advance of LTD. LTD coverage will be offered to employees at 100% employee paid.

Employee Term Life Insurance: The Company will provide coverage at 1 times annual base pay, up to \$50,000, at no cost to the employee.

Employee Supplemental Life Insurance: 100 % employee paid. Election may be made in increments of \$10,000, not to exceed lesser of 3 times annual base pay or \$300,000.

Employee Accidental Death & Dismemberment (AD&D) Insurance: The Company will provide coverage at 1 times annual base pay, up to \$50,000, at no cost to the employee.

Dependent Optional Term Life Insurance: 100 % employee paid.

For eligible spouse – election may be made in increments of \$5,000 to a maximum of \$100,000, but may not exceed 50% of employee approved election.

For eligible children – coverage in the amount of \$10,000 per child.

Educational Assistance: Employees with one year or more of service shall be eligible to participate in approved educational courses. Such courses will be applicable to the work currently being performed or to work that can reasonably be anticipated that an employee may be performing in the future.

- (a) Employees with one (1) year or more of service shall be eligible to participate in approved courses provided by college, universities and correspondence schools. The Company will reimburse an eligible employee up to \$3,500 per calendar of the cost of registration, tuition, and laboratory fees for job-related courses, which are satisfactorily, completed to a grade C level.

In case where an employee, receives other educational aid for the same course, the Company will reimburse the employee the difference between the amount of the other assistance and the per calendar maximum of the eligible costs.

- (b) Prior to registration:

1. All requests for educational assistance will be submitted on an Education Assistance Request to the Corporate Human Resource Manager.
2. The Company will determine whether the proposed course is job related or will allow the employee to obtain qualifications necessary for a position of greater responsibility within the Company for which the employee is being seriously considered.
3. The Company will approve the request on the basis of the employee's performance and the Company' need for such qualified personnel.

Jury Duty Absence: An employee who has completed his probationary period who fails to work his regularly scheduled hours because of a summons for jury duty or a subpoena to appear as a witness, but not as a plaintiff or defendant, in a court of law, shall be paid for such absence not to exceed eight (8) hours per day at his basic straight-time hourly rate less jury duty pay. The employee must give at least forty-eight (48) hours notice to his supervisor, whenever possible, of required jury duty or witness service. Payment is limited to five (5) days in any week.

To be eligible for payment, the employee must submit a written statement from the appropriate public official listing the dates served.

Any employee working any shift other than the 1st shift, and who has been called to appear in court, will be considered to be working the 1st shift for the duration of his appearance.

**DIVERSITECH- HSA
LETTER OF UNDERSTANDING**

It is understood and agreed between the parties that Diversitech will be reviewing its insurance benefits program on an annual plan year basis, typically in the months of June-July.

The company reserves the right to change insurance plans, offered to employees, to plans that best fits the company objectives.

Effective April 1, 2011, the company offers a managed-care medical plan through United Healthcare. The plan includes a Health Savings Account (HSA). Under this current plan the Company contributions are \$1,000/single or \$2,000/family. Additionally, employees can contribute to the HSA and these contributions shall be deducted from each paycheck on a pre-tax basis.

The 2011 maximum contribution is \$3,050/single and \$6,150/family. Anyone over the age of 55 can contribute an additional \$1,000 per year.

If you contribute the maximum amount to the HSA, you must be enrolled in the HDHP/HSA for 12 consecutive months. If you intend on being enrolled in the plan for less than 12 months then the maximum amount you can contribute will be prorated for the number of months you are enrolled in the plan.

This current plan will be in effect through July 31, 2011. Effective August 1, 2011, it is the Company intent to offer a HSA type plan and a PPO type plan.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

**LETTER OF UNDERSTANDING # 1
DRUG AND ALCOHOL TESTING PROGRAM**

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

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

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

The drug and alcohol testing program includes but is not limited to: random testing, as well as testing for reasonable suspicion, testing following an accident and testing upon return to work for a positive drug or alcohol test.

If a challenged test is requested after a positive analysis, the employee agrees to pay fees incurred from a second test of the same sample performed by the contracted lab. If the second test is negative, the Companies will reimburse the incurred fees. The Union shall have the right to inspect the testing lab and verify the chain of custody and, at no time shall the employee or Union be asked to waive constitutional, common law or contractual rights.

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

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

**LETTER OF UNDERSTANDING #2
REHIRE**

Modification: Article 5 Seniority

The Seniority clause will apply prospectively as written in the current CBA for employees hired by the incumbent who pass the drug test and background test.

In the event additional staffing is needed, the Company agrees to hiring employees formerly covered under the CBA between Jacobs Technology (and their teammates) and the IAM provided they have the necessary skills and qualifications to perform the work. The hiring order will be by seniority within their last classification and previously held classification and any new classification which encompass any duties of previously held classifications.

The intent of this letter is to clarify the preferential hiring plan, in the event that future openings occur within the bargaining unit during the duration of the agreement. This letter is not intended to expand the scope of bargaining unit work or create any rights for employees not currently employed by the Company to displace current employees.

Exclude: Article 19 Employee Benefits.

Exclude: Article 20 Duration.

LETTER OF UNDERSTANDING # 3
MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit can meet with an EBS Counselor during their free time (break or lunch) at the worksite during normal working hours, once per year. The Companies reserve the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

The Companies will honor payroll deduction requests and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Companies and EBS. The Union will defend, save, and hold harmless and indemnify the Companies from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Companies.

The Companies agrees to implement the provisions of this letter as soon as possible after the administrative, systems and financial requirements are worked out between the Companies and EBS.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

SIGNATURE OF THE PARTIES:

IN WITNESS WHEREOF, the Companies and the Union have caused this agreement to be signed by their authorized representatives:

**International Association of Machinists
and Aerospace Workers, AFL-CIO**



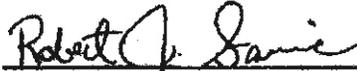
John C. Crowdis
Coordinator IAW Aerospace Department



Joe Harrington
Directing Business Representative
IAMAW District Lodge 73



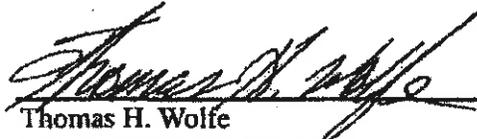
William B. Sullivan
Business Representative
IAMAW District Lodge 73



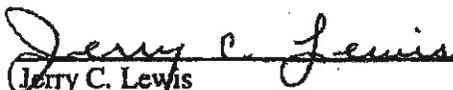
Robert J. Saucier
Union Committee Member



James D. McGuire
Union Committee Member

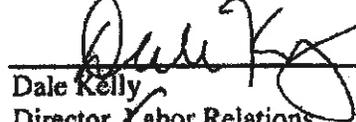


Thomas H. Wolfe
Union Committee Member

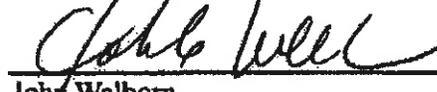


Jerry C. Lewis
Union Committee Member

**Lockheed Martin IS&GS Civil E&SS
Test Operations Contract**



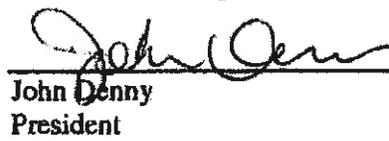
Dale Kelly
Director, Labor Relations



John Welborn
Sr. Manager of Safety & Mission Assurance



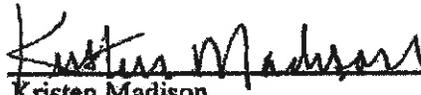
James Askew
President
Diversitech Incorporated



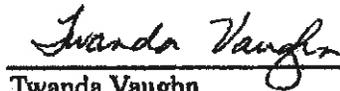
John Denny
President
GHG Corporation



Janna Harrison
Labor Relations



Kristen Madison
Labor Relations



Twanda Vaughn
Human Resources Business Partner, TOC

Date: November 20, 2010

AGREEMENT

between

**Porter Industries Environmental
Services, Inc.**

P^Rorter Industries

**and the
UAW Local 1921**



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SCHEDULE A27

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

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)

Porter Industries Environmental Services, Inc.

(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 it's 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.

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 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**

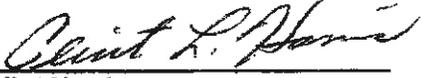
14 The Company supports a comprehensive training and education program to develop, increase, or
15 upgrade employee skills. One aspect of the program is the Undergraduate and Graduate Study
16 program. This includes undergraduate and graduate level courses taken for credit on campus or
17 by extension 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.

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

3 PORTER INDUSTRIES
4 ENVIRONMENTAL SERVICES, INC.
5 BY:

UAW AND ITS LOCAL 1921
BY:

6 
7 **Michael Dawson**
8 Vice President / GM, MSFOC
Jacobs Technology Inc.

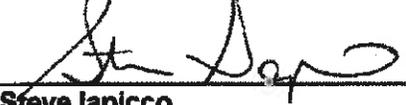

Clint Harris
International Representative
UAW

9 
10 **Ken Porter**
11 President
Porter Industries Environmental Services, Inc.


Arthur D. Fauver
President
Local 1921 UAW

12 
13 **Kim Williams**
14 Vice President
Porter Industries Environmental Services, Inc.


Tangelia Watts
Chairperson
Local 1921 UAW

15 
16 **Steve Iapicco**
17 Manager, Labor Relations
Jacobs Technology Inc.


Rosalyn Porter
Committeeperson
Local 1921 UAW

18 
19 **Ronald B. Kent**
20 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

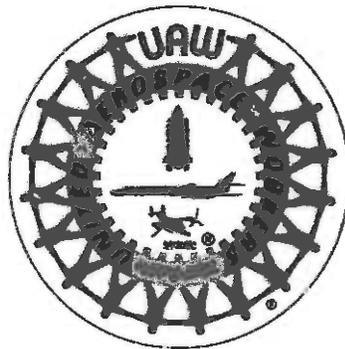
September 11, 2010

AGREEMENT
between
Jacobs Technology Inc.

JACOBS™
and
Sierra Lobo, Inc.



and the
UAW Local 1921



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AGREEMENT

1
2
3 Agreement made this 11th day of September 2010, by and between Jacobs Technology
4 Inc. and Sierra Lobo, Inc., hereinafter designated as the "Company" and the International
5 Union, United Automobile, Aerospace and Agricultural Implement Workers of America
6 (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.
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**Article I
RECOGNITION CLAUSE**

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

**Article II
MANAGEMENT'S RIGHTS**

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

**Article III
RIGHTS OF EMPLOYEES**

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

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

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

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 **Article V**
2 **SENIORITY**

3 **Section 1. Definitions**

4 For purposes of this Article, the Michoud Assembly Facility will be considered as a
5 separate entity. Seniority as used in this Agreement designates and consists of the length of
6 continuous service with the Company except as otherwise provided in this Article.

7 **Section 2. Determination of Seniority**

8 Except as may be otherwise provided herein, length of continuous service in determining
9 an employee's seniority shall be computed from the first hiring date. If, however, there is a
10 break in continuous service which results in a loss of seniority as described in Section 9 of
11 this Article, then seniority shall be computed from the most recent hiring date.

12 **Section 3. Probationary Period**

13 All employees shall be considered probationary employees for the first ninety (90)
14 calendar days of employment. During this period the Supervisor will perform progress
15 reviews with the probationary employee at 30, 60, and 85 day increments. This progress
16 review will be documented and is intended to provide the employee with feedback as to his
17 development into the position. Any decision of the Company to terminate or otherwise
18 discipline a probationary employee shall be final and not subject to the Grievance and
19 Arbitration provisions of this Agreement. Upon satisfactory completion of the probationary
20 period, the employee shall become an employee with seniority dating from the date of hire. It
21 is further understood that all employees are eligible for benefits as of their date of hire.

22 The seniority of persons starting on the same calendar day shall be determined by the
23 highest last four (4) digits of the employees' social security numbers.

24 An employee who is re-employed by the Company after a break in his service of six
25 months or more, who at the time of the break in service had acquired seniority status under
26 the provisions of Article V of this Agreement, will be required to again serve a probationary
27 period.

28 The Company agrees to afford the Union the opportunity to participate in the orientation
29 program for new hourly employees. It is understood that the Union will prepare and submit
30 for review and approval a text and/or mechanical-type presentation (such as DVD) wherein
31 the Union will cover the topics of:

- 32 1. The history of the UAW,
33 2. The employee's responsibilities in an industrial environment (especially with regard
34 to attendance) and the role of the Union in providing representation under the current
35 agreement, and
36 3. The privileges afforded a UAW member.

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.

35

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 **Article VI**
10 **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
22		

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

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

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

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

13
14
Article XIX
WAIVER AND SEPARABILITY

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

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

29

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.

26

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

3
4 JACOBS TECHNOLOGY INC.
5 BY:

UAW AND ITS LOCAL 1921
BY:

6
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

30
31
32
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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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.

1 **Memorandum of Understanding**
2 **Temporary Intermittent Employees**
3
4

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

10 The Company and Union agree to the following:

11 1. It is agreed that during periods of temporary surge work activity driven by task order
12 requirements, the Company may supplement the work force with temporary intermittent
13 employees provided no employee is available for recall in accordance with Article V.
14 Surge work is not intended to exceed six (6) months. The employees will be paid at
15 least the minimum rate for wage determination for the jobs they are performing plus an
16 additional amount for benefits (Department of Labor Health & Welfare rate for use on
17 MSFOC contract, as it changes from time to time). An extension may be granted by
18 mutual agreement.

19 2. The Company agrees it will notify the Chairman and President of the Local Union in
20 writing of those situations when the Company plans to hire temporary employees to
21 perform work of the kind and character performed by the Bargaining Unit, including the
22 circumstances surrounding the need to hire, prior to actual hiring of the employees.
23 Surge workers will be introduced to the Chairman upon arrival.

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28 **FOR THE UNION:**

31 Wendell Helms
32 International Representative
33 UAW
34
35
36
37
38
39

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	Maximum
			Rate	Rate
Electrical	Linemen	OJT Signoff	\$22.25	\$26.25
	Systems Control	OJT Signoff	\$23.22	\$27.22
	Electrician	OJT Signoff	\$24.33	\$25.33
	Refrigeration	OJT Signoff	\$24.33	\$25.33
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$25.00
Mechanical	Millwright	OJT Signoff	\$21.33	\$25.33
	Mechinist	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	\$21.55	\$25.55
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	\$22.97
	Light Vehicle Oper	OJT Signoff	\$15.50	\$19.50
	Oper Forklift	OJT Signoff	\$17.33	\$21.33
	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	\$25.25
	Systems Control	OJT Signoff	\$25.55	\$27.22
	Electrician	OJT Signoff	\$21.76	\$25.33
	Refrigeration	OJT Signoff	\$21.76	\$25.53
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$29.00
Mechanical	Millwright	OJT Signoff	\$21.76	\$25.33
	Machinist	OJT Signoff	\$21.76	\$25.33
	Pipefitter/Plumber	OJT Signoff	\$21.76	\$25.33
	Heat Treat (Model Maker)	OJT Signoff	\$22.70	\$26.25
	Sheetmetal	OJT Signoff	\$21.76	\$25.33
	Welder	OJT Signoff	\$21.76	\$25.33
	Plaster/Finisher	OJT Signoff	\$20.10	\$25.71
	Machine Repair Mechanic	OJT Signoff	\$21.76	\$25.33
	Port Tools Mechanic	OJT Signoff	\$21.76	\$25.33
	Engine Mechanic	OJT Signoff	\$21.76	\$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	\$20.10
Sign Painter		OJT Signoff	\$20.56	\$24.45
Carpenter		OJT Signoff	\$21.76	\$25.33
Maintenance Technician		All Maintenance Crafts		\$26.00
Operations	Water Plant Operator	OJT Signoff	\$22.70	\$26.25
	Power Plant Operator	OJT Signoff	\$22.70	\$26.25
	Operations Technician	All Operations Crafts		\$26.00
Transportation	Crane Operator	OJT Signoff	\$20.10	\$23.71
	Heavy Equip Operator	OJT Signoff	\$21.75	\$25.53
	Vehicle & Equipment Operator	OJT Signoff	\$19.55	\$22.97
	Light Vehicle Oper	OJT Signoff	\$15.61	\$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	\$29.15	\$26.25
	Systems Control	OJT Signoff	\$24.15	\$27.22
	Electrician	OJT Signoff	\$22.20	\$25.33
	Refrigeration	OJT Signoff	\$23.30	\$25.33
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$26.00
Mechanical	Millwright	OJT Signoff	\$22.20	\$25.33
	Mechinist	OJT Signoff	\$22.20	\$23.33
	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	\$23.30	\$25.33
	Plaster/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	\$23.33
	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	\$20.50	\$23.71
	Sign Painter	OJT Signoff	\$21.28	\$24.45
	Carpenter	OJT Signoff	\$22.20	\$25.33
	Maintenance Technician	All Maintenance Crafts		\$25.00
Operations	Water Plant Operator	OJT Signoff	\$29.15	\$26.25
	Power Plant Operator	OJT Signoff	\$29.15	\$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	\$23.33
	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		\$26.00
Logistics	Logistics Specialist	OJT Signoff	\$19.74	\$22.97
Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpecTec 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	\$23.84 \$27.04	
	Systems Control	OJT Signoff	\$24.57 \$28.04	
	Electrician	OJT Signoff	\$22.87 \$26.09	
	Refrigeration	OJT Signoff	\$22.87 \$26.09	
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$28.84
Mechanical	Millwright	OJT Signoff	\$22.87 \$26.09	
	Mechinist	OJT Signoff	\$22.57 \$26.09	
	Pipefitter/Plumber	OJT Signoff	\$22.87 \$26.09	
	Heat Treat (Model Maker)	OJT Signoff	\$23.54 \$27.04	
	Sheetmetal	OJT Signoff	\$21.57 \$26.09	
	Welder	OJT Signoff	\$22.87 \$26.09	
	Plaster/Finisher	OJT Signoff	\$21.12 \$24.42	
	Mechins Repair Mechanic	OJT Signoff	\$22.87 \$26.09	
	Port Tools Mechanic	OJT Signoff	\$22.87 \$26.09	
	Engine Mechanic	OJT Signoff	\$22.87 \$26.09	
	Mechanical Systems Technician	Core Classification plus 1 Mechanical Craft		\$28.84
	Electro-Mechanical Systems Technician	Core Classification plus 1 Electrical/Mechanical Craft		\$28.84
	Maintenance	Gen Maint Worker	OJT Signoff	\$21.12 \$24.42
Sign Painter		OJT Signoff	\$21.92 \$25.15	
Carpenter		OJT Signoff	\$22.87 \$26.09	
Maintenance Technician		All Maintenance Crafts		\$26.78
Operations	Water Plant Operator	OJT Signoff	\$23.84 \$27.04	
	Power Plant Operator	OJT Signoff	\$23.84 \$27.04	
	Operations Technician	All Operations Crafts		\$28.84
Transportation	Crane Operator	OJT Signoff	\$21.12 \$24.42	
	Heavy Equip Operator	OJT Signoff	\$22.87 \$26.09	
	Vehicle & Equipment Operator	OJT Signoff	\$20.33 \$23.66	
	Light Vehicle Oper	OJT Signoff	\$16.51 \$20.09	
	Oper Forklift	OJT Signoff	\$18.53 \$22.03	
	Transportation Technician	All Transportation Crafts		\$25.75
Logistics	Logistics Specialist	OJT Signoff	\$20.33 \$23.66	
Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpaceTec Certification		\$29.87	

**Schedule A
Classification and Wage Table**

	Core Classification	Classification Requirements	May 2013	April 2014
			Minimum Rate	Maximum Rate
Electrical	Lineman	OJT Signoff	\$24.56	\$27.85
	Systems Control	OJT Signoff	\$25.53	\$28.58
	Electrician	OJT Signoff	\$28.56	\$28.57
	Refrigeration	OJT Signoff	\$28.56	\$28.57
	Electrical Systems Technician	Core Classification plus 1 Electrical Craft		\$29.71
Mechanical	Millwright	OJT Signoff	\$28.56	\$28.57
	Machinist	OJT Signoff	\$28.56	\$28.57
	Pipefitter/Plumber	OJT Signoff	\$28.56	\$28.57
	Heat Treat (Model Maker)	OJT Signoff	\$24.56	\$27.85
	Sheetmetal	OJT Signoff	\$28.56	\$28.57
	Welder	OJT Signoff	\$28.56	\$28.57
	Plater/Finisher	OJT Signoff	\$21.75	\$25.15
	Machine Repair Mechanic	OJT Signoff	\$28.56	\$28.57
	Port Tools Mechanic	OJT Signoff	\$28.56	\$28.57
	Engine Mechanic	OJT Signoff	\$28.56	\$28.57
	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
Sign Painter		OJT Signoff	\$22.58	\$25.94
Carpenter		OJT Signoff	\$28.56	\$28.57
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	\$28.56	\$28.57
	Vehicle & Equipment Operator	OJT Signoff	\$20.94	\$24.37
	Light Vehicle Oper	OJT Signoff	\$17.13	\$20.59
	Oper Forklift	OJT Signoff	\$18.19	\$22.59
	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
Maximum Rate	

Core Classification	Classification Requirements	Maximum Rate	
Electrical	Lineman	OJT Signoff	\$28.96
	Systems Control	OJT Signoff	\$30.04
	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
	Plster/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	\$26.16
	Sign Painter	OJT Signoff	\$26.96
	Carpenter	OJT Signoff	\$27.94
	Maintenance Technician	All Maintenance Crafts	\$28.68
Operations	Water Plant Operator	OJT Signoff	\$28.96
	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	\$25.94
Master Technician	Electrical, Mechanical, or Electro-Mechanical Technician plus SpecTec Certification		\$32.00

AGREEMENT

BETWEEN

GHG Corporation

Stennis Space Center/Test Operations Contract

**John C. Stennis Space Center
Stennis Space Center, MS 39529-6000**

AND

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
Local No. 2249
AFL-CIO**

9 JUNE 2011 THROUGH 8 JUNE 2014

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PREAMBLE

This agreement entered into by and between GHG Corporation, Stennis Space Center, TOC Contract, their successors and assigns (hereinafter called "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local Lodge 2249, (hereinafter called "Union") evidences the desires of the parties hereto to promote and maintain harmonious relations between the Company, and the Union and Employees represented by the Union, by setting forth herein the terms of agreement relating to rates of pay, hours of work and conditions of employment.

