

**SOLICITATION NO. NNG14490137R**

**NASA Sounding Rocket Operations Contract III  
(NSROC III)**

**ATTACHMENT U**

**WAGE DETERMINATION NO. CBA-2015-7363**

**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2012 – JUNE 30, 2015**

**Solicitation No. NNG14490137R NASA Sounding Rocket Operations Contract III  
ATTACHMENT U – COLLECTIVE BARGAINING AGREEMENT**

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane Koplewski  
Director

Division of  
Wage Determinations

Wage Determination No.: CBA-2015-7363  
Revision No.: 0  
Date Of Last Revision: 1/5/2015

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State: Virginia

Area: Accomack

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Employed on NASA Goddard Space Flight Center, Wallops Flight Facility, Code 210.I contract for NASA Sounding Rocket Operations Contract III.

Collective Bargaining Agreement between contractor: LJT & Associates, Inc., and union: The International Association of Machinist and Aerospace Workers Local District, effective 7/1/2012 through 6/30/2015.

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

**AGREEMENT**

**Between**

**LJT & ASSOCIATES, INC.**

**And**

**THE INTERNATIONAL ASSOCIATION  
OF MACHINIST AND AEROSPACE WORKERS, AFL-CIO,  
DISTRICT LODGE #74  
LODGE #2552**

**July 1, 2012 – June 30, 2015**

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To be updated in final clean copy

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## **CONTRACT**

This Agreement is made and entered into this 29<sup>th</sup> day of June, 2012, by and between LJT & Associates, Inc., NASA Sounding Rocket Contract, Wallops Operation (hereinafter referred to as "LJT" or "the Company") and the International Association of Machinist and Aerospace Workers, AFL-CIO, District Lodge #74 (hereinafter referred to as the Union).

### **ARTICLE I – RECOGNITION AND CERTIFICATION**

- A. It is hereby agreed that the parties above cited desire to enter into Agreement for their mutual interest to promote harmony, efficiency and mutual understanding and to establish wages, hours and working conditions and to provide for the peaceful settlement of disputed and grievances that may arise affecting the employees covered hereby.
- B. The Company recognizes the Union certified by the National Labor Relations Board on March 29, 1974 (