ARTICLE 1 INTRODUCTION

Section 1. Application.

This Agreement applies to the employees of the Company assigned to Stennis Space on the Contract (TOC) at Stennis Space Center, Mississippi.

Section 2. Purpose.

The purpose of this contract is to set forth the agreement reached 09 June 2011, between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

Section 3. Duration.

This contract shall become effective 9 June 2011 except for those provisions herein which specify a different effective date and shall continue through 8 June 2014 and yearly thereafter unless notice is given in writing of a desire to change, modify or terminate this contract by either party to the other party sixty (60) days or more prior to the expiration of this contract, or any anniversary date thereof.

In the event notice is given, negotiations shall commence within thirty (30) days after said notice and shall continue until an agreement is reached, or until ten (10) days advance notice is given by either party to the other to terminate the contract. Until then the terms and provisions of this contract shall remain in full force and effect. In the event no such notice is given, this contract shall be automatically renewed and extended for additional periods of time of one year thereafter, unless one party gives to the other party sixty (60) days prior written notice before the end of any yearly period of a desire to change, modify or terminate this Agreement.

Section 4. Savings Clause.

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 5. No Strikes or Lockouts.

During the life of this Agreement, no work stoppages, strikes, or slowdown shall be called or sanctioned by the Union, and no lockouts shall be made by the Company. Any employee actively involved in a work stoppage, strike, or slowdown in violation of this provision shall be subject to disciplinary action, up to and including discharge. The Union shall take prompt and reasonable steps to stop such violation.

Section 6. Gender Neutral.

It is understood that wherever in the Agreement employees or jobs are referred to in the male gender it shall be recognized as referring to both male and female employees.

Section 7. Waiver.

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

This agreement and the applicable benefit agreements are the sole and controlling source of employees' rights and benefits. The entitlement of employees to rights, benefits, and privileges shall be governed solely by those agreements without regard or reference to any past practices of the parties as they may have existed before June 09, 2011.

Section 8. Mutual.

Exceptions, local or side agreements or modifications of this Agreement may not be made except by mutual agreement in writing between the Company President and, the Union International Representative.

**ARTICLE 2
MANAGEMENT RIGHTS & GOVERNMENT RESPONSIBILITY**

Section 1. Management Rights.

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the execution of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company may determine from time to time.

Section 2. Government Responsibility.

The Union recognizes that the Company is a contractor to the Federal Government at NASA, Stennis Space Center, Mississippi and that the Company is required at all times to fully meet its obligations as a Contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the Government.

It is further understood that if a security clearance is required in order to perform work in job classifications covered by the Collective Bargaining Unit, that such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by NASA or any other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such government agency shall be just cause for discharge. However, if the affected employee is qualified and cleared to work in a different position under this collective bargaining agreement, he shall be offered that position provided he has the necessary seniority.

**ARTICLE 3
RECOGNITION, REPRESENTATION, ACCESS & SECURITY**

Section 1. Recognition and Exclusive Representation.

The Company recognizes the Union as the sole and exclusive Collective Bargaining agency for the purpose of Collective Bargaining with respect to rates of pay, hours of work, and other conditions of employment pursuant to Sections 9(a) of the National Labor Relations Act and the certifications of representation in:

- (a) Case No. 15-RC-4714 of the 16th day of September, 1971, and, Case No. 15-RC-4713 of the 23rd day of September, 1971 for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act; and,
- (b) Case No. 15-RC-6461 of the 23rd day of July, 1979 for all office clerical employees, including property administrators, planner/schedulers and estimators employed by the Company at the Stennis Space Center, excluding all other employees, including industrial relations employees, administrative secretaries, confidential employees, technical writers, licensed and/or professional engineers, field engineers, associate engineers, architects, physicians, head nurses, nurses, guards, watchmen, foremen and supervisors as defined in the Act.
- (c) Case No. 15-RC-7805 dated 20 December 1993 for all composers, reproduction operators, photographers, video technicians, photo technicians, illustrators and technical information specialists employed by the employer at the Stennis Space Center, excluding all other employees; guards, watchmen and supervisors.

- (d) Case No. 15-RC-7897 dated 2 March 1995 for Utility Service Control technicians employed by the Company at the Stennis Space Center, excluding all professional employees, guards and supervisors as defined by the Act.
- (e) Case No. 15-RC-3217 dated 7 March 1966 for janitors, matrons and refuse employees employed by the Company at the Stennis Space Center, excluding professional, technical, office clerical employees, guards and supervisors.
- (f) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 5 September 2001 for Visitors Relations Specialist I and Visitors Relations Specialist II employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.
- (g) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 4 January 2003 for Tugboat Pilot employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.
- (h) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 21 May 2002 for Remediation Waste System Operator employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.

The Company and Union agree and understand that classification names have changed and recognition has been extended to other classifications since the issuance of the above-described certifications. The Company recognizes the Union as employees' sole and exclusive representative for the purposes of collective bargaining of the classifications listed in Exhibit A.

Section 2. Union Representation.

The Company will recognize and confer, where appropriate, with all accredited members of the Union, Stewards, and other Union Representatives in all matters relating to grievance, interpretations of the agreement, or in any other matters which affect, or may affect, the relationship between the Company and the Union.

The Company agrees to hold a quarterly labor management meeting to facilitate open communication between the Company and Union. These meetings will be scheduled annually during the months of March, June, September and December.

A written list of the Union Stewards will be furnished to the Company after their designation and the Union will notify the Company of any changes.

The Union Stewards will consist of a maximum of two (2).

The Company shall pay employees covered by this Agreement and representing the Union at their straight time rate for the time spent during the employee's normally scheduled work period in negotiating a Collective Bargaining Agreement, processing grievances, arbitration hearings and attending Company Union meetings.

Hours spent in preparing and for negotiating a Collective Bargaining Agreement will be agreed upon by the Union and the Company, limited to forty (40) hours per week.

Union Committeepersons, Stewards and Officers of the Union will be granted unpaid leave(s) to attend official union meetings and/or training. However, the Company reserves the right to withhold approval where it is determined that such leave(s) would unreasonably impact operations.

Section 3. Union Access to Company Premises.

Accredited representatives of the Union shall be permitted to enter on the premises of the Company at all reasonable times to the extent that government regulations permit. Upon being admitted, the Union representatives shall inform the Manager, Human Resources, or his designated representative, of the area or areas they wish to visit and then proceed to the area they wish to visit and contact the supervisor present in the area. It is understood that if it becomes necessary for the Union representatives to engage in any substantial discussion with an employee during his working time, then the Union representatives will secure permission for such discussion from the employee's supervisor.

The collection of dues and assessments and campaigning for Union office will be restricted to non-working hours, but in no event shall any Union representative engage in organizing or campaigning for political office on Company premises.

Section 4. Union Security.

For the convenience of the Union and employees who are members of the Union, the Company agrees to deduct regular weekly Union dues from the wages of each employee who authorizes such deduction as provided for herein.

An employee who desires the Union dues to be deducted from his wages shall submit a fully executed authorization form to the Company, as approved by the parties, signed by said employee from whose wages deductions are to be made as provided for therein.

Deductions shall be made for the regular weekly Union dues of each employee in the bargaining unit for whom the above authorization has been received effective the first full pay period after an employee's authorization is received. Deductions shall continue weekly in like manner thereafter.

Deductions shall be remitted monthly to the designated Financial Officer of the Union not later than fifteen (15) days after the last weekly deductions have been made each calendar month. The Company shall furnish the designated Financial Officer of the Union with a monthly record of those for whom deductions have been made.

An employee's authorization for dues deduction shall automatically be voided upon his transfer outside the bargaining unit.

An employee changing the company for whom he is working shall submit a new authorization card.

Temporary employees are exempt from this section. On call employees shall have minimum dues deducted and remitted to the Union in accordance with this article.

**ARTICLE 4
EQUAL OPPORTUNITY**

Section 1. Equal Opportunity.

The Company and the Union mutually agree to cooperate in establishing and/or maintaining, at the project covered by this Agreement, Equal Employment Opportunity, Affirmative Action Programs, the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) consistent with all Government statutory obligations applicable to employees and applicants for employment and thereby to provide, consistent with corporate policy, equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity regardless of race, color, religion, sex, national origin, age, disability, or membership or non-membership in any labor organization. The Company shall also give due consideration to qualified Veterans.

When the Company needs additional employees, the Union will be given equal opportunity with all other sources to provide suitable applicants. The Company, however, shall not be required to hire those referred by the Union or any other sources.

ARTICLE 5 GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Grievance Procedure.

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the Union, the employee, and the Company.

For the purpose of this Agreement the term grievance means any differences arising between the Company and the Union or an employee involving the interpretation or application of the terms of this Agreement.

Whenever an employee covered by this Agreement has instituted a grievance as described below or wishes to institute a grievance, the Union Steward responsible for that employee's work area shall be permitted to leave his/her work area to adjust the matter. An employee may inform the Union that he does not desire Union representation which request shall be honored; however, such a request shall not deprive the Union of the right to be present and participate at all stages of the grievance procedures. The Union Representative must secure permission from his Supervisor prior to his departure during working hours which permission shall be granted unless the Union Representative's departure at that time would create an extremely critical situation. If the Union representative must enter a work area other than his own in fulfillment of his duties, he shall notify the Supervisor in that area of his presence and purpose. The Supervisor shall allow the Union Representative to discuss the matters with the affected employee unless discussion at that time would create an extremely critical situation.

Upon the request of an employee or the Union Representative, the Supervisor shall permit the Union Representative and the affected employee to discuss matters relating to a complaint or grievance in private. Time spent in investigating and adjusting grievances by Union Representatives and employees during working hours shall be limited to a reasonable period of time which the parties hereto would not normally expect to exceed 30 minutes to an hour per investigation.

Step 1. (Oral) A grievance shall be raised by the aggrieved employee with Union Representation which would normally be the employee's area Steward/Committeeperson, presenting the facts and issues in connection with the grievance to the aggrieved employee's Supervisor. The initial raising of a grievance must be done within five (5) working days of the occurrence of the facts that give rise to the grievance, or else it shall be considered waived. Employees raising a grievance shall cite the Article of the Collective Bargaining Agreement that has been violated. The Supervisor shall have three (3) working days in which to advise the employee, and the Union Representative of his

decision in connection with the grievance raised. Should this fail to settle the grievance, then:

- Step 2.** The grievance shall be reduced to writing by the Union Representative and the aggrieved employee and be presented to the Company Department Manager or his designated representative within three (3) working days by the Union Representative and the aggrieved employee, or else it shall be considered waived. Grievances or disputes affecting the employees in a Unit as a whole may be initiated by the Union by presenting it in writing to the Company Department Manager, or his authorized representative within seven (7) working days of the occurrence of the facts giving rise to the grievance or else it shall be considered waived. The Company Department Manager or his designated representative shall answer in writing within three (3) working days. Should this fail to settle the grievance then:
- Step 3.** The grievance shall be presented to the Company Manager, Human Resources or his designated representative within five (5) working days of the answer of the Company Department Manager or his designated representative or else the grievance shall be considered waived. A conference shall then be expeditiously arranged and held within ten (10) working days, which period may be extended by mutual agreement, between the Company Manager, Human Resources and a maximum of three (3) on-site representatives, not including the Business Representative(s), of the Union and the aggrieved employee. The Company Manager, Human Resources shall have five (5) working days in which to answer the grievance in writing. In the event that this conference fails to settle the grievance amicably, the Union may refer the matter to arbitration.
- Step 4.** Non-Binding Mediation. Any grievance that has not been settled pursuant to Step 3 above of this Agreement may, with the consent of both Parties, be referred to non-binding Mediation before the grievance is moved to Arbitration. The Mediator will be requested from the Federal Mediation and Conciliation Service (FMCS).

Section 2. Arbitration Procedure.

Any grievance not adjusted in the normal manner or any dispute between the Company and the Union involving the interpretation or application of this agreement shall be referred to arbitration as herein provided.

The Company and Union will make every attempt to mutually agree upon an arbitrator to hear any case before submitting to the Federal Mediation and Conciliation Service.

In the event the parties are unable to agree on an arbitrator, then either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to the parties. If the parties agree and select an arbitrator, the arbitrator's name will be sent to the Federal Mediation and Conciliation Service. In the event the parties cannot agree on an arbitrator, the choice shall be made by the alternate strike method. The person whose name is not struck shall be named as arbitrator. The determination of who goes first shall be made by tossing a coin. After a case on which the arbitrator is empowered to rule hereunder has been referred to said arbitrator, it may not be withdrawn by either party except by mutual consent.

The arbitrator shall have no power to alter, change, or modify the terms of the Agreement.

The arbitrator shall render a decision, signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Company.

Regardless of the outcome of any matter submitted to arbitration, the costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fee and expenses.

The costs of any additional services required by either party shall be borne by the party requesting these additional services. The cost of requests for arbitration panels shall be alternated by the Union and the Company.

Any grievance not presented, processed to adjustment or scheduled for arbitration as provided in this article within six (6) months of the date of the alleged contract violation shall be waived. The time limitations set forth in this article may be extended by mutual agreement of the parties.

ARTICLE 6 EMPLOYEE BENEFITS

Section 1. Types of Employees

All full time and part time and temporary employees.

Section 2. Holidays.

Employees covered by this Agreement shall receive eight (8) hours of pay at their regular hourly rate for the following holidays:

New Year's Day	Martin Luther King Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

One floating day to be requested by the employee and approved by management.

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

To be eligible for holiday pay, an employee must be in pay status on the scheduled working day preceding and following the holiday.

Any holiday which falls on a Sunday shall be celebrated on the following scheduled day of work. Any holiday which falls on a Saturday shall be celebrated on the preceding scheduled day of work.

If a holiday falls within an employee's Paid Time Off or bereavement such holiday shall not be considered as part of the leave period and the Company shall give an additional day off.

Any employee called in and reporting to work on any of the above holidays, or days on which they are observed, shall perform the work for which he was called in, work related thereto, and any other emergency work which arises and shall be paid one and one-half (1.5) his regular straight time rate of pay for actual hours worked in addition to eight (8) hours holiday pay and will be guaranteed four hours' work or pay in lieu thereof.

Full-time, Modified Full-time, Temporary and Part-time employees will receive Holiday pay for the hours which they would normally be scheduled to work. (For example; if a Modified Full-time employee is normally scheduled to work four (4) hours on a Monday, then he would receive four hours of Holiday pay for a Holiday that is recognized on that Monday)

Section 3. Paid Time Off

All current Vacation, Sick Leave and Personal Time in an employee's account at the signing of this agreement will be added together and converted into one account called Personal Time Off (PTO).

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

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

Employees with less than four (4) years of service will accrue 3.54 hours per week

Employees with four (4) to seven (7) years of service will accrue 4.31 hours per week

Employees with seven (7) or more years of service will accrue 5.08 hours per week

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

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

Scheduling of PTO will be management's responsibility and shall take into consideration the workload commitments of the organization. PTO must have been accrued prior to using. All PTO requests should be made in advance.

Unscheduled PTO may be granted by management for all or part of a day for reasons of illness, emergency or other unanticipated reasons deemed valid by management.

Employees on an approved medical leave through Human Resources will be allowed to immediately use their banked legacy sick time in lieu of PTO. Employees will have the option to use PTO and/or Legacy Sick Leave in part or whole to supplement any disability income.

Any employee having accrued unused leave at the end of the government fiscal year shall have the privilege of carrying such unused leave forward into the following fiscal year. If unused leave is carried forward, a maximum of 800 hours will be permitted. Any hours above will be paid in the first full pay period in October.

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

All Regular Full-time and Modified Full-time employees are entitled to PTO. Modified Full-time employees will accrue pro-rated hours of PTO based on actual hours worked.

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

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

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

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

A bargaining unit employee (donor) may transfer PTO hours to another employee (donee) where the medical condition of the donee, or the medical condition of an immediate family member of the donee, requires the donee to be absent from work and will result in substantial loss of income to the donee because of unavailability of paid leave. In order to become entitled to transfer under this section, the donor and donee employees must qualify under company policy and follow applicable procedures.

The Company may discharge any employee who misuses this provision for leave.

Legacy sick leave is paid out only for qualifying absences and is paid out upon termination based on the following criteria:

- A. Employees who are employed by the Company on a Regular Full-time or Regular Part-time basis as of the signing of this Agreement who retire at the age of 62 years of age or older and provided they have at least one year of service with the Company, regardless of their eligibility for IAM National Pension Plan retirement benefits, or who retire at 55 years of age with 20 years of service or at any age with 30 years of service will be paid for unused legacy sick leave time when the employee leaves the Company.
- B. Should any employees who are employed by the Company on a Regular Full-time or Regular Part-time basis as of the signing of this Agreement who passed the age of 62 die while in the employment of the Company, their unused legacy sick leave time will be paid following normal payroll procedures.
- C. Employees who either are laid off and not offered an opportunity to return to work within one year or apply for, but do not receive, employment with a successor contractor to the Company at SSC, will be paid at their straight time rate for the Legacy sick leave time accrued, but unused, up to a maximum of sixty (60) days when the employee was laid off by the Company or when the successor contractor took over from the Company.

Section 4. On-the-Job Injury.

Employees injured on the job shall not be at a loss of pay on the day of an injury.

Employees injured on the job must be examined at the SSC Medical Clinic unless medical personnel determine transportation to a local hospital is required.

Employees injured on the job shall be subject to drug screening either after release from the SSC medical Center or as part of examination and treatment in the hospital.

Employees will be given reasonable time off to attend future scheduled medical appointments related to the injury.

Section 5. Leave of Absence.

Any employee, upon application in writing, may be granted a leave of absence without pay at the discretion of the Company. A leave of absence without pay shall be granted for a period not to exceed one (1) year because of personal illness, disability or undue hardship. Documentation substantiating the need for leave of absence may be required by the Company. Seniority shall not accrue for a leave of absence in excess of one calendar month except for leave of absence for personal illness, disability or undue hardship.

At the termination of the leave of absence if for personal illness, disability or undue hardship the employee will upon application be returned to his former position providing that the position is available and the employee is able to perform the job. In the event the former position has since been abolished or the employee is unable to perform the job, the employee will be assigned to an equivalent position for which he is qualified in accordance with the seniority provisions of this Agreement. In all cases, the employee will receive the prevailing rate of pay for the job to which he is assigned.

Employees accepting full time positions as Union Representatives shall be given an automatic leave of absence without pay for their term of office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has since been abolished, and there is no equivalent position vacant, they shall be allowed, if necessary, to bump into an equivalent position at the prevailing rate of pay for that job.

Employees taking a medical leave of absence will not be required to first use accrued PTO.

Section 6. Jury, Witness and Military Pay.

Jury and subpoenaed witness duty shall be considered a paid absence outside of that which is provided elsewhere in this agreement. The employee who serves on a jury or as a witness shall be paid their normal straight time wage rate to a maximum of forty (40) hours. Any difference in pay due to military leave will be paid for up to eighty (80) hours per calendar year. This payment is not applicable to weekend or monthly inactive drill dates. Full-time employees will be compensated for jury and subpoenaed witness duty and military duty based on their normal hours scheduled to work.

Employees on military leave shall continue to accrue seniority in the classification of which they held prior to military leave.

Section 7. Pension Plan.

For the duration of this Agreement, the Company agrees to make hourly contributions in the amounts listed below to the IAM National Pension Fund of the International Association of Machinists and Aerospace Workers for each employee covered by this collective bargaining agreement on the basis of eight (8) hours a day up to a maximum of forty (40) hours per week for each hour the employee is receiving his regular rate of pay.

Part time and On-call employees working 601 or more hours in a calendar year will receive pension contributions for hours worked in that calendar year where he received his regular rate of pay. However, when an On-call or Regular Part-time employee receives a bid award to a Regular Full-time or Modified Full-time position, the date of the bid award is the eligibility date for the commencement of benefits and leave accruals.

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

Pension contributions will be as follows:

Effective June 13 2011 - \$2.85
Effective June 12 2012 - \$2.95
Effective June xx 2013 - \$3.05

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

Section 8. Health and Welfare Benefits.

The Company will provide Medical, Dental and Vision coverage to the Bargaining Unit employees. The cost to the employee will be twenty (20%) percent of the prime Contractor's (GHG Corporation's) monthly premium cost for medical coverage elected by the employee.

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

If the cost share increases more than 10% at the time of renewal the Company agrees to meet with the Union to discuss options.

The Company will pay 50% of the total premium cost for dental coverage elected by the employee. All employees portion of the premium shall be figured on the prime Contractor premium cost.

The employee will pay 100% of the total premium cost for vision insurance elected by the employee. The cost to the employee shall not exceed the prime Contractor cost.

For an employee on a leave of absence without pay for personal illness, disability or undue hardship, the Company will continue to pay the Company portion of the medical insurance premium for a period up to twelve (12) months. Employees who do not participate in the plan will not receive monetary payments.

The Company agrees to maintain life/accidental death insurance in the amount of thirty thousand dollars (\$30,000), with an additional thirty thousand dollars (\$30,000) for accidental death, for the duration of this Agreement.

Section 9. Funeral Leave.

In the event of a death in the current immediate family – parents (including step-parents), grandchild, sister, brother (including half-sister and half-brother), spouse, child (including stepchild), mother or father-in-law, brother or sister-in-law, son or daughter-in-law and grandparents, and grandparents-in-law – any employee covered by this Agreement will be granted three (3) days of leave (twenty-four (24) hours). The Company will grant covered employees an additional day (8 hours) of funeral leave, for travel in excess of two hundred (200) miles one-way from the employee's home. It is further understood that employees may use their PTO to extend their absence in conjunction with funeral leave. Full-time employees will be compensated for funeral leave based on their normal hours scheduled to work.

Section 10. 401(k) Plan.

The Company agrees to make payroll deductions for the IAMAW 401(k) plan in accordance with the plan document provided to the Company by the IAMAW Pension Office.

Section 11. Critical Illness/Injury of Children.

An employee absence, regardless of pay status, necessitated by the critical illness or injury of the employee's child of any age shall not be held against the employee.

ARTICLE 7 DISCHARGE & DISCIPLINE

Section 1. Just Cause.

No employee shall be discharged, suspended, demoted, or otherwise disciplined without just cause. Any employee who has been discharged shall be granted an interview with his Union Steward or Committeeperson, before he is required to leave the premises. The employee may inform his Union Steward that he does not desire union representation, which request shall be honored.

Section 2. Representation.

In all cases of discharge, demotion or written discipline, the employee involved and the Union representative shall be notified in writing of the action taken and the reason at a

meeting among all involved. In addition, the Company shall provide a copy of the written notification to the Union's Recording Secretary.

Section 3. Disputes.

Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge, demotion or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions of this Agreement. When an employee is suspended from work without pay, that absence will not negatively impact the employee.

Section 4. Letters of Discipline.

Letters of discipline (warning or suspension) will not be used in arbitration or any formal disciplinary action, nor will they prevent promotions, after a period of one (1) year from the date of issuance. No oral warnings that are six (6) months or older will be used in any formal disciplinary procedures. Suspensions will stay on file for two (2) years.

Section 5. Removal from Work.

Employees involved in violent or hostile circumstances may be removed from Stennis Space Center and sent home pending result of investigation.

ARTICLE 8 SAFETY & SANITATION

Section 1. Regulation.

The Company will comply with all applicable Federal and State safety and health laws to the extent it is permitted to do so by the provisions of its contract with the National Aeronautics and Space Administration.

Section 2. Equipment.

The Company will furnish uniforms and safety glasses for employees when such are required for the efficient and safe performance of the employees' duties.

Section 3. Inoculations.

Employees working in areas having unsanitary conditions will be furnished inoculations as good medical practices dictate.

Section 4. Buddy System.

The Buddy System will be required when employees are working in environments as follows:

- a. Inside vessels, lift stations, areas of leaking gas, high voltage (50 volts when energized, or above), high pressure gas (3500 lbs. or higher); chemical cleaning or cryogenic testing, or to work with hoist equipment, necessitating the presence or assistance of another individual under the existing safety regulations, there shall always be two or more employees assigned thereto; however, the "buddy system" will be utilized to comply with any regulatory or safety provisions as required.

- b. When work involves extensive troubleshooting and/or work on top of elevators there will always be two (2) qualified technicians assigned. Elevator work will require the "buddy system" for all work under or over the elevator or for proof testing. (See latest revision of SSC Project Article 11-20-008 "Buddy System".)

Section 5. Safety & Training.

Employees shall be reimbursed the renewal cost for Commercial Driver's License needed to perform his duties. It is understood that the employee is responsible for the initial payment for the renewal license and that the Company requires a receipt for payment.

A Union Steward, may participate in monthly safety meetings and training sessions. The Steward may report any condition he believes to be unsafe to the Safety Department for investigation and response. It is also understood that all employees should participate to the maximum extent possible in safety programs and report any unsafe condition which they believe exists for investigation.

The Company and the Union are deeply committed to support safety in the workplace for all workers and will, therefore, partner to achieve and maintain the OSHA Voluntary Protection Program.

A joint Management Labor Safety Committee will be formed consisting of three (3) management representatives and three (3) labor representatives. The labor representatives will be appointed by the Union President. Either party to the VPP partnership may elect to opt out of the partnership for good cause by providing a ninety (90) day written notice to the other party stating the basis for its withdrawal. During the 90-day notice period, the parties will endeavor in good faith to provide for the continuation of the VPP.

Section 6. Safety Shoes.

The Company will issue safety shoes to employees who are required to wear them in accordance with OSHA, ANSI.

The Company will pay for quality safety shoes when required in accordance with the above. The Company will pay up to \$150 for a quality safety shoe.

Employees who are designated to wear safety shoes must wear them each day of work. If for any reason they do not have them in their possession on a workday, they will be required to wear safety protective shoe caps consistent with OSHA standards.

Shoes will normally be replaced by the Company every twelve (12) months from the date of issue to the employee. Employees who damage shoes through neglect or lose possession of them will be required to purchase new ones at their expense through payroll deduction within a period of ten (10) days after loss.

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

ARTICLE 9 ASSIGNMENT OF WORK

Section 1. Work Assignments.

Company supervision will make all work assignments.

When an employee is assigned to perform work in a higher paying job classification and performs such work during any one working day, he shall receive the higher rate of pay for all hours worked in the higher paying classification, provided that the employee is assigned and is actually performing the primary duties of the higher paying position. When an employee is temporarily assigned to a lower classification, he shall receive his regular rate of pay. Where practical, assignments to lower classifications will be rotated.

The primary duties and responsibilities of a Lead shall be the leading and directing of employees as assigned. However, Leads will not make job assignments.

Exempt/non-represented employees will not be called to work to perform those functions presently certified under the Collective Bargaining Agreement. Notwithstanding the above, an exempt/non-represented employee may be required to inspect and determine the nature of a problem.

If it is determined to be other than incidental and a non-emergency situation, an attempt will be made to contact and call in to work appropriate employees covered by the Collective Bargaining Agreement.

In two shift operations, personnel will be allowed to select the shift of their choice by seniority. However, the Company reserves the right to assign individuals to a given shift in order to assure proper balance of experienced personnel.

Whenever practicable, but excluding subcontracting decisions made by the Company when placing subcontracts with minority, small or disadvantaged businesses, the Company will, when work covered by the Collective Bargaining Agreement is identified for subcontracting, discuss subcontracting plans with the Union. When requested by the Company, the Union may submit a proposal and the Company will review the Union proposal, without commitment on the Company's part, prior to the selection of a subcontractor.

ARTICLE 10 WAGES & CLASSIFICATIONS

Section 1. Wage Rates.

The applicable wage rates and effective dates for the respective classifications are shown in the attached Exhibit A.

Section 2. Pay Practices.

Payment of wages shall be bi-weekly and, at the option of each employee's payroll employer, shall be made by electronic funds transfer with electronic advice (notification) of deposit, or direct distribution of paycheck to the employee.

Section 3. Shopleader/Leads.

1. A Shopleader will be a working employee who will, at the direction of his supervisor, assist the supervisor in the performance of his duties and/or act as a working Shopleader. He must be able to provide initiative and competent leadership. He will be responsible for the continuity of work and quality and quantity of work produced by his assigned group. He must be able to properly prepare and process all forms required in conjunction with the group and work assigned.
2. Seniority shall not be controlling in regard to promotion to Shopleader. Selection of individual employees for promotion to Shopleader shall be based upon qualifications, merit and capability; however, seniority will be a factor to be considered by the Company.
3. A Shopleader who is selected from a lower classification will continue to accrue his seniority, in that lower classification. In the event of a layoff, the most junior employee in the job classification affected will be laid off. For example, a certified welder selected to be a Shopleader of the weld shop would continue to accrue his seniority in the certified welder classification. However, if a layoff for certified welders occurs, the most junior employee in that classification would be selected for layoff, and not the Shopleader.
4. Shopleaders can bump back to any job that they have previously worked, in accordance with seniority provisions of this Agreement, provided they give the Company a two (2) week notice in writing.
5. Additional pay for Lead, Lead I and Shopleader will be as follows:
 - A Lead will receive 5% over their current classification straight time rate.
 - A Lead I will receive 7% over their current classification straight time rate.
 - A Shopleader will receive 10% over their current classification straight time rate.

Leads, Lead 1's and Shopleaders who are above the Maximum of their lead pay listed above at the signing of this agreement will be Grandfathered at their current

rate of pay until the Maximum is greater than their hourly wage. These employees will receive a onetime payment in lieu of the percentage wage increase in accordance with the wage increases in Exhibit A. Said payment will be equal to the percentage increase of that contract year based on the following formula (current hourly wage X pay status hours for contract year x wage percentage increase).

6. The Company may establish a Lead or Lead I position in certain shops to assist Shopleaders as operations dictate. In such instances, the Lead or Lead I will not perform all the duties of Shopleader in any one work-day schedule. It is understood that every shop will not require these position(s), and the intent is to provide Shopleaders in large shops with qualified assistants.

ARTICLE 11 HOURS OF WORK & OVERTIME

Section 1. Applicability:

All Regular Full-time and Part-time and Temporary Employees.

- a. A work day is defined as a 24-hour consecutive period commencing at 0001 and ending at midnight.
- b. A pay week is defined as a 7-day consecutive period commencing at 0001 Saturday and ending at 2400 (midnight) Friday.
- c. The normal work week schedule will be Monday through Friday 40 hours per week with a regular workweek defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by operational requirements. Where operating requirements permit, the Company will provide affected employees two (2) working days' notice of a change. Normal routine shifts cannot be staggered within a work group for the purpose of preventing overtime.
- d. Employees whose normal work shift begins between the hours of 12:00 Noon and 3:30 a.m. will be considered on a night shift. Such employees will receive a shift pay differential of \$1.00 per hour, in addition to their regular earnings for all work performed on such shifts (included in straight time rate for overtime computation).
- e. One and one-half (1.5) the regular straight time rate will be paid for hours worked in excess of eight (8) hours in a day, except for employees who are subject to reduced daily schedules due to inclement weather and make up time within the same work week, Regular Part-time employees and On-call employees. One and one-half (1.5) the regular straight time rate will be paid for hours worked on a holiday.

- One and one-half (1.5) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's first day of rest.
- Two (2) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's second day of rest.
- f. For the purpose of determining whether or not an employee is entitled to overtime pay for having worked more than eight (8) hours in a day all hours in a pay status will be counted.
- g. Two (2) times the straight time rate will be paid for hours worked in excess of twelve (12) hours in a day or in a continuous required work period. If an employee is called back to work during the day of his normal work period, the hours worked thereafter shall be added to the hours worked during his normal work period for the basis of determining overtime payment. When under this computation, an employee goes into a double the straight time rate pay status, he shall remain in a double the straight time rate pay status until released by the company. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his regular shift, the first eight (8) hours will be paid at straight time. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time except where the employee has worked for twenty-four (24) hours or more in a two (2) day period. He may be sent home for rest without pay at the Company's discretion to report back at his next regularly scheduled work period provided the employee has had a minimum of eight (8) hours off for rest. When an employee has worked twenty-four (24) or more hours in a two (2) day period and has not had a minimum of eight (8) hours off for rest between the second and third day, all hours worked on the third day will be paid at two (2) times the straight time rate.
- h. Employees are required to work overtime when assigned. The Company will inventory and attempt to equalize the opportunity for overtime within each classification by crew, by department, by bargaining unit. Records of overtime worked by employees shall be made available each week to Union representatives. Employees from one job classification will not be called upon to work overtime in another classification unless all employees within such other classification request relief from overtime work. Employees who request relief from overtime will be charged the equivalent pay hours of overtime worked. Temporary employees will not be scheduled for any overtime work until the regular employees in that job classification have been offered the overtime.
- j. Overtime or premium rates shall not be pyramided on any workday.

- k. For the purpose of computing the overtime pay for holidays, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins.
- l. In the event the employee reports for work at the start of his scheduled shift, he shall receive at least four (4) hours of work or pay in lieu thereof unless he was previously notified not to report.
- m. In the event the employee is called back to work after he has completed his scheduled hours and after leaving the site for the day, he shall be guaranteed at least four (4) hours of work at the designated overtime rate. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his regular shift, the first eight (8) hours will be paid at straight time. In the event the employee is called in to report to work less than four (4) hours before his scheduled hours, he shall be guaranteed at least four (4) hours pay at the designated overtime rate. These four (4) hours are guaranteed to be paid in addition to and not inclusive of the regularly scheduled work hours.
- n. In the event the employee is called to work on an unscheduled workday (Saturday or Sunday) he shall be guaranteed at least four (4) hours of pay at an overtime rate of one and one-half (1.5) times for Saturday and two (2) times for Sunday.
- o. Employees who began work on an overtime assignment on their first day of rest will be paid at the overtime rate (i.e., one and one-half (1.5) times the regular straight time rate) for all continuous hours worked up to twelve (12), even though the period of continuous service continues into second day of rest.
- p. Employees who began work on an overtime assignment on their second day of rest will be paid at the overtime rate (i.e., two (2) times the straight time rate) for all continuous hours worked even though the period of continuous service continues into another day.
- q. Further to the above, if an employee normally works the day shift he will not be paid shift differential for overtime hours; however, if any employee normally works the evening shift he will be paid the appropriate shift differential compounded for overtime purposes.
- r. Any employee who is called in to work shall receive a minimum of four (4) hours call-in pay.

Section 2. Off-site Assignments.

Employees shall receive straight time rates for all hours spent traveling, but not working.

Employees who are assigned work while away from the Stennis Space Center will be paid in accordance with the provisions of this Agreement for such hours worked.

Prior to any off-site assignment, the Company and the Union shall meet and confer regarding any special payment provisions for the assignment.

ARTICLE 12 GENERAL

Section 1. Bulletin Boards.

Space on existing bulletin boards will be made available for the sole use of the Union as follows:

Notices of Union recreational and social affairs.

Notices of Union elections.

Notices of Union appointments and results of Union elections.

Notices of Union meetings.

Other notices concerning bona fide Union activity such as Cooperatives, Credit Unions, and unemployment compensation information.

Section 2. Emergency Work Stoppages.

Emergency work stoppages not under the Company's control such as weather disasters, riots, and other national disasters, wherein employees are directed not to report to work are considered a normal work day, and personnel shall be allowed their regular salary (not to exceed eight (8) hours in a day) will only be granted when approved in writing by the Contracting Officer. However, each employee who is called in by the Company to perform emergency duties during their regular hours of work shall be paid one and one-half times (1.5) his regular straight time rate of pay for actual hours worked in addition to their regular rate of pay. Emergency Rideout Team members (including EMCS Operators) who are designated to work when SSC is closed and required to remain on site until release by the NASA/SSC Incident Command shall be paid two and one-half (2.5) hours pay for all hours worked and all daily administrative hours paid to non-essential personnel during base closure.

No charges to PTO or other leave will be made by the Company for such emergency work stoppages.

It is understood that under such conditions some confusion may exist in the selection of employees who agree to perform emergency work. The selection of employees will be on a rotating voluntary basis according to classification seniority.

Section 3. Maintenance of Privileges.

Any and all privileges enjoyed by the employees will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to change or specifically waive any of these privileges.

Privileges as used herein means advantages or special benefits (i.e., lunches, parties, banking privileges) heretofore granted to employees and subject to reasonable rules and regulations promulgated by the Company or the customer. Privileges do not refer to wages, hours and working conditions negotiated by the parties and made a part of this Agreement.

Section 4. Tool and Work Area Clean Up Period.

Adequate time will be allowed before the end of the shift to clean up work areas, put away tools used during the shift as directed by the Company, and for time-keeping recording.

Section 5. Flexible Work Schedule.

A Flexible Work Schedule will be administered in accordance with a mutually agreed upon policy. Both parties agree to review this policy semi-annually. Changes will be made only by mutual agreement of the parties.

Section 6. 4 Day/10 Hour Workweek.

1. One and one-half (1.5) the regular straight-time rate will be paid for hours on Saturday, and scheduled day off also hours in pay status over 10 and below 12. Two (2) times the straight-time rate of pay shall be paid for hours worked on Sunday, also all hours in pay status over 12.
2. Employees who are laid off for lack of work will receive 80 working hours' notice or 80 working hours pay, at straight time rate, in lieu of notice.
3. Employees who resign their employment with the Company must provide 80 working hours' notice.
4. PTO accrual rates will not change. However, absences for PTO, or military, jury duty and funeral leave would be charged at the 10 hour per day rate when taken on work days.
5. The Company will make the appropriate contributions per hour to the IAM Pension Plan up to a maximum of forty (40) hours per week for each hour the employee is receiving his regular rate of pay.
6. On weeks with a regularly scheduled holiday, management of each unit will provide coverage for the remaining regular workdays in that week. Providing work schedules permit, employees shall be allowed to flex or take PTO leave during holiday weeks to get 40 hours provided management determines it is feasible. Management requires the entire unit to revert to an 8-hour/5-day

workweek. On weeks preceding and succeeding a holiday week, the unit will work a 4 day/10 hour workweek period.

7. The normal work week schedule will be Monday through Friday 40 hours per week with a regular workweek defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by operational requirements. Where operating requirements permit, the Company will provide affected employees two working days' notice of a change.
8. At the employee's request, the employee will be allowed to work a 4 day/10 hour work week schedule. All efforts to allow the employee to work 4 day/10 hour work week will be made. Employees will be notified of any discontinuation of a 4 day/10 hour work week upon mutual agreement between the Company and the Union.
9. Mutually agreed upon pilot programs will be implemented in areas that have not previously worked a 4 day/10 hour work week schedule.

Section 7. Job Descriptions.

Job descriptions, including revised and amended job descriptions, shall be provided to the Union. These job descriptions will be stamped Company proprietary and shall be treated as such by the Union. The Union shall retain custody and control of them in a secure manner.

Company changes to the job descriptions will be given to the Union at least thirty (30) days prior to the job being posted with the new requirements.

The Company and Union will mutually agree to update job descriptions within six (6) months of the signing of this agreement.

Section 8. Use of Forklift Trucks.

Heavy equipment operators will be assigned to lift items weighing up to 8,000 pounds or greater. All other personnel will normally be restricted to movement of 6,000 pounds or less, but in no event more than 8,000 pounds.

If an employee has a need for a forklift truck to perform his regular duties at a location other than inside the 2204/2205 industrial complex, the employee may drive it to that location. However, no materials will be transported on the forklift to the job location except by storekeeper personnel and the property administrator, since heavy equipment operators will normally perform this function in accordance with the weight limitation referred to above.

All employees who are operators of forklifts must be certified in accordance with the TOC Certification Plan.

ARTICLE 13
SENIORITY - JOB VACANCIES & LAYOFFS

Section 1. Seniority/Breaks in Seniority.

1. Seniority for employees covered by this Agreement after its execution shall be determined for purposes of promotion, layoff, and callback, according to the Company SSC Seniority List in effect at the time. A copy of the current Company SSC Seniority List will be provided to each employee covered by the Collective Bargaining Agreement. The seniority list will be posted on the Union bulletin board for a period of thirty (30) days upon publication of this Agreement during which period any employee covered by this Agreement shall advise his Union Representative of any alleged inaccuracy and it shall be the duty of the Union to advise the Company if any change is required in the seniority list. Once an employee agrees that his seniority is correct by affixing his initials by his seniority date, it shall not be changed in any subsequent review. Individuals becoming employees covered by this Agreement after finalization of the attached seniority list shall be added to the list in the appropriate classification according to the time that each became an employee covered by the Agreement. Effective 5 January 1979 the relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the lowest last four (4) digits shall be deemed the senior.

The seniority date for a temporary employee will always be the date they become a regular employee.

2. Seniority for the employees covered by this Agreement for purposes of promotion, layoff, and callback shall accrue for time actually worked with the Company and time on authorized leave under the terms of this Agreement. Seniority will be lost whenever the employee covered by this Agreement: (Ex. If an employee is on military duty they will continue to accrue seniority.)
 - a. Voluntarily terminates his employment, is discharged, or fails to apply to return to work at the termination of an authorized leave of absence.
 - b. Is absent from work because of personal illness or accident and fails to keep his manager notified monthly stating the probable date of his return to work.
 - c. Is laid off for a period of more than two (2) years.
 - d. Is notified within two years from date of layoff that he may return but fails to respond within five (5) working days after receipt of offer and arrange a mutually satisfactory date for re-employment.

- e. Accepts a position outside the bargaining agreement and exceeds thirty (30) calendar days.
3. The seniority list will be revised periodically and provided to the Union representative once a year for a period of forty-five (45) days, during which period of time it shall be the obligation of each employee and the Union to notify the Company in writing of any errors on said list. The list shall be available for inspection by any employee or Union Representative at reasonable times. It is the Union's duty to resolve any dispute between employees covered by this Agreement as to their respective seniority and to advise the company of the resolution thereof. Failure to notify the Company Manager, Human Resources, or his designee, of any errors within the above-mentioned 45-day period shall foreclose any changes to the dates shown on the list.
4. For purposes of this Agreement, there will be three (3) seniority dates: Union Seniority, Classification Seniority and Site Service Seniority.

Union Seniority - represents the total amount of time (adjusted if required) employees have been in a job now covered under the Collective Bargaining Agreement. Union seniority will be used for bidding and bumping purposes only.

Classification Seniority - is the time accrued under each classification in which an employee has worked. Classification seniority will be used to determine the most junior employee in an affected classification in a layoff or as defined in exhibit B.

Site Service Seniority - is the length of continuous time an employee has worked at the Government facility performing the kind of work performed by the Company and its predecessors.

Site Service Seniority shall apply for purposes of PTO eligibility. However, for those employees with an adjusted company service date greater than their Site Service, the adjusted Company service date shall apply for purposes of PTO eligibility. The seniority described above is that seniority indicated for each employee in the current SSC seniority list.

5. Layoff date is the date on which an employee was laid off from the Company. The layoff date shall be maintained on the seniority list for the length of callback rights.

Section 2. Job Vacancies.

1. Notices of job openings in the bargaining unit covered herein will be posted on the Union bulletin board for a period of five (5) working days during which time the job shall not be filled. All employees covered by this agreement regardless of employer will be eligible to bid on openings. Employees on leave may bid by phone or by proxy for any openings posted during their leave time.

2. If an employee who possesses the required qualifications wishes to be considered for an available opening, the employee may submit a job posting application. Such request must be received by the Human Resources Department no later than the end of the employee's regularly scheduled shift on the fifth (5th) working day following the original day of posting. The Human Resources Department will provide a listing of represented employees who bid on the job openings.
3. When an employee is promoted or refuses promotion, the employee shall not be eligible to file another bid request for six (6) months. Prior to being selected for promotion, an employee may withdraw a promotional request at any time.
4. New hire employees with less than twelve (12) months seniority in the job classification for which they were originally hired shall not be eligible to participate in the Job Posting Program until they have completed the twelve (12) month seniority requirement, unless there is no qualified bidder.
5. Employees selected for promotion shall be released to the available higher-rated classification and transferred to the new department within ten (10) working days following selection for promotion.
6.
 - a. Seniority shall be the determining factors in filling job vacancies.
 - b. In the event of a posted job opening, the bidding employee with the most classification seniority in the union as defined in Exhibit B shall be awarded the position. In the Warehouse and Clerical job classifications, seniority within those job classifications, not union seniority, shall be the measurement.
 - c. Qualified shall be defined as any person holding the minimum requirements as defined by the job description for the position.
7. If the Company determines within a period of thirty (30) working days that an employee selected to fill a job vacancy is not performing the job satisfactorily, the employee will be returned to his previous job without loss of seniority. If the employee's previous job has been abolished and there is no other job available for which the employee is qualified and eligible, then the employee shall be put on layoff. If employee returns to their previous held job, the job will not have to be re-bid. In this event, the second senior qualified bidding employee will be granted the job.
 - a. If the employee determines to return to their previously held job position within 30 working days the Company shall grant the request. If employee returns to their previously held job, the job will not have to be re-bid. In this event, the second senior qualified bidding employee will be granted the job.

8. Employees who bid on a position vacated by an incumbent being placed on a Medical Leave of Absence (MLOA) will be placed into the position on a permanent basis unless the incumbent employee returns from the MLOA. Bid Bulletins will indicate positions vacated by employees placed on a MLOA. Employees displaced by another employee returning from a MLOA may exercise their seniority to bump into another job in accordance with other provisions of this Article.
9. When a lateral vacancy occurs within a job classification senior employees within the classification shall be given the choice to transfer. Employees desiring to make a lateral transfer within their classification shall inform their supervisor and Company Human Resources Manager.
10. Newly hired employees from sources external to the SSC/TOC contract will be considered as probationary employees for sixty (60) working days and shall be subject to discipline including discharge at the complete discretion of the Company. New employees shall be evaluated bi-weekly with a union representative and shall only be discharged for just cause.
11. Temporary employees will not accrue seniority. If the temporary employee is required beyond the initial sixty (60) days or the date of the agreed upon extension period, whichever is later, the job will be posted for bid.
12. The Company will notify the Union of any new hires.
13. A weekly union/insurance orientation session for newly hired employees will be held on Tuesday after the employees complete their paperwork in the Human Resources Department and prior to their reporting to work. The Human Resources Office will advise the Union on Friday of each week whether there will be any new employees hired on the following Monday.
14. If on any given date when there are multiple openings in a posted job classification, classification seniority for those awarded such positions will be established as follows:
 - a. A Regular Full-time employee who bids into that classification on that date will be placed first in seniority order.
 - b. A Regular Modified Full-time employee placed in that classification on that date will be placed second in seniority order.
 - c. A Regular Part-time employee placed into that classification on that date will be placed third in seniority order.
 - d. A Temporary employee placed into that classification on that date will be placed fourth in seniority order.

- e. A newly hired employee placed into that classification on that date will be placed fifth in seniority order.
15. When filling vacancies, On-call employees will be considered prior to considering sources external to the SSC/TOC contract

Section 3. Layoffs and Recalls.

1. A layoff is a termination of employment of indefinite length. Any Regular Full-time employee who is laid off for lack of work will receive ten (10) working days' notice or ten (10) working days pay in lieu of notice.
2. In the event of a layoff, the employee with the least classification seniority in the job classification affected shall be laid off.
3. An employee subject to layoff may exercise his union seniority, or in the case of Groups listed in Exhibit B his group classification seniority, to bump into any classification provided he has previously held that job classification or performed like work in a now defunct classification, and provided he has the union seniority, or in the case of craftsmen listed in Exhibit B the group classification seniority, and qualifications and capabilities to perform in that classification.
4. Employees on layoff from a classification (onsite/offsite) will be recalled within two years if an opening exists in the classification from which they were laid off. This recall will be done without posting the job and will be processed according to the individual's seniority within the job classification. Notification of offsite recalls will be made by certified mail to the employee at his last known address and a failure of said employee to respond within five (5) working days of the time of mailing that he will report to work, will constitute a waiver of his rights in regard to that recall, and to all future recalls unless he explains his failure to respond and report for work to the satisfaction of the Company. If a temporary vacancy occurs, the employee can accept or decline the recall, and it will not interfere with the employee's recall rights.
5. If an employee who has been in a bargaining unit position for a period of one year is transferred to another position by the Company so as to be excluded from the coverage of this Agreement, such employee shall retain his seniority in the position from which he was transferred.
6. Employees who resign their employment with the Company must provide ten (10) working days' notice.

Section 4. Recall of Regular Employees to Temporary Positions.

When Personnel Requisitions are received for temporary positions (positions that do not exceed 60 days), employees who have been laid off from regular positions are contacted prior to filling the requisition with outside candidates. The recall letter sent to the employee should specifically state that it is temporary – not to exceed 60 days – and their recall rights will be maintained if they decline because it is a temporary position. When the

temporary assignment ends, the employee is terminated without a ten (10) day layoff letter issued.

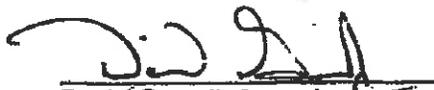
The two year recall right for regular employees on layoff who accept recall to temporary positions (positions that do not exceed 60 days) will begin all over again at the end of the temporary assignment. Seniority will not be accrued while on temporary recall.

In WITNESS WHEREOF, this instrument is executed as of this 9th day of June 2011.

FOR THE UNION:

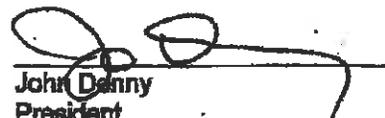


Joe Harrington
Directing Business Representative IAMAW
Local Lodge 2249

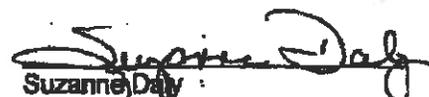


Daniel Barnett Gurneck
Negotiating Committee person
Local Lodge 2249

FOR THE COMPANY:



John Denny
President
GHG Corporation



Suzanne Day
Director, Human Resources
GHG Corporation

**EXHIBIT A
Wages**

CLASSIFICATION	6/1/2011	6/1/2012	6/1/2013
Component Technician	23.32	24.02	24.68
Component Technician, Certified*	24.32	25.02	25.68
Component Technician, Shop Lead	26.75	27.52	28.25
Machinist	23.65	24.38	25.03
Quality Assurance Technician	23.19	23.88	24.54
Quality Assurance Technician, Certified *	24.19	24.88	25.54

***Positions that include \$1.00 per hour premium for individuals Certified in all four areas of Component Shop.**

Annual Increase: 2011 – 3.0%, 2012 – 3.0%, 2013 – 2.75%

EXHIBIT B

Custom Choices Worksite Benefits Program

AGREEMENT BETWEEN

IAMAW LOCAL 2249

AND

GHG Corporation

Stennis Space Center / Test Operations Center Contract

THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER CALLED "COMPANY")

This agreement acknowledges that the Company has agreed to allow the IAMAW and its Local 2249, to offer the Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Employees will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year, not to exceed 15 minutes absence from work per employee. EBS shall schedule the employee meetings in consultation with Company managers to minimize operational disruption. Further, the Company will honor payroll deduction requests and make payments to the underwriting insurance companies for supplemental life, cancer, long-term and short term disability and critical illness insurance.

All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc. It is recognized that the Company is not endorsing this program and that participants will pay 100% of the cost through payroll deduction.

AGREEMENT

BETWEEN

**JACOBS TECHNOLOGY INC.
SMITH RESEARCH CORPORATION
ERICA LANE ENTERPRISES
CORE**

Stennis Space Center/Facility Operating Services

**John C. Stennis Space Center
Stennis Space Center, MS 39529-6000**

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

Local No. 2249

AFL-CIO

9 JUNE 2011 THROUGH 8 JUNE 2014

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PREAMBLE

This agreement entered into by and between Jacobs Technology Inc., Stennis Space Center, Facility Operating Services Contract, and its teammates: Smith Research Corporation, (SRC), Erica Lane Enterprises (eLe), and CORE, their successors and assigns (hereinafter called "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local Lodge 2249, (hereinafter called "Union") evidences the desires of the parties hereto to promote and maintain harmonious relations between the Company, and the Union and Employees represented by the Union, by setting forth herein the terms of agreement relating to rates of pay, hours of work and conditions of employment.

ARTICLE 1 INTRODUCTION

Section 1. Application.

This Agreement applies to the employees of the Company assigned to Stennis Space Center/Facility Operating Services Contract (FOSC) at Stennis Space Center, Mississippi.

Section 2. Purpose.

The purpose of this contract is to set forth the agreement reached 09 June 2011, between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

Section 3. Duration.

This contract shall become effective 9 June 2011 except for those provisions herein which specify a different effective date and shall continue through 8 June 2014 and yearly thereafter unless notice is given in writing of a desire to change, modify or terminate this contract by either party to the other party sixty (60) days or more prior to the expiration of this contract, or any anniversary date thereof.

In the event notice is given, negotiations shall commence within thirty (30) days after said notice and shall continue until an agreement is reached, or until ten (10) days advance notice is given by either party to the other to terminate the contract. Until then the terms and provisions of this contract shall remain in full force and effect. In the event no such notice is given, this contract shall be automatically renewed and extended for additional periods of time of one year thereafter, unless one party gives to the other party sixty (60) days prior written notice before the end of any yearly period of a desire to change, modify or terminate this Agreement.

Section 4. Savings Clause.

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 5. No Strikes or Lockouts.

During the life of this Agreement, no work stoppages, strikes, or slowdown shall be called or sanctioned by the Union, and no lockouts shall be made by the Company. Any employee actively involved in a work stoppage, strike, or slowdown in violation of this provision shall be subject to disciplinary action, up to and including discharge. The Union shall take prompt and reasonable steps to stop such violation.

Section 6. Gender Neutral.

It is understood that wherever in the Agreement employees or jobs are referred to in the male gender it shall be recognized as referring to both male and female employees.

Section 7. Waiver.

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

This agreement and the applicable benefit agreements are the sole and controlling source of employees' rights and benefits. The entitlement of employees to rights, benefits, and privileges shall be governed solely by those agreements without regard or reference to any past practices of the parties as they may have existed before August 28, 2007.

Section 8. Mutual.

Exceptions, local or side agreements or modifications of this Agreement may not be made except by mutual agreement in writing between the Company Manager of Human Resources, the Union International Representative, President of Local 2249 and the affected Committeepersons.

**ARTICLE 2
MANAGEMENT RIGHTS & GOVERNMENT RESPONSIBILITY**

Section 1. Management Rights.

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the execution of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company may determine from time to time.

Section 2. Government Responsibility.

The Union recognizes that the Company is a contractor to the Federal Government at NASA, Stennis Space Center, Mississippi and that the Company is required at all times to fully meet its obligations as a Contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the Government.

It is further understood that if a security clearance is required in order to perform work in job classifications covered by the Collective Bargaining Unit, that such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by NASA or any other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such government agency shall be just cause for discharge. However, if the affected employee is qualified and cleared to work in a different position under this collective bargaining agreement, he shall be offered that position provided he has the necessary seniority.

ARTICLE 3 RECOGNITION, REPRESENTATION, ACCESS & SECURITY

Section 1. Recognition and Exclusive Representation.

The Company recognizes the Union as the sole and exclusive Collective Bargaining agency for the purpose of Collective Bargaining with respect to rates of pay, hours of work, and other conditions of employment pursuant to Sections 9(a) of the National Labor Relations Act and the certifications of representation in:

- (a) Case No. 15-RC-4714 of the 16th day of September, 1971, and, Case No. 15-RC-4713 of the 23rd day of September, 1971 for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act; and,
- (b) Case No. 15-RC-6461 of the 23rd day of July, 1979 for all office clerical employees, including property administrators, planner/schedulers and estimators employed by the Company at the Stennis Space Center; excluding all other employees, including industrial relations employees, administrative secretaries, confidential employees, technical writers, licensed and/or professional engineers, field engineers, associate engineers, architects, physicians, head nurses, nurses, guards, watchmen, foremen and supervisors as defined in the Act.
- (c) Case No. 15-RC-7805 dated 20 December 1993 for all composers, reproduction operators, photographers, video technicians, photo technicians, illustrators and technical information specialists employed by the employer at the Stennis Space Center; excluding all other employees; guards, watchmen and supervisors.

- (d) Case No. 15-RC-7897 dated 2 March 1995 for Utility Service Control technicians employed by the Company at the Stennis Space Center, excluding all professional employees, guards and supervisors as defined by the Act.
- (e) Case No. 15-RC-3217 dated 7 March 1966 for janitors, matrons and refuse employees employed by the Company at the Stennis Space Center, excluding professional, technical, office clerical employees, guards and supervisors.
- (f) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 5 September 2001 for Visitors Relations Specialist I and Visitors Relations Specialist II employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.
- (g) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 4 January 2003 for Tugboat Pilot employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.
- (h) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 21 May 2002 for Remediation Waste System Operator employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.

The Company and Union agree and understand that classification names have changed and recognition has been extended to other classifications since the issuance of the above-described certifications. The Company recognizes the Union as employees' sole and exclusive representative for the purposes of collective bargaining of the classifications listed in Exhibit A.

Section 2. Union Representation.

The Company will recognize and confer, where appropriate, with all accredited members of the Union Committee, Stewards, and other Union Representatives in all matters relating to grievance, interpretations of the agreement, or in any other matters which affect, or may affect, the relationship between the Company and the Union.

The Company agrees to hold a quarterly labor management meeting to facilitate open communication between the Company and Union. These meetings will be scheduled annually during the months of March, June, September and December.

A written list of the Union Committeepersons and Union Stewards will be furnished to the Company after their designation and the Union will notify the Company of any changes.

The Union Committeepersons will consist of a maximum of six (6) committee people and two (2) members At-large. The number of Union Stewards shall not exceed the ratio of one (1) Steward for every thirty (30) employees.

The Company shall pay employees covered by this Agreement and representing the Union at their straight time rate for the time spent during the employee's normally scheduled work period in negotiating a Collective Bargaining Agreement, processing grievances, arbitration hearings and attending Company Union meetings.

It is agreed that the employees representing the Union in the negotiating of a Collective Bargaining Agreement with the Company shall consist of the Union Committeepersons as previously defined.

Hours spent in preparing and for negotiating a Collective Bargaining Agreement will be agreed upon by the Union and the Company, limited to forty (40) hours per week.

Union Committeepersons, Stewards and Officers of the Union will be granted unpaid leave(s) to attend official union meetings and/or training. However, the Company reserves the right to withhold approval where it is determined that such leave(s) would unreasonably impact operations. Union persons shall charge to a specific number that will be billed back to the LL2249.

Section 3. Union Access to Company Premises.

Accredited representatives of the Union shall be permitted to enter on the premises of the Company at all reasonable times to the extent that government regulations permit. Upon being admitted, the Union representatives shall inform the Manager, Human Resources, or his designated representative, of the area or areas they wish to visit and then proceed to the area they wish to visit and contact the supervisor present in the area. It is understood that if it becomes necessary for the Union representatives to engage in any substantial discussion with an employee during his working time, then the Union representatives will secure permission for such discussion from the employee's supervisor.

The collection of dues and assessments and campaigning for Union office will be restricted to non-working hours, but in no event shall any Union representative engage in organizing or campaigning for political office on Company premises.

Section 4. Union Security.

For the convenience of the Union and employees who are members of the Union, the Company agrees to deduct regular weekly Union dues from the wages of each employee who authorizes such deduction as provided for herein.

An employee who desires the Union dues to be deducted from his wages shall submit a fully executed authorization form to the Company, as approved by the parties, signed by said employee from whose wages deductions are to be made as provided for therein.

Deductions shall be made for the regular weekly Union dues of each employee in the bargaining unit for whom the above authorization has been received effective the first full pay period after an employee's authorization is received. Deductions shall continue weekly in like manner thereafter.

Deductions shall be remitted monthly to the designated Financial Officer of the Union not later than fifteen (15) days after the last weekly deductions have been made each calendar month. The Company shall furnish the designated Financial Officer of the Union with a monthly record of those for whom deductions have been made.

An employee's authorization for dues deduction shall automatically be voided upon his transfer outside the bargaining unit.

An employee changing the company for whom he is working shall submit a new authorization card.

Section 5. Permanent Union Office.

The Company will support, with its customer, the provision of a union office with adequate office space for all union committee members to meet. Any and all signage shall be consistent with NASA regulations and specifications. The office will have a computer and phone connection.

**ARTICLE 4
EQUAL OPPORTUNITY**

Section 1. Equal Opportunity.

The Company and the Union mutually agree to cooperate in establishing and/or maintaining, at the project covered by this Agreement, Equal Employment Opportunity, Affirmative Action Programs, the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) consistent with all Government statutory obligations applicable to employees and applicants for employment and thereby to provide, consistent with corporate policy, equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity regardless of race, color, religion, sex, national origin, age, disability, or membership or non-membership in any labor organization. The Company shall also give due consideration to qualified Veterans.

When the Company needs additional employees, the Union will be given equal opportunity with all other sources to provide suitable applicants. The Company, however, shall not be required to hire those referred by the Union or any other sources.

**ARTICLE 5
GRIEVANCE & ARBITRATION PROCEDURE**

Section 1. Grievance Procedure.

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the Union, the employee, and the Company.

For the purpose of this Agreement the term grievance means any differences arising between the Company and the Union or an employee involving the interpretation or application of the terms of this Agreement.

Whenever an employee covered by this Agreement has instituted a grievance as described below or wishes to institute a grievance, the Union Steward and/or the Union Committeeperson responsible for that employee's work area shall be permitted to leave his/her work area to adjust the matter. An employee may inform the Union that he does not desire Union representation which request shall be honored; however, such a request shall not deprive the Union of the right to be present and participate at all stages of the grievance procedures. The Union Representative must secure permission from his Supervisor prior to his departure during working hours which permission shall be granted unless the Union Representative's departure at that time would create an extremely critical situation. If the Union representative must enter a work area other than his own in fulfillment of his duties, he shall notify the Supervisor in that area of his presence and purpose. The Supervisor shall allow the Union Representative to discuss the matters with the affected employee unless discussion at that time would create an extremely critical situation.

Upon the request of an employee or the Union Representative, the Supervisor shall permit the Union Representative and the affected employee to discuss matters relating to a complaint or grievance in private. Time spent in investigating and adjusting grievances by Union Representatives and employees during working hours shall be limited to a reasonable period of time which the parties hereto would not normally expect to exceed 30 minutes to an hour per investigation.

- Step 1. (Oral) A grievance shall be raised by the aggrieved employee with Union Representation which would normally be the employee's area Steward/Committeeperson, presenting the facts and issues in connection with the grievance to the aggrieved employee's Supervisor. The initial raising of a grievance must be done within five (5) working days of the occurrence of the facts that give rise to the grievance, or else it shall be considered waived. Employees raising a grievance shall cite the Article of the Collective Bargaining Agreement that has been violated. The Supervisor shall have three (3) working days in which to advise the employee, and the Union Representative of his decision in connection with the grievance raised. Should this fail to settle the grievance, then:
- Step 2. The grievance shall be reduced to writing by the Union Representative and the aggrieved employee and be presented to the Company Department Manager or his designated representative within three (3) working days by the Union Representative and the aggrieved employee, or else it shall be considered waived. Grievances or disputes affecting the employees in a Unit as a whole may be initiated by the Union by presenting it in writing to the Company Department Manager, or his authorized representative within seven (7) working days of the occurrence of the facts giving rise to the grievance or else it shall be considered waived. The Company Department Manager or his designated representative shall answer in writing within three (3) working days. Should this fail to settle the grievance then:

Step 3. The grievance shall be presented to the Company Manager, Human Resources or his designated representative within five (5) working days of the answer of the Company Department Manager or his designated representative or else the grievance shall be considered waived. A conference shall then be expeditiously arranged and held within ten (10) working days, which period may be extended by mutual agreement, between the Company Manager, Human Resources and a maximum of three (3) on-site representatives, not including the Business Representative(s), of the Union and the aggrieved employee. The Company Manager, Human Resources shall have five (5) working days in which to answer the grievance in writing. In the event that this conference fails to settle the grievance amicably, the Union may refer the matter to arbitration.

Step 4. Non-Binding Mediation. Any grievance that has not been settled pursuant to Step 3 above of this Agreement may, with the consent of both Parties, be referred to non-binding Mediation before the grievance is moved to Arbitration. The Mediator will be requested from the Federal Mediation and Conciliation Service (FMCS).

Section 2. Company Grievances.

The Company shall have the right to file grievances alleging violations by the Union of the Collective Bargaining Agreement. Such grievances shall be filed by the Company Manager, Human Resources with the Local Union President and shall be resolved in accordance with Step 3 above – i.e., the Local Business Representative(s) shall have five (5) working days in which to answer the grievance in writing.

Section 3. Arbitration Procedure.

Any grievance not adjusted in the normal manner or any dispute between the Company and the Union involving the interpretation or application of this agreement shall be referred to arbitration as herein provided.

The Company and Union will make every attempt to mutually agree upon an arbitrator to hear any case before submitting to the Federal Mediation and Conciliation Service. In the event the parties are unable to agree on an arbitrator, then either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to the parties.

If the parties agree and select an arbitrator, the arbitrator's name will be sent to the Federal Mediation and Conciliation Service. In the event the parties cannot agree on an arbitrator, the choice shall be made by the alternate strike method. The person whose name is not struck shall be named as arbitrator. The determination of who goes first shall be made by tossing a coin. After a case on which the arbitrator is empowered to rule hereunder has been referred to said arbitrator, it may not be withdrawn by either party except by mutual consent.

The arbitrator shall have no power to alter, change, or modify the terms of the Agreement.

The arbitrator shall render a decision, signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Company.

Regardless of the outcome of any matter submitted to arbitration, the costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fee and expenses.

The costs of any additional services required by either party shall be borne by the party requesting these additional services. The cost of requests for arbitration panels shall be alternated by the Union and the Company.

Any grievance not presented, processed to adjustment or scheduled for arbitration as provided in this article within six (6) months of the date of the alleged contract violation shall be waived. The time limitations set forth in this article may be extended by mutual agreement of the parties.

ARTICLE 6 EMPLOYEE BENEFITS

Section 1. Types of Employees

Regular, Full-Time – Employees who are not in a temporary or introductory status and who are regularly scheduled to work the company's full-time schedule.

Regular, Modified Full-Time – Employees who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than the full-time work schedule, but at least thirty (30) hours per week as established by management. A copy of the modified schedule should be on file in the local Human Resources office.

Regular, Part-Time – Employees who are not assigned to a temporary status and who are regularly scheduled to work less than thirty (30) hours per week. They receive all legally mandated benefits (such as Social Security and Worker's Compensation Insurance). Company agrees to have no more than ten (10) regular part-time employees at one time.

Temporary – Employees, whether full-time, modified full-time, or part-time, who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments are of a limited duration, no more than ninety (90) calendar days. A temporary employee cannot be replaced by another temporary employee. If assignment/position goes beyond ninety (90) calendar days, it must be posted as a regular position.

On-Call – Employees who are hired as an interim replacement to temporarily supplement the workforce on a strictly as needed basis. These employees are usually not on a schedule and work less than forty (40) hours per month.

Section 2. Holidays.

Employees covered by this Agreement shall receive eight (8) hours of pay at their regular hourly rate for the following holidays:

New Year's Day	Martin Luther King Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

One floating day to be requested by the employee and approved by management.

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

To be eligible for holiday pay, an employee must be in pay status on the scheduled working day preceding and following the holiday.

Any holiday which falls on a Sunday shall be celebrated on the following scheduled day of work. Any holiday which falls on a Saturday shall be celebrated on the preceding scheduled day of work.

If a holiday falls within an employee's Paid Time Off or bereavement such holiday shall not be considered as part of the leave period and the Company shall give an additional day off.

Any employee called in and reporting to work on any of the above holidays, or days on which they are observed, shall perform the work for which he was called in, work related thereto, and any other emergency work which arises and shall be paid two (2) times his regular straight time rate of pay for actual hours worked in addition to eight (8) hours holiday pay and will be guaranteed four hours work or pay in lieu thereof.

Full-time, Modified Full-time, Temporary and Part-time employees will receive Holiday pay for the hours which they would normally be scheduled to work. (For example; if a Modified Full-time employee is normally scheduled to work four (4) hours on a Monday, then he would receive four hours of Holiday pay for a Holiday that is recognized on that Monday)

On-call employees are not eligible for Holiday pay.

Section 3. Paid Time Off

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

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

Employees with less than four (4) years of service will accrue 3.54 hours per week –Twenty-three (23) days per year (Fire Dept. 5.38 hours per week)

Employees with four (4) to seven (7) years of service will accrue 4.31 hours per week – Twenty-eight (28) days per year (Fire Dept. 6.54 hours per week)

Employees with seven (7) or more years of service will accrue 5.08 hours per week – Thirty-three (33) days per year (Fire Dept. 7.69 hours per week)

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

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

Scheduling of PTO will be management's responsibility and shall take into consideration the workload commitments of the organization. PTO must have been accrued prior to using. All PTO requests should be made in advance.

Unscheduled PTO may be granted by management for all or part of a day for reasons of illness, emergency or other unanticipated reasons deemed valid by management.

Employees on an approved medical leave through Human Resources will be allowed to immediately use their banked legacy sick time in lieu of PTO. Employees will have the option to use PTO and/or Legacy Sick Leave in part or whole to supplement any disability income.

Any employee having accrued unused leave at the end of the government fiscal year shall have the privilege of carrying such unused leave forward into the following fiscal year. If unused leave is carried forward, a maximum of 800 hours will be permitted. Any hours above will be paid in the first full pay period in October.

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

All Regular Full-time and Modified Full-time employees are entitled to PTO. Modified Full-time employees will accrue pro-rated hours of PTO based on actual hours worked.

Pay for PTO shall be based on the hours scheduled for a normal work week of 40 hours at the straight hourly rate of the employee, except that pay for employees in the Fire Department shall be based on the amount earned in a normal scheduled work week.

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

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

PTO Sellback - Employees, who have a minimum of 120 hours of PTO accrued, may request to sell back to the Company PTO in the calendar year in increments of forty (40) hours.

The request(s) may be submitted at any time during the calendar year as long as the employee maintains a minimum of 120 hours of PTO accrued. Amounts paid for PTO redemptions are subject to all applicable taxes and deductions, i.e., 401(k).

A bargaining unit employee (donor) may transfer PTO hours to another employee (donee) where the medical condition of the donee, or the medical condition of an immediate family member of the donee, requires the donee to be absent from work and will result in substantial loss of income to the donee because of unavailability of paid leave.

In order to become entitled to transfer under this section, the donor and donee employees must qualify under company policy and follow applicable procedures.

The Company may discharge any employee who misuses this provision for leave.

Legacy sick leave is paid out only for qualifying absences and is paid out upon termination based on the following criteria:

- A. Employees who are employed by the Company on a Regular Full-time or Regular Part-time basis as of the signing of this Agreement who retire at the age of 62 years of age or older and provided they have at least one year of service with the Company, regardless of their eligibility for IAM National Pension Plan retirement benefits, or who retire at 55 years of age with 20 years of service or at any age with 30 years of service will be paid for unused legacy sick leave time when the employee leaves the Company.
- B. Should any employees who are employed by the Company on a Regular Full-time or Regular Part-time basis as of the signing of this Agreement who pass away while in the employment of the Company, their unused legacy sick leave time will be paid following normal payroll procedures.
- C. Employees who either are laid off and not offered an opportunity to return to work within ninety (90) calendar days or apply for, but do not receive, employment with a successor contractor to the Company at SSC, will be paid at their straight time rate for the Legacy sick leave time accrued, but unused, up to a maximum of sixty (60) days-when the employee was laid off by the Company or when the successor contractor took over from the Company. However, employees covered by the former Office/Clerical Agreement who have 400 hours or more of Legacy sick leave as of the signing of the 9 June 2000 through 8 June 2005 Agreement will, in the above described circumstances, be paid at their straight time rate for all Legacy sick leave time accrued but unused.

Section 4. On-the-Job Injury.

Employees injured on the job shall not be at a loss of pay on the day of an injury.

Employees injured on the job must be examined at the SSC Medical Clinic unless medical personnel determine transportation to a local hospital is required.

Employees injured on the job shall be subject to drug screening either after release from the SSC medical Center or as part of examination and treatment in the hospital.

Employees will be given reasonable time off to attend future scheduled medical appointments related to the injury.

Section 5. Leave of Absence.

Any employee, upon application in writing, may be granted a leave of absence without pay at the discretion of the Company. A leave of absence without pay shall be granted for a period not to exceed one (1) year because of personal illness, disability or undue hardship. Documentation substantiating the need for leave of absence may be required by the Company. Seniority shall not accrue for a leave of absence in excess of one calendar month except for leave of absence for personal illness, disability or undue hardship.

At the termination of the leave of absence if for personal illness, disability or undue hardship the employee will upon application be returned to his former position providing that the position is available and the employee is able to perform the job. In the event the former position has since been abolished or the employee is unable to perform the job, the employee will be assigned to an equivalent position for which he is qualified in accordance with the seniority provisions of this Agreement. In all cases, the employee will receive the prevailing rate of pay for the job to which he is assigned.

Employees accepting full time positions as Union Representatives shall be given an automatic leave of absence without pay for their term of office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has since been abolished, and there is no equivalent position vacant, they shall be allowed, if necessary, to bump into an equivalent position at the prevailing rate of pay for that job.

Employees taking a medical leave of absence will not be required to first use accrued PTO.

Section 6. Jury, Witness and Military Pay.

Jury and subpoenaed witness duty shall be considered a paid absence outside of that which is provided elsewhere in this agreement. The employee who serves on a jury or as a witness shall be paid their normal straight time wage rate to a maximum of forty (40) hours per week except Fire Department which will be sixty (60) hours. Any difference in pay due to military leave will be paid for up to eighty (80) per calendar year. Fire Department personnel will be paid up to one hundred and twenty (120) hours per calendar year if on day/night schedule. This payment is not applicable to weekend or monthly inactive drill dates. Modified Full-time employees will be compensated for jury and subpoenaed witness duty and military duty based on their normal hours scheduled to work.

Employees on military leave shall continue to accrue seniority in the classification of which they held prior to military leave.

Section 7. Pension Plan.

For the duration of this Agreement, the Company agrees to make hourly contributions in the amounts listed below to the IAM National Pension Fund of the International Association of Machinists and Aerospace Workers for each employee covered by this collective bargaining agreement on the basis of eight (8) hours a day up to a maximum of forty (40) hours per week for each hour the employee is receiving his regular rate of pay.

Part time and On-call employees working 601 or more hours in a calendar year will receive pension contributions for hours worked in that calendar year where he received his regular rate of pay. However, when an On-call or Regular Part-time employee receives a bid award to a Regular Full-time or Modified Full-time position, the date of the bid award is the eligibility date for the commencement of benefits and leave accruals.

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

Pension contributions will be as follows:

Effective 11 June 2011 - \$2.80

Effective 09 June 2012 - \$2.90

Effective 08 June 2013 - \$3.00

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

Section 8. Health and Welfare Benefits. The Company will provide Medical, Dental and Vision coverage to the Bargaining Unit employees. All parties agree these benefit packages will be developed to be as close as possible between Jacobs Technology Inc., Smith Research Corporation (SRC), Comprehensive Occupational Resources (CORE), and Erica Lane Enterprises (eLe). The cost to the employee will be twenty (20%) percent of the prime contractor's (Jacobs Technology Inc.) monthly premium cost for medical coverage elected by the employee.

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

If the cost share increases more than 10% at the time of renewal the Company agrees to meet with the Union to discuss options.

The Company will pay 50% of the total premium cost for dental coverage elected by the employee. All employees portion of the premium shall be figured on the prime contractor premium cost.

The employee will pay 100% of the total premium cost for vision insurance elected by the employee. The cost to the employee shall not exceed the prime contractor cost.

In the event that the Union determines it would be in the membership's best interest to manage their own healthcare, the Companies would provide a monetary payment to an account of the Union's choosing for managing their own healthcare. This payment would cover medical, dental and vision benefits.

The payments would be on a monthly basis as follows:

2012 - \$631.50 per member
2013 - \$655.50 per member
2014 - \$676.50 per member

The Union would be required to notify the Company in writing no later than October 15 of the current year of their desire to opt out the following calendar year.

For an employee on a leave of absence without pay for personal illness, disability or undue hardship, the Company will continue to pay the Company portion of the medical insurance premium for a period up to twelve (12) months. Employees who do not participate in the plan will not receive monetary payments.

The Company agrees to maintain life/accidental death insurance in the amount of fifty thousand dollars (\$50,000), with an additional twenty five thousand dollars (\$25,000) for accidental death, for the duration of this Agreement.

Section 9. Funeral Leave.

In the event of a death in the current immediate family – parents (including step-parents), grandchild, sister, brother (including half-sister and half-brother), spouse, child (including stepchild), mother or father-in-law, brother or sister-in-law, son or daughter-in-law and grandparents, and grandparents-in-law, – any employee covered by this Agreement will be granted three (3) days of leave (twenty-four (24) hours). The Company will grant covered employees an additional day (8 hours) of funeral leave, for travel in excess of two hundred (200) miles one-way from the employee's home. It is further understood that employees may use their PTO to extend their absence in conjunction with funeral leave. Modified Full-time employees will be compensated for funeral leave based on their normal hours scheduled to work.

Section 10. 401(k) Plan.

The Company agrees to make payroll deductions for the IAMAW 401(k) plan in accordance with the plan document provided to the Company by the IAMAW Pension Office.

Section 11. Critical Illness/Injury of Children.

An employee absence, regardless of pay status, necessitated by the critical illness or injury of the employee's child of any age shall not be held against the employee.

ARTICLE 7 DISCHARGE & DISCIPLINE

Section 1. Just Cause.

No employee shall be discharged, suspended, demoted, or otherwise disciplined without just cause. Any employee who has been discharged shall be granted an interview with his Union Steward or Committeeperson, before he is required to leave the premises.

The employee may inform his Union Steward or Committeeperson that he does not desire union representation, which request shall be honored.

Section 2. Representation.

In all cases of discharge, demotion or written discipline, the employee involved and the Union representative shall be notified in writing of the action taken and the reason at a meeting among all involved. In addition, the Company shall provide a copy of the written notification to the Union's Recording Secretary.

Section 3. Disputes.

Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge, demotion or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions of this Agreement.

When an employee is suspended from work without pay, that absence will not negatively impact the employee.

Section 4. Letters of Discipline.

Letters of discipline (warning or suspension) will not be used in arbitration or any formal disciplinary action, nor will they prevent promotions, after a period of one (1) year from the date of issuance. No oral warnings that are six (6) months or older will be used in any formal disciplinary procedures. Suspensions will stay on file for two (2) years.

Section 5. Removal from Work.

Employees involved in violent or hostile circumstances may be removed from Stennis Space Center and sent home pending result of investigation.

ARTICLE 8 SAFETY & SANITATION

Section 1. Regulation.

The Company will comply with all applicable Federal and State safety and health laws to the extent it is permitted to do so by the provisions of its contract with the National Aeronautics and Space Administration.

Section 2. Equipment.

The Company will furnish uniforms and safety glasses for employees when such are required for the efficient and safe performance of the employees' duties.

For employees in the Fire Department, the company will furnish safety hats, working gloves, jackets, boots, bunker coats, bunker pants, fire helmets and any other equipment which the Company requires its firemen to use in the performance of their duties. (The quantity and quality of the foregoing items will be up to accepted standards in the industry). Sanitary facilities, dormitory facilities, including beds, pillows, linens, and lockers shall be provided by the Company. Kitchen facilities and cooking utensils will be provided by the company and each shift will be permitted cooking privileges.

Section 3. Inoculations.

Employees working in areas having unsanitary conditions will be furnished inoculations as good medical practices dictate.

Section 4. Buddy System.

The Buddy System will be required when employees are working in environments as follows:

- a. Inside vessels, lift stations, areas of leaking gas, designated construction areas, refueling operations, high voltage (50 volts when energized, or above), high pressure gas (3500 lbs. or higher), chemical cleaning or cryogenic testing, or to work with hoist equipment, necessitating the presence or assistance of another individual under the existing safety regulations, there shall always be two or more employees assigned thereto; however, the "buddy system" will be utilized to comply with any regulatory or safety provisions as required. (Example: areas where fall hazards exist)
- b. When work involves extensive troubleshooting and/or work on top of elevators there will always be two (2) qualified technicians assigned. Elevator work will require the "buddy system" for all work under or over the elevator or for proof testing. (See latest revision of Safety and Health Handbook SSP-8715-0001.)

Section 5. Safety & Training.

Employees shall be reimbursed the renewal cost for Commercial Drivers License needed to perform his duties. It is understood that the employee is responsible for the initial payment for the renewal license and that the Company requires a receipt for payment.

A Committeeperson, or his designee, may participate in monthly safety meetings and training sessions. The Committeeperson may report any condition he believes to be unsafe to the Safety Department for investigation and response. It is also understood that all employees should participate to the maximum extent possible in safety programs and report any unsafe condition which they believe exists for investigation.

The Company and the Union are deeply committed to support safety in the workplace for all workers and will, therefore, partner to achieve and maintain the OSHA Voluntary Protection Program.

A joint Management Labor Safety Committee will be formed consisting of three (3) management representatives and three (3) labor representatives. The labor representatives will be appointed by the Union President. Either party to the VPP partnership may elect to opt out of the partnership for good cause by providing a ninety (90) day written notice to the other party stating the basis for its withdrawal. During the 90-day notice period, the parties will endeavor in good faith to provide for the continuation of the VPP.

Section 6. Safety Shoes.

The Company will issue safety shoes to employees who are required to wear them in accordance with OSHA, ANSI, and Jacobs Safety Standards.

The Company will pay for quality safety shoes when required in accordance with the above. The Company will pay up to \$120 for a quality safety shoe or up to \$150 for employees required to wear EH (Electrical Hazard) safety shoes.

Employees who are designated to wear safety shoes must wear them each day of work. If for any reason they do not have them in their possession on a workday, they will be required to wear safety protective shoe caps consistent with OSHA standards.

Shoes will normally be replaced by the Company every twelve (12) months from the date of issue to the employee. Employees who damage shoes through neglect or lose possession of them will be required to purchase new ones at their expense through payroll deduction within a period of ten (10) days after loss.

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

**ARTICLE 9
ASSIGNMENT OF WORK**

Section 1. Work Assignments.

Company supervision will make all work assignments.

When an employee is assigned to perform work in a higher paying job classification and performs such work during any one working day, he shall receive the higher rate of pay for all hours worked in the higher paying classification, provided that the employee is assigned and is actually performing the primary duties of the higher paying position. When an employee is temporarily assigned to a lower classification, he shall receive his regular rate of pay. Where practical, assignments to lower classifications will be rotated.

The primary duties and responsibilities of a Lead shall be the leading and directing of employees as assigned. However, Leads will not make job assignments.

Exempt/non-represented employees will not be called to work to perform those functions presently certified under the Collective Bargaining Agreement. Notwithstanding the above, an exempt/non-represented employee may be required to inspect and determine the nature of a problem.

If it is determined to be other than incidental and a non-emergency situation, an attempt will be made to contact and call in to work appropriate employees covered by the Collective Bargaining Agreement.

The exempt/non-represented employee assigned to the tugboat operations as the Captain shall perform all functions related to the tugboat operations presently certified under the Collective Bargaining Agreement. In addition, represented employees assigned to the tugboat operations may be assigned to perform the functions of the Captain related to the tugboat operations, which are not certified under the Collective Bargaining Agreement.

In two shift operations, personnel will be allowed to select the shift of their choice by seniority. However, the Company reserves the right to assign individuals to a given shift in order to assure proper balance of experienced personnel.

Whenever practicable, but excluding subcontracting decisions made by the Company when placing subcontracts with minority, small or disadvantaged businesses, the Company will, when work covered by the Collective Bargaining Agreement is identified for subcontracting, discuss subcontracting plans with the Union. When requested by the Company, the Union may submit a proposal and the Company will review the Union proposal, without commitment on the Company's part, prior to the selection of a subcontractor.

The company will not use outside employees or subcontractors to the extent to cause a reduction in force of employees assigned to the FOSC contract at SSC.

Section 2. Cross Training.

1. Cross Training opportunities will be awarded based on the bid process, noted on the bid announcement.
2. With the approval of the Union and the employee, an employee may be assigned to a higher classification, under supervision, for the purpose of gaining experience at his regular rate of pay.
3. To enhance employee skills and opportunity for advancement, employees will be cross-trained in other skills. While cross training, the employee will receive his regular rate of pay.
4. Employees who do not desire cross training shall decline in writing and will not be considered for the next opening in that position.

5. A cross training program and procedure will be established by the Company, which will meet and consult with a designated union cross-training committee not to exceed three (3) members. The cross training program will be established to encourage senior employees to identify job classifications for which they hold minimum qualifications and to which they wish to progress.
6. Quarterly meetings of the cross training committee will be held to review and implement cross training procedures.
7. The Company and the Union shall mutually agree upon a cross training program no later than 60 days after the end of current negotiations.

ARTICLE 10 WAGES & CLASSIFICATIONS

Section 1. Wage Rates.

The applicable wage rates and effective dates for the respective classifications are shown in the attached Exhibit A.

Section 2. Pay Practices.

Payment of wages shall be weekly and, at the option of each employee's payroll employer, shall be made by electronic funds transfer with electronic advice (notification) of deposit, or direct distribution of paycheck to the employee. For those employers not electing EFT as provided above, current pay practices regarding check distribution will remain in effect for the duration of this Agreement.

Section 3. Shopleader/Leads.

1. A Shopleader will be a working employee who will, at the direction of his supervisor, assist the supervisor in the performance of his duties and/or act as a working Shopleader. He must be able to provide initiative and competent leadership. He will be responsible for the continuity of work and quality and quantity of work produced by his assigned group. He must be able to properly prepare and process all forms required in conjunction with the group and work assigned.
2. Seniority shall not be controlling in regard to promotion to Shopleader. Selection of individual employees for promotion to Shopleader shall be based upon qualifications, merit and capability; however, seniority will be a factor to be considered by the Company.
3. A Shopleader shall continue to accrue his seniority within the classification from which he was promoted. However, if a layoff occurs in his classification and he is the most junior employee he shall be laid off.

4. Shopleaders can bump back to any classification that they have previously held, in accordance with seniority provisions of this Agreement, provided they give the Company a two (2) week notice in writing.
 5. Additional pay for Lead, Lead I and Shopleader will be as follows:
 - A Lead will receive 5% over their current classification straight time rate.
 - A Lead I will receive 7% over their current classification straight time rate.
 - A Shopleader will receive 10% over their current classification straight time rate.
- Leads, Lead 1's and Shopleaders who are above the Maximum of their lead pay listed above at the signing of this agreement will be Grandfathered at their current rate of pay until the Maximum is greater than their hourly wage. These employees will receive a onetime payment in lieu of the percentage wage increase in accordance with the wage increases in Exhibit A. Said payment will be equal to the percentage increase of that contract year based on the following formula (current hourly wage X pay status hours for contract year x wage percentage increase).
6. The Company may establish a Lead or Lead I position in certain shops to assist Shopleaders as operations dictate. In such instances, the Lead or Lead I will not perform all the duties of Shopleader in any one work-day schedule. It is understood that every shop will not require these position(s), and the intent is to provide Shopleaders in large shops with qualified assistants.

ARTICLE 11 HOURS OF WORK & OVERTIME

Section 1. Applicability.

All Regular Full-time and Modified Full-time Employees except Fire Department and EMCS Personnel:

- a. A work day is defined as a 24-hour consecutive period commencing at 0001 and ending at midnight.
- b. A work/pay week is defined as a 7-day consecutive period commencing at 0001 Saturday and ending at 2400 (midnight) Friday.
- c. The normal work week schedule will be Monday through Friday 40 hours per week with a regular pay-week defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by operational requirements. Where operating requirements permit, the Company will provide affected employees two (2) working days notice of a change.

Normal routine shifts or normal work week schedules cannot be staggered within a work group for the purpose of preventing overtime.

- d. Employees whose normal work shift begins between the hours of 12:00 Noon and 3:30 a.m. will be considered on a night shift. Such employees will receive a shift pay differential of \$1.00 per hour, in addition to their regular earnings for all work performed on such shifts (included in straight time rate for overtime computation).
- e. One and one-half (1.5) times their regular straight time rate will be paid for hours worked in excess of eight (8) hours in a day, except for employees who are subject to reduced daily schedules due to inclement weather and make up time within the same work week. Two (2) times their regular straight time rate will be paid for hours worked on a holiday.

One and one-half (1.5) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's first day of rest.

Two (2) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's second day of rest.

- f. For the purpose of determining whether or not an employee is entitled to overtime pay for having worked more than eight (8) hours in a day all hours in a pay status except PTO shall be counted.
- g. Two (2) times the straight time rate will be paid for hours worked in excess of twelve (12) hours in a day or in a continuous required work period. If an employee is called back to work during the day of his normal work period, the hours worked thereafter shall be added to the hours worked during his normal work period for the basis of determining overtime payment. When under this computation, an employee goes into a double the straight time rate pay status, he shall remain in a double the straight time rate pay status until released by the company. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his regular shift, the first eight (8) hours will be paid at straight time. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time except where the employee has worked for twenty-four (24) hours or more in a two (2) day period. He may be sent home for rest without pay at the Company's discretion to report back at his next regularly scheduled work period provided the employee has had a minimum of eight (8) hours off for rest. When an employee has worked twenty-four (24) or more hours in a two (2) day period and has not had a minimum of eight (8) hours off for rest between the second and third day, all hours worked on the third day will be paid at two (2) times the straight time rate.

- h. Employees are required to work overtime when assigned. The Company will inventory and attempt to equalize the opportunity for overtime within each classification by crew, by department, by bargaining unit. Records of overtime worked by employees shall be made available each week to Union representatives.

Employees from one job classification will not be called upon to work overtime in another classification unless all employees within such other classification request relief from overtime work. Employees who request relief from overtime will be charged the equivalent pay hours of overtime worked. Temporary employees will not be scheduled for any overtime work until the regular employees in that job classification have been offered the overtime.

- i. Among office/clerical employees, overtime shall be the responsibility of the employee normally assigned to work. When necessary, anyone familiar enough with the work can be called upon to help out. When possible, large, pre-planned overtime jobs should be shared within the classification.
- j. Overtime or premium rates shall not be pyramided on any workday.
- k. For the purpose of computing the overtime pay for holidays, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins.
- l. In the event the employee reports for work at the start of his scheduled shift, he shall receive at least four (4) hours of work or pay in lieu thereof unless he was previously notified not to report.
- m. In the event the employee is called back to work after he has completed his scheduled hours and after leaving the site for the day, he shall be guaranteed at least four (4) hours of work at the designated overtime rate. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his regular shift, the first eight (8) hours will be paid at straight time. In the event the employee is called in to report to work less than four (4) hours before his scheduled hours, he shall be guaranteed at least four (4) hours pay at the designated overtime rate. These four (4) hours are guaranteed to be paid in addition to and not inclusive of the regularly scheduled work hours.
- n. In the event the employee is called to work on an unscheduled workday (Saturday or Sunday) he shall be guaranteed at least four (4) hours of pay at an overtime rate of one and one-half (1.5) times for Saturday and two (2) times for Sunday.
- o. Employees who began work on an overtime assignment on their first day of rest will be paid at the overtime rate (i.e., one and one-half (1.5) times the regular straight time rate) for all continuous hours worked up to twelve (12), even though the period of continuous service continues into second day of rest.

- p. Employees who began work on an overtime assignment on their second day of rest will be paid at the overtime rate (i.e., two (2) times the straight time rate) for all continuous hours worked even though the period of continuous service continues into another day.
- q. Further to the above, if an employee normally works the day shift he will not be paid shift differential for overtime hours; however, if any employee normally works the evening shift he will be paid the appropriate shift differential compounded for overtime purposes.
- r. Any employee who is called in to work shall receive a minimum of four (4) hours call-in pay.

Section 2. Shift Worker (Rotating).

- a. A rotating shift worker is defined as an employee who normally works a rotating shift providing seven (7) day a week coverage.
- b. The following paragraphs of Section 1 above also apply to the rotating shift workers: a, b, c, d, g, h, i, j, k, l, m, n, o, p, q, and r.
- c. Shift workers will be paid one and one-half times (1.5) the straight time rate for hours worked in excess of eight (8) hours in a day on their first day of rest and on holidays.
- d. Shift workers will be paid at two (2) times the straight time rate for hours worked in excess of twelve (12) in any one day or continuous required work period, and on their second day of rest.
- e. If an unexpected absence among the shift workers is to be filled by the use of overtime, then the employee working the preceding shift will be offered the opportunity to work over four (4) hours into the next shift.

In addition, attempts will be made by the supervisor to reach the employee reporting for the succeeding shift as early as possible, and he will be offered the opportunity to report four (4) hours early.

Section 3. Off-site Assignments.

Employees shall receive straight time rates for all hours spent traveling, but not working.

Employees who are assigned work while away from the Stennis Space Center will be paid in accordance with the provisions of this Agreement for such hours worked.

Prior to any off-site assignment, the Company and the Union shall meet and confer regarding any special payment provisions for the assignment.

Section 3a. Visitor Relation Specialists.

Visitor Relation Specialists shall be compensated for hours on travel. Any total work/travel hours over eight (8) in a day will be compensated at the applicable overtime rate. Applicable overtime rates apply per Article 11.

If holiday falls on first day of rest, it shall be observed on the scheduled day prior to. If holiday falls on the second day of rest, it shall be observed the following scheduled day of work. If holiday falls on normal scheduled work day, it shall be observed on that day.

Company will provide shirts and pants. Employees will be reimbursed up to one hundred dollars (\$100.00) per calendar year for shoes and socks per the company requirements.

Section 4. Fire Department Employees Only.

1. Work Week

The work week for each employee in the Fire Department covered by this Agreement shall consist of three (3) staggered twenty-four (24) consecutive hours of duty. The compensation for the Fire Department employees during the twenty-four (24) hour period shall be as follows:

- a. The first eight (8) hours starting at 0730 hours, normal work will be performed at straight time rate.
- b. The second eight (8) hours starting at 1530 will be at time and one-half (1.5). The only work to be performed during this eight (8) hour period will be ambulance stand-by assignments and responding to alarms and emergencies.
- c. No compensation for the third eight (8) hours starting at 2330 hours. However, an employee shall receive a minimum of one hour of pay at time and one-half (1.5) the base hourly rate in each instance the employee is called upon to answer alarms during the third period.
- d. Employees who do not get five (5) hours of uninterrupted rest during the combined second and third shift periods due to answering alarms or emergencies will be paid at one and one-half (1.5) the base rate for the entire eight (8) hour third period.
- e. Any work in addition to regularly scheduled work shall be compensated at time and one-half (1.5) the base pay. This does not apply to On-Call employees.
- f. Sundays and listed contractual holidays are days on which no work will be scheduled. However, apparatus inspections are required seven (7) days per week. Any standby work on these days shall be compensated at two (2) times the base pay. This is does not apply to On-Call employees.
- g. Any employee who is called in to work shall receive a minimum of four (4) hours call in pay. It is further understood this does not apply for replacement of a shift.
- h. When work schedules are posted for the Fire Department, no change may be made without both the Company and the Union agreeing.

2. **Consecutive Shifts & Temporary Relief**

No firefighter shall be required to work a second consecutive twenty-four (24) hour shift unless he agrees to do so. Firefighters can be allowed to work more than three (3) consecutive 24-hour days, with approval of the Company.

Temporary relief for employees in the Fire Department will be provided by:

- a. Full-time employees.
- b. Use of On-call personnel in accordance with their seniority.
- c. Replacement personnel will be paid for the full 24-hour shift provided they work at least 16 hours. If they do not work at least 16 hours, the first eight (8) will be paid at straight time and the remaining hours will be paid at one and a half (1.5) times the straight time rate.

A firefighter not wishing to work a second consecutive 24-hour shift will remain on duty for a reasonable period of time to allow for the securing of a temporary relief firefighter. The relief firefighter will be paid for the full 24-hour shift.

3. **Fire Department Shift Exchange**

This section sets forth the procedures to be adhered by all personnel of the SSC Fire Department interest in exchanging a shift with another employee of the Fire Department.

- a. Procedure
 - (1) Requests must be submitted one week in advance of the exchange.
 - (2) Shift exchange will be completed in the same pay period.
 - (3) All exchanges will be made within the same classification.
 - (4) The shift exchange will not result in additional cost to operations.
 - (5) The exchange will not impact the capabilities of the Fire Department.
 - (6) The resulting exchange will not require either person to work more than three (3) consecutive 24-hour shifts.
 - (7) The 40-hour Firefighter classification is exempt from the Shift Exchange Policy.
 - (8) If requestor is going to take vacation in conjunction with the shift exchange, this shall be documented at the time the request is made.
 - (9) When a firefighter is asked to work an extra shift at the request of the Company, the firefighter may request to swap the extra shift later in the pay period. The request for exchange must be made at the time of the Company's request. When a firefighter is asked to perform a higher classification, upgrades will be authorized.
- b. Approval/Review
 - (1) The Fire Chief will approve/disapprove all requests for shift exchange and the decision of the Fire Chief will be final.

- (2) If it is determined that this privilege is being abused, the person found abusing the privilege will lose all rights to exchange shifts.
 - (3) The shift exchange policy is not for long-term changes to the work schedule.
4. All firefighters are required to successfully pass a task-oriented fitness test on an annual basis. Newly hired personnel will be required to pass the fitness test prior to a job offer being tendered. The facility of the Wellness Center and a fitness program will be made available to fire department personnel at no cost to the firefighter.
5. Employees in the firefighter classification who are in a Regular Full-time pay status, and EMT certified, and are required for standby emergency medical duty will be compensated one hundred fifty dollars \$150 per month for such certified emergency medical duty. Employees who are certified will be selected by seniority. Employees will have to be re-certified as required to maintain the EMT status. Employees will be assigned to shifts to provide proper coverage by seniority.
6. Fire Department employees possessing CPR instructor certification shall be paid an additional one hundred fifty dollars (\$150) per month, not to exceed 4 employees.
7. Fire Department employees who are certified Fire Inspectors will be paid one hundred fifty dollars (\$150) per month.
8. Employees in the Fire Department, in cases of extended absences will be allowed to use leave in forty (40) hour per week increments.

Section 5. Energy Management Control Service Personnel Only.

- a. A work day is defined as a 24-hour consecutive period commencing at 0001 hours and ending at 2400 (midnight). However, such hours may be changed at the discretion of the Company provided they give affected employees a 48-hour notice.
- b. A work week is defined as a 7-day consecutive period commencing at 0001, Saturday and ends at 2400 (midnight) on Friday. However, such work week schedule may be changed by the Company to meet the customers' operational requirements provided they give the affected employees a 48-hour notice.
- c. EMCS personnel assigned to work a rotating shift will normally be scheduled to work twelve (12) hours per shift. The Company desires to maintain the current shift schedule but reserves the right to change. If such a change is made, the new schedule will allow two (2) consecutive weekends off for rotating shift personnel. When a change is made, the Company will give the affected employees a 2-week notice of such a change.
- d. EMCS personnel will be paid one and one-half (1.5) times the straight time rate for hours worked in excess of forty (40) hours in a week. For hours worked in excess of sixty (60) hours in a work week and on holidays they will be paid two (2) times the straight time rate

For the purpose of computing overtime pay for EMCS Operators/Trainees, a shift cutting across two work weeks shall, where the employee is in an overtime status, be treated as worked in the work week which the shift begins. For the purpose of computing overtime pay for the Shopleader, a shift cutting across two work weeks, regardless of whether the Shopleader is in an overtime status, shall be treated as worked in the work week which the shift begins. If an employee should work in excess of twelve (12) continuous hours, they shall be paid one and one-half (1.5) for all hours exceeding twelve (12) hours to fourteen (14) in a continuous period. If an employee should work in excess of fourteen (14) continuous hours, they shall be paid two (2) times their straight time rate for all hours exceeding fourteen (14) hours in a continuous period.

- e. For the purpose of determining whether or not an employee is entitled to overtime pay for having worked more than forty (40) hours in a work week, sixty (60) hours in a work week and twelve (12) hours in a continuous period, all hours in a pay status except legacy sick leave shall be counted.
- f. The regular shift allowance for all hours worked between 1800 hours and 0600 hours shall be \$1.00 per hour. Day shift personnel working an overtime assignment after 1800 hours shall not be eligible for the shift allowance.
- g. EMCS personnel shall have their PTO requests honored on a first come basis. If there is a conflict, seniority will govern.
- h. PTO will be in hourly entitlements. A 1-day PTO utilizes twelve (12) hours of PTO entitlement for rotating shift workers.
- i. Employees in the EMCS Department, in cases of extended absences will be allowed to use leave in forty (40) hour per week increments.
- j. The Company will pay an hourly pension contribution not to exceed forty (40) hours per week for each EMCS personnel who is in a pay status. Pension contributions will be made for forty (40) hours per week when an employee is in a pay status for less than forty (40) hours per week due to the rotating shift schedule of the EMCS Shop.
- k. EMCS personnel who are in their initial training period will not be eligible for overtime until they are qualified, as determined by management. However, this initial period of training should be no longer than six (6) months.
- l. The EMCS overtime list will be one list which includes the following classifications:
 - Shopleader
 - EMCS Operator
 - EMCS Operator Trainee

Shift schedules permitting, the Company will attempt to equalize overtime where practical.

- m. Jury and subpoenaed witness duty shall be paid at the normal straight time of 12 hours per day to a maximum of 40 hours per week.
- n. EMCS Operator duties:
 - (1) Analyze, trouble-shoot and repair all system software problems.
 - (2) When assigned, EMCS personnel will adjust, repair and replace all EMCS hardware devices with the EMCS/HVAC Specialist.
 - (3) EMCS Operators can handle trouble desk calls.
 - (4) Shopleader duties interchange with management responsibilities and that work when performed is not to be classified exclusively as union work.
 - (5) Equipment belongs to the Company and may be used by any qualified person; however, no performance of any EMCS Operator's normal duties will be done, except in cases of emergency.

ARTICLE 12 GENERAL

Section 1. Bulletin Boards.

Space on existing bulletin boards will be made available for the sole use of the Union as follows:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections.
3. Notices of Union appointments and results of Union elections.
4. Notices of Union meetings.
5. Other notices concerning bona fide Union activity such as Cooperatives, Credit Unions, and unemployment compensation information.
6. Notices may be sent out by email. Notices regarding the subjects listed above can be sent via e-mail by Union officials after approval through the FOSC Human Resources Manager.

Section 2. Emergency Work Stoppages.

Emergency work stoppages not under the Company's control such as weather disasters, riots, and other national disasters, wherein employees are directed not to report to work are considered a normal work day, and personnel shall be allowed their regular salary (not to exceed eight (8) hours in a day) will only be granted when approved in writing by the Contracting Officer. However, each employee who is called in by the Company to perform emergency duties during their regular hours of work shall be paid one and one-half times (1.5) his regular straight time rate of pay for actual hours worked in addition to their regular rate of pay.

Emergency Rideout Team members (including EMCS Operators) who are designated to work when SSC is closed and required to remain on site until release by the NASA/SSC Incident Command shall be paid two and one-half (2.5) hours pay for all hours worked and all daily administrative hours paid to non-essential personnel during base closure.

No charges to PTO or other leave will be made by the Company for such emergency work stoppages.

It is understood that under such conditions some confusion may exist in the selection of employees who agree to perform emergency work. The selection of employees will be on a rotating voluntary basis according to classification seniority.

Government Shutdown

All essential personnel who are required to work will be compensated at his regular straight time rate of pay for actual hours worked. Applicable overtime rates will apply. Any administrative hours paid to non-essential personnel will be compensated.

Section 3. Maintenance of Privileges.

Any and all privileges enjoyed by the employees will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to change or specifically waive any of these privileges.

Privileges as used herein means advantages or special benefits (i.e., lunches, parties, banking privileges) heretofore granted to employees and subject to reasonable rules and regulations promulgated by the Company or the customer. Privileges do not refer to wages, hours and working conditions negotiated by the parties and made a part of this Agreement.

Section 4. Tool and Work Area Clean Up Period.

Adequate time will be allowed before the end of the shift to clean up work areas, put away tools used during the shift as directed by the Company, and for time-keeping recording.

Section 5. Flexible Work Schedule.

A Flexible Work Schedule will be administered in accordance with a mutually agreed upon policy. Both parties agree to review this policy semi-annually. Changes will be made only by mutual agreement of the parties.

Section 6. 4 Day/10 Hour Workweek.

1. One and one-half (1.5) the regular straight time rate will be paid for hours on Saturday, and scheduled day off also hours in pay status over 10 and below 12. Two (2) times the straight-time rate of pay shall be paid for hours worked on Sunday, also all hours in pay status over 12.
2. Employees who are laid off for lack of work will receive 80 working hours notice or 80 working hours pay, at straight time rate, in lieu of notice.

3. Employees who resign their employment with the Company must provide 80 working hours notice.
4. PTO accrual rates will not change. However, absences for PTO, or military, jury duty and funeral leave would be charged at the 10 hour per day rate when taken on work days.
5. The Company will make the appropriate contributions per hour to the IAM Pension Plan up to a maximum of forty (40) hours per week for each hour the employee is receiving his regular rate of pay.
6. On weeks with a regularly scheduled holiday, management of each unit will provide coverage for the remaining regular workdays in that week. Providing work schedules permit, employees shall be allowed to flex or take PTO leave during holiday weeks to get 40 hours provided management determines it is feasible. Management requires the entire unit to revert to an 8-hour/5-day workweek. On weeks preceding and succeeding a holiday week, the unit will work a 4 day/10 hour workweek period.
7. The normal work week schedule will be Monday through Friday 40 hours per week with a regular workweek defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by operational requirements. Where operating requirements permit, the Company will provide affected employees two working days notice of a change.
8. At the employee's request, the employee will be allowed to work a 4 day/10 hour work week schedule. All efforts to allow the employee to work 4 day/10 hour work week will be made. Employees will be notified of any discontinuation of a 4 day/10 hour work week upon mutual agreement between the Company and the Union.
9. Mutually agreed upon pilot programs will be implemented in areas that have not previously worked a 4 day/10 hour work week schedule.

Section 7. Job Descriptions.

Job descriptions, including revised and amended job descriptions, shall be provided to the Union. These job descriptions will be stamped Company proprietary and shall be treated as such by the Union. The Union shall retain custody and control of them in a secure manner.

Company changes to the job descriptions will be given to the Union at least thirty (30) days prior to the job being posted with the new requirements. Job descriptions will be mutually agreed upon before posting.

The Company and Union will mutually agree to update job descriptions in a timely manner, on an as-needed basis.

Section 8. Use of Forklift Trucks.

Heavy equipment operators will be assigned to lift items weighing up to 8,000 pounds or greater. All other personnel will normally be restricted to movement of 6,000 pounds or less, but in no event more than 8,000 pounds.

If an employee has a need for a forklift truck to perform his regular duties at a location other than inside the warehouse currently Bldg.2204/2205 industrial complex, the employee may drive it to that location. However, no materials will be transported on the forklift to the job location except by storekeeper personnel and the property administrator, since heavy equipment operators will normally perform this function in accordance with the weight limitation referred to above.

All employees who are operators of forklifts must be certified in accordance with the FOSC Certification Plan.

**ARTICLE 13
SENIORITY - JOB VACANCIES & LAYOFFS**

Section 1. Seniority/Breaks in Seniority.

1. Seniority for employees covered by this Agreement after its execution shall be determined for purposes of promotion, layoff, and callback, according to the Company SSC Seniority List in effect at the time. A copy of the current Company SSC Seniority List will be provided to each employee covered by the Collective Bargaining Agreement. The seniority list will be posted on the Union bulletin board for a period of thirty (30) days upon publication of this Agreement during which period any employee covered by this Agreement shall advise his Union Representative of any alleged inaccuracy and it shall be the duty of the Union to advise the Company if any change is required in the seniority list. Once an employee agrees that his seniority is correct by affixing his initials by his seniority date, it shall not be changed in any subsequent review. Individuals becoming employees covered by this Agreement after finalization of the attached seniority list shall be added to the list in the appropriate classification according to the time that each became an employee covered by the Agreement. Effective 5 January 1979 the relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the lowest last four (4) digits shall be deemed the senior.

The seniority date for a temporary employee will always be the date they become a regular employee.

2. Seniority for the employees covered by this Agreement for purposes of promotion, layoff, and callback shall accrue for time actually worked with the Company and time on authorized leave under the terms of this Agreement. Seniority will be lost whenever the employee covered by this Agreement: (Ex. if an employee is on military duty they will continue to accrue seniority).

- a. Voluntarily terminates his/her employment, is discharged, or fails to apply to return to work at the termination of an authorized leave of absence.
 - b. Is absent from work because of personal illness or accident and fails to keep his/her manager notified monthly stating the probable date of his/her return to work.
 - c. Is laid off for a period of more than two (2) years.
 - d. Is notified within two years from date of layoff that (s)he may return but fails to respond within five (5) working days and arrange a mutually satisfactory date for re-employment.
 - e. Accepts a position outside the bargaining agreement and exceeds thirty (30) calendar days.
3. The seniority list will be revised periodically and provided to the Union representative once a year for a period of forty-five (45) days, during which period of time it shall be the obligation of each employee and the Union to notify the Company in writing of any errors on said list. The list shall be available for inspection by any employee or Union Representative at reasonable times. It is the Union's duty to resolve any dispute between employees covered by this Agreement as to their respective seniority and to advise the company of the resolution thereof. Failure to notify the FOSC Manager, Human Resources, or his designee, of any errors within the above-mentioned 45-day period shall foreclose any changes to the dates shown on the list.
4. For purposes of this Agreement, there will be three seniority dates: Union Seniority, Classification Seniority and Site Service Seniority.

Union Seniority - represents the total amount of time (adjusted if required) employees have been in a job now covered under the Collective Bargaining Agreement. Union seniority will be used for bidding and bumping purposes only.

Classification Seniority - is the time accrued under each classification in which an employee has worked. Classification seniority will be used to determine the most junior employee in an affected classification layoff or as defined in Exhibit B. Classification seniority will continue to accrue when employees promote from held classification.

Site Service Seniority - is the length of continuous time an employee has worked at the Government facility performing the kind of work performed by the Company and its predecessors.

Site Service Seniority shall apply for purposes of PTO eligibility. However, for those employees with an adjusted company service date greater than their Site Service, the adjusted company service date shall apply for purposes of PTO eligibility. The seniority described above is that seniority indicated for each employee in the current SSC seniority list.

5. Layoff date is the date on which an employee was laid off from the Company. The layoff date shall be maintained on the seniority list for the length of callback rights.

Section 2. Job Vacancies.

1. Notices of job openings in the bargaining unit covered herein will be posted on the Union bulletin board for a period of five (5) working days during which time the job shall not be permanently filled. All employees covered by this agreement regardless of employer will be eligible to bid on openings. Employees on leave may bid by phone or by proxy for any openings posted during their leave time.
2. If an employee who possesses the required qualifications wishes to be considered for an available opening, the employee may submit a job posting application. Such request must be received by the Human Resources Department no later than the end of the employee's regularly scheduled shift on the fifth (5th) working day following the original day of posting. The Human Resources Department will provide a listing of represented employees who bid on the job openings.
3. When an employee is promoted or refuses promotion, the employee shall not be eligible to file another bid request for six (6) months. Prior to being selected for promotion, an employee may withdraw a promotional request at any time. Employees bidding on MLOA positions and being promoted are not held to the six (6) month rule; provided the employee wishes to bid on a non-MLOA positions. Employees who bid and are awarded an MLOA position may not bid on another MLOA position for six (6) months unless no other employees apply.
4. New hire employees with less than twelve (12) months seniority in the job classification for which they were originally hired shall not be eligible to participate in the Job Posting Program until they have completed the twelve (12) month seniority requirement, unless there is no qualified bidder.
5. Employees selected for promotion shall be released to the available higher-rated classification and transferred to the new department within ten (10) working days following selection for promotion.
6.
 - a. Seniority shall be the determining factors in filling job vacancies.
 - b. In the event of a posted job opening, the bidding employee with the most seniority in the applicable group (Exhibit B and C) who has the qualifications shall be awarded the position.
 - c. Qualified shall be defined as any person holding the minimum requirements as defined by the job description for the position.
7. The Supervisor will perform progress reviews with the employee (with a union representative present) at 30, 60, and 85 day increments. This progress review will be documented and is intended to provide the employee with feedback as to his

development into the position. If the Company determines within this period of ninety (90) calendar days that an employee selected to fill a job vacancy is not performing the job satisfactorily, the employee will be returned to his previous job without loss of seniority. If the employee's previous job has been abolished and there is no other job available for which the employee is qualified and eligible, then the employee shall be put on layoff. If employee returns to their previously held job, the job will not have to be rebid. In this event, the second senior qualified bidding employee will be granted the job.

- a. If the employee determines to return to their previously held job position within 30 calendar days the Company shall grant the request. If the employee returns to their previously held job, the job will not have to be re-bid. In this event, the second senior qualified bidding employee will be granted the job.
 - b. If the employee; 1) does not successfully complete the 90 day evaluation period, or 2) voluntarily returns to their previously held position within 30 calendar days as stated above, it is understood that the employee will not have established seniority in the new classification.
8. Employees who bid on a position vacated by an incumbent being placed on a Medical Leave of Absence (MLOA) will be placed into the position on a permanent basis unless the incumbent employee returns from the MLOA. Bid Bulletins will indicate positions vacated by employees placed on a MLOA. Employees displaced by another employee returning from a MLOA may exercise their seniority to bump into another job in accordance with other provisions of this article.
 9. When a lateral vacancy occurs within a job classification senior employees within the classification shall be given the choice to transfer. Employees desiring to make a lateral transfer within their classification shall inform their supervisor and FOSC Human Resources.
 10. Newly hired employees from sources external to the SSC/FOS contract will be considered as probationary employees for ninety (90) calendar days and shall be subject to discipline including discharge at the discretion of the Company. New employees shall be evaluated (with a union representative present) and shall only be discharged for just cause. During this period the Supervisor will perform progress reviews with the probationary employee at 30, 60, and 85 day increments. This progress review will be documented and is intended to provide the employee with feedback as to his development into the position. Any decision of the Company to terminate or otherwise discipline a probationary employee shall be final and not subject to the Grievance and Arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, the employee shall become an employee with seniority dating from the date of hire.
 11. Temporary employees will not accrue seniority. If the temporary employee is required beyond the initial ninety (90) calendar days the job will be posted for bid.

12. The Company will notify the Union Recording Secretary of any new hires or any hired position.
13. A weekly union/insurance orientation session for newly hired employees will be held on Tuesday after the employees complete their paperwork in the Human Resources Department and prior to their reporting to work. The Human Resources Office will advise the Union on Friday of each week whether there will be any new employees hired on the following Monday.
14. If on any given date when there are multiple openings in a posted job classification, classification seniority for those awarded such positions will be established as follows:
 - a. A Regular Full-time employee who bids into that classification on that date will be placed first in seniority order.
 - b. A Regular Modified Full-time employee placed in that classification on that date will be placed second in seniority order.
 - c. A Regular Part-time employee placed into that classification on that date will be placed third in seniority order.
 - d. A Temporary employee placed into that classification on that date will be placed fourth in seniority order.
 - e. A newly hired employee placed into that classification on that date will be placed fifth in seniority order.
15. When filling vacancies, On-call employees will be considered prior to considering sources external to the SSC/FOS contract. If the On-call employee is selected for the job vacancy, they shall be awarded the job in order of their hire date.

Section 3. Layoffs and Recalls.

1. A layoff is a termination of employment of indefinite length. Any employee who is laid off for lack of work will receive ten (10) working days notice or ten (10) working days pay in lieu of notice.
2. In the event of a layoff, the employee with the least classification seniority in the job classification affected shall be laid off.
3. An employee subject to layoff may exercise his seniority, or in the case of craftsmen listed in Exhibit B his classification seniority, to bump into any classification provided he has previously held that job classification and provided he has the seniority, or in the case of craftsmen listed in Exhibit B the classification seniority, and qualifications and capabilities to perform in that classification.

4. Employees on layoff from a classification (onsite/offsite) will be recalled within two (2) years if an opening exists in the classification from which they were laid off. This recall will be done without posting the job and will be processed according to the individual's seniority within the job classification. Notification of offsite recalls will be made by certified mail to the employee at his last known address and a failure of said employee to respond within five (5) working days of the time of mailing that he will report to work, will constitute a waiver of his rights in regard to that recall, and to all future recalls unless he explains his failure to respond and report for work to the satisfaction of the Company. If a temporary vacancy occurs, the employee can accept or decline the recall, and it will not interfere with the employee's recall rights.
5. If an employee who has been in a bargaining unit position for a period of one (1) year is transferred to another position within the Company so as to be excluded from the coverage of this Agreement, such employee shall retain his seniority in the position from which he was transferred.
6. Employees who resign their employment with the Company must provide ten (10) working days notice.

Section 4. Recall of Regular Employees to Temporary Positions.

When Personnel Requisitions are received for temporary positions (positions that do not exceed 90 calendar days), employees who have been laid off from regular positions are contacted prior to filling the requisition with outside candidates. The recall letter sent to the employee should specifically state that it is temporary – not to exceed 90 calendar days – and their recall rights will be maintained if they decline because it is a temporary position. When the temporary assignment ends, the employee is terminated without a 10 day layoff letter issued.

The two (2) year recall right for regular employees on layoff who accept recall to temporary positions (positions that do not exceed 90 calendar days) will begin all over again at the end of the temporary assignment. Seniority will not be accrued while on temporary recall.

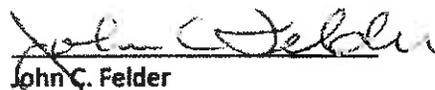
In WITNESS WHEREOF, this instrument is executed as of this 9th day of June 2011.

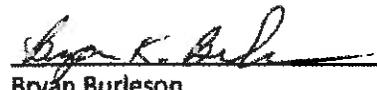
FOR THE UNION:


Joe Harrington
Directing Business Representative IAMAW
Local Lodge 2249


Benjamin Sullivan
Business Representative IAMAW
Local Lodge 2249

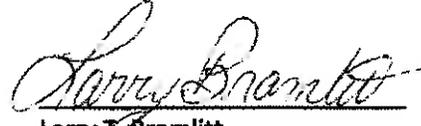

Mickey Carr
President, IAMAW
Local Lodge 2249

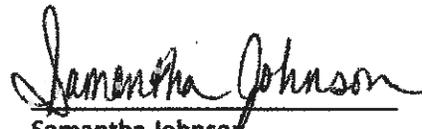

John C. Felder
Vice President, IAMAW
Local Lodge 2249

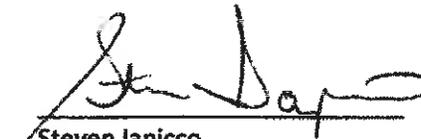

Bryan Burleson
Secretary/Treasurer, IAMAW
Local Lodge 2249

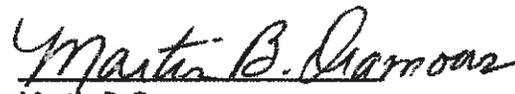

Teresa Ehrlich
Committee Person
Local Lodge 2249

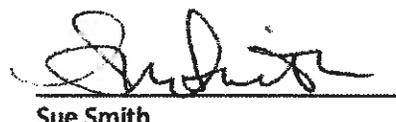
FOR THE COMPANY:

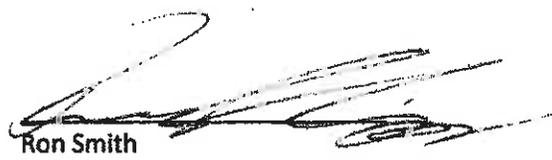

Larry T. Bramlitt
Vice President / GM, FOSC
Jacobs Technology Inc.


Samantha Johnson
Manager, Human Resources, FOSC
Jacobs Technology Inc.


Steven Iapicco
Labor Relations Manager
Jacobs Technology Inc.


Martin B. Oramous
Subcontract Principal
Erica Lane Enterprises


Sue Smith
Subcontract Principal
Comprehensive Occupational Resources


Ron Smith
Subcontract Principal
Smith Research Corporation

FOR THE UNION:



Greg Lampley
Committee Person
Local Lodge 2249



Donna Powe
Committee Person
Local Lodge 2249

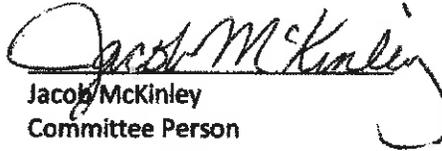


Linda Antoine
Committee Person
Local Lodge 2249

FOR THE UNION:



Brock Saucier
Committee Person
Local Lodge 2249



Jacob McKinley
Committee Person
Local Lodge 2249

**EXHIBIT A
WAGES**

Classification	Increase Effective		
	6/11/2011	6/9/2012	6/8/2013
Air Conditioning Technician, Certified	\$23.71	\$24.24	\$24.79
Bus Driver	\$18.02	\$18.42	\$18.84
Buyer	\$21.61	\$22.09	\$22.59
Buyer, Jr.	\$18.36	\$18.77	\$19.19
Carpenter	\$23.21	\$23.73	\$24.26
Chauffeur	\$17.31	\$17.70	\$18.10
Chief Storekeeper	\$22.17	\$22.67	\$23.18
Collateral / Equipment Specialist	\$22.97	\$23.49	\$24.02
Commodity Specialist/Cataloger	\$21.61	\$22.09	\$22.59
Configuration Control Clerk	\$15.72	\$16.08	\$16.44
Configuration Control Clerk, Jr.	\$14.77	\$15.10	\$15.44
Configuration Coordinator I	\$20.42	\$20.88	\$21.35
Configuration Coordinator II	\$18.16	\$18.57	\$18.99
Configuration Coordinator III	\$17.82	\$18.23	\$18.64
Cook	\$14.27	\$14.59	\$14.92
Documentation Coordinator	\$23.06	\$23.58	\$24.11
Documentation Specialist	\$19.21	\$19.64	\$20.08
Elec./Elec. Controls Specialist	\$24.45	\$25.00	\$25.56
Elec./Elec. Controls Specialist, Certified	\$25.15	\$25.72	\$26.30
EMCS Operator (12+ months)	\$26.42	\$27.02	\$27.63
EMCS Operator (12+ months), Certified	\$27.14	\$27.75	\$28.38
EMCS Specialist Senior, Certified	\$26.35	\$26.95	\$27.55
EMCS Trainee (0-12 months)	\$24.76	\$25.32	\$25.89
EMCS Trainee (0-12 months), Certified	\$25.46	\$26.03	\$26.62
EMCS/HVAC Systems Specialist	\$24.36	\$24.91	\$25.47
EMCS/HVAC Systems Specialist, Certified	\$25.15	\$25.72	\$26.30
Engineer (Fire Department)	\$17.10	\$17.48	\$17.88
Environmental Health Technician	\$19.98	\$20.43	\$20.89
Environmental Specialist 1 (> 15 years)	\$13.92	\$14.23	\$14.55
Environmental Specialist 2 (< 15 years)	\$12.83	\$13.12	\$13.42
Environmental Systems Operator	\$23.97	\$24.51	\$25.07
Environmental Technician 1 (>15 years)	\$13.39	\$13.69	\$14.00
Environmental Technician 2 (>5 and <15 years)	\$12.84	\$13.13	\$13.43
Environmental Technician 3 (< 5 years)	\$12.57	\$12.85	\$13.14
Equipment Operator, Heavy	\$23.58	\$24.11	\$24.65
Equipment Operator, Heavy, Certified	\$24.44	\$24.99	\$25.55

**EXHIBIT A
WAGES**

Classification	Increase Effective		
	6/11/2011	6/9/2012	6/8/2013
Facility Warranty Administrator	\$19.89	\$20.33	\$20.79
Fire Inspector	\$17.48	\$17.87	\$18.27
Firefighter	\$16.81	\$17.19	\$17.57
Food Service Helper	\$13.28	\$13.58	\$13.89
Food Truck Operator/Sales	\$14.17	\$14.48	\$14.81
General Clerk	\$14.77	\$15.10	\$15.44
General Helper	\$17.02	\$17.40	\$17.79
Graphics Coordinator	\$23.06	\$23.58	\$24.11
Grounds Technician	\$19.77	\$20.22	\$20.67
Illustrator	\$24.51	\$25.06	\$25.62
Illustrator, Senior	\$27.85	\$28.48	\$29.12
Lieutenant (Fire Department)	\$17.65	\$18.05	\$18.45
Lineman, Certified	\$24.45	\$25.00	\$25.56
Machinist	\$23.53	\$24.06	\$24.60
Mail Clerk	\$13.83	\$14.14	\$14.46
Marine Maintenance Technician	\$23.28	\$23.80	\$24.34
Material Accounting Specialist	\$20.04	\$20.49	\$20.95
Mechanic Automotive	\$22.99	\$23.51	\$24.04
Mechanical Technician	\$22.99	\$23.51	\$24.04
Mechanical Technician, Certified	\$23.97	\$24.51	\$25.07
Medical Records Specialist	\$16.03	\$16.39	\$16.76
Medical Records Specialist, Senior	\$23.06	\$23.58	\$24.11
Mover (New)	\$17.02	\$17.40	\$17.79
Multimedia Graphics Artist	\$24.51	\$25.06	\$25.62
NAVO Liaison	\$23.06	\$23.58	\$24.11
Painter	\$21.81	\$22.30	\$22.80
Photo Technician	\$24.77	\$25.33	\$25.90
Pipefitter/Plumber	\$22.99	\$23.51	\$24.04
Pipefitter/Plumber, Certified	\$23.97	\$24.51	\$25.07
PM Mechanic/Pesticide Tech.	\$21.20	\$21.67	\$22.16
Property Administrator	\$20.03	\$20.48	\$20.94
Property Administrator, Senior	\$21.08	\$21.56	\$22.04
Property Control Coordinator	\$17.26	\$17.65	\$18.05
PT&I Specialist/Electrician	\$24.36	\$24.91	\$25.47
PT&I Specialist/Electrician, Certified	\$25.15	\$25.72	\$26.30
PT&I Specialist/HVAC	\$24.36	\$24.91	\$25.47
PT&I Specialist/HVAC, Certified	\$25.15	\$25.72	\$26.30
Quality Assurance Technician	\$21.92	\$22.42	\$22.92

**EXHIBIT A
WAGES**

Classification	Increase Effective		
	6/11/2011	6/9/2012	6/8/2013
Quality Assurance Technician, Certified	\$23.07	\$23.59	\$24.12
Rad./X-Ray Quality Technician	\$21.92	\$22.42	\$22.92
Rad/X-Ray Quality Technician, Certified	\$23.07	\$23.59	\$24.12
Radiation Safety Officer	\$23.71	\$24.24	\$24.79
Radiologic Technologist	\$24.98	\$25.54	\$26.12
Real Property Specialist	\$22.97	\$23.49	\$24.02
Receiving/Shipping Clerk	\$16.27	\$16.63	\$17.01
Records Clerk	\$14.77	\$15.10	\$15.44
Registered Nurse I	\$20.37	\$20.83	\$21.29
Registered Nurse II	\$22.01	\$22.50	\$23.01
Registered Nurse III	\$23.86	\$24.40	\$24.95
Registered Nurse IV	\$26.08	\$26.66	\$27.26
Registered Nurse V	\$28.68	\$29.32	\$29.98
Reports Coordinator	\$17.69	\$18.09	\$18.50
Reproduction Operator	\$22.22	\$22.72	\$23.23
Reproduction Operator, Senior	\$25.39	\$25.96	\$26.54
Scheduler	\$23.06	\$23.58	\$24.11
Shipping Specialist	\$20.76	\$21.22	\$21.70
Small Engine Mechanic	\$21.78	\$22.27	\$22.77
Small Mower Operator	\$17.02	\$17.40	\$17.79
SpecsIntact Clerk	\$17.69	\$18.09	\$18.50
Stock Specialist	\$18.13	\$18.54	\$18.96
Storekeeper	\$17.20	\$17.59	\$17.98
Supply Clerk	\$18.13	\$18.54	\$18.96
Tractor Operator	\$19.77	\$20.22	\$20.67
Transportation Coordinator	\$19.86	\$20.31	\$20.77
Truck Driver, Heavy	\$20.37	\$20.83	\$21.29
Truck Driver, Medium	\$17.31	\$17.70	\$18.10
Truck Driver, Refuse	\$19.12	\$19.55	\$19.99
Tugboat Deckhand	\$17.96	\$18.36	\$18.78
Tugboat Pilot	\$25.43	\$26.00	\$26.59
VEM Maintenance Mechanic	\$23.75	\$24.28	\$24.83
Visitor Relations Specialist	\$13.03	\$13.32	\$13.62
Visitor Relations Specialist, Certified	\$17.43	\$17.82	\$18.22
Warehouseman	\$15.90	\$16.26	\$16.62
Warranty Administrator	\$18.13	\$18.54	\$18.96
Welder, Certified	\$23.92	\$24.46	\$25.01

EXHIBIT B
GROUP CLASSIFICATION SENIORITY

For purposes of promotion, layoff or recall, the following classifications shall be considered one classification (within each respective group):

Group A (Plumb Shop)

Pipefitter/Plumber and Mechanical Technician, Pipefitter/Plumber Certified and Mechanical Technician Certified, EMCS Specialist Senior, Certified, Plumber/Mechanical

Group B (Electrical Shop)

Electrician, Electrician/Electrical Control Specialist, PT&I Technician/Electrician and PT&I Specialist/Electrician, Electrician Certified, Electrician/Electrical Control Specialist Certified, PT&I Technician/Electrician Certified and PT&I Specialist/Electrician Certified, EMCS Specialist Senior, Certified/Elec.

Group C (HVAC)

Air Conditioning Technician, EMCS/HVAC Systems Specialist, PT&I Technician/HVAC and PT&I Specialist/HVAC, Air Conditioning Technician Certified, EMCS/HVAC Systems Specialist Certified, PT&I Technician/HVAC Certified and PT&I Specialist/HVAC Certified, EMCS Specialist Senior, Certified/HVAC

EXHIBIT C
GROUP/ CLASSIFICATION SENIORITY FOR PURPOSES OF PROMOTION

Group D (Warehouse)

Buyer, Buyer Junior, Real Property Specialist, Chief Storekeeper, Commodity Specialist/Cataloger, Mail Clerk, Material Accounting Specialist, Facility Warranty Administrator, Property Administrator, Property Administrator Senior, Receiving/Shipping Clerk, , Shipping Specialist, Stock Specialist, Storekeeper, Supply Clerk, Warehouseman, Warranty Administrator, Records Clerk, Medium Truck Driver, Chauffeur, Property Control Coordinator

Group E (Clerical)

Scheduler, NAVO Liaison, Medical Records Specialist Senior, Documentation Coordinator, Configuration Coordinator 1,2 and 3, Documentation Specialist, Specs Intact Clerk, Reports Coordinator, Medical Records Specialist, Configuration Control Clerk, General Clerk, Collateral / Equipment Specialist, Computer Operator, Configuration Control Clerk Jr., Transportation Coordinator

Group F (Fire Dept)

Lieutenant, Engineer, Firefighter

Group G (Multi Media)

Senior Illustrator, Multi-media Graphic Artist, Photo Technician, Reproduction Operator Senior, Graphics Coordinator

Group H (Quality) Quality Assurance Technician, Quality Assurance Technician Certified, Radiation/X-ray Quality Technician, Radiation/X-ray Quality Technician Certified

Group I (Public Relations)

Visitor Relations Specialist, Visitor Relations Specialist/Certified, Bus Driver

Group J (Cafeteria)

Cooks, Food Service Helper, Food Truck Operator

Group K (EMCS)

EMCS Operator, Certified, EMCS Trainee, Certified

Group L (Custodial)

Environmental Specialist 1, 2, 3, Environmental Technician 1,2, 3

Group M (Heavy Equipment)

Heavy Equipment Operator, Heavy Equipment Operator, Certified

EXHIBIT C
GROUP/ CLASSIFICATION SENIORITY FOR PURPOSES OF PROMOTION

Group N (Roads & Grounds)

Grounds Technician, Tractor Operator, Small Mower Operator

Group O (Mechanic Shop)

Vehicle Equipment Maintenance, Automotive Mechanic, Small Engine Mechanic, Marine Maintenance Technician

Group P (Painters)

Painter

Group Q (Carpenters)

Carpenter

Group R (General Helpers)

General Helper

Group S (Environmental System Operators) were Remedial Waste System Operators

Environmental System Operator

Group T (Tug Boat)

Tug Boat Pilot, Tug Boat Deckhand

Group U (Machinist)

Machinist

Group V (13.8 Lineman)

Lineman Certified, Lineman

Group W (Welders)

Welders Certified

Group X (Radiologic Technologist) was Lab/X-Ray Technician

Radiologic Technologist

Group Y (Nurses)

Registered Nurse, I, II, III, IV, V

Group Z (Safety)

Environmental Health Technician

Group AA (Movers)

Movers

EXHIBIT D
AGREEMENT BETWEEN
IAMAW LOCAL 2249
AND
Jacobs Technology Inc.
Stennis Space Center / Facility Operation Service Contract
Smith Research Corporation, Erica Land Enterprises, and CORE

THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER CALLED "COMPANY")

This agreement acknowledges that the Company has agreed to allow the IAMAW and its Local 2249, to offer the Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS) or Union. Employees will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year, not to exceed 15 minutes absence from work per employee. EBS shall schedule the employee meetings in consultation with Company managers to minimize operational disruption. Further, the Company will honor payroll deduction requests and make payments to the underwriting insurance companies for supplemental life, cancer, long-term and short term disability and critical illness insurance.

All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc. It is recognized that the Company is not endorsing this program and that participants will pay 100% of the cost through payroll deduction.

OCTOBER 23, 2010

AGREEMENT
between
Advance Business Solutions



and the
UAW Local 1921

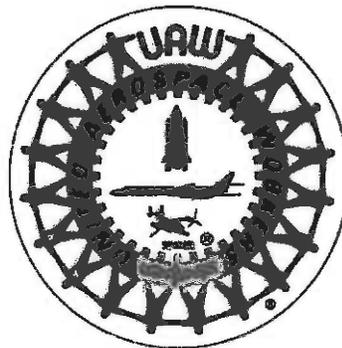


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AGREEMENT

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 or 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 or 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.

13 **Section 3. Loss of Seniority**

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

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

31 **Section 4. Probationary Period**

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

- 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.

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.

Policy:

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

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.

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

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.

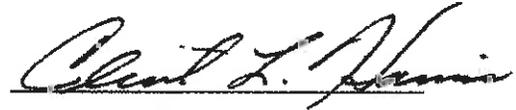
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4 ADVANCE BUSINESS SOLUTIONS
5 ENTERPRISES, INC

UAW AND ITS LOCAL 1921

6 BY:

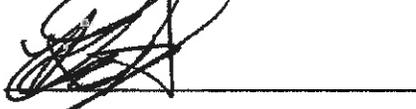
BY:

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

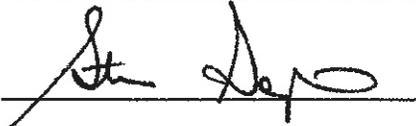
Clint Harris
International Representative
UAW

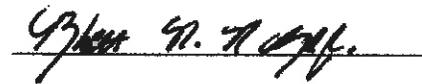
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16 Ron Ealey
17 President
18 Advance Business Solutions Enterprises, Inc

Arthur D. Fauver
President
Local 1921 UAW

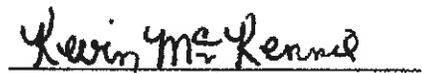
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22 Steven Iapicco
23 Manager, Labor Relations
24 Jacobs Technology Inc.

Rhett Ralph
Chairman
Local 1921 UAW

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26
27 



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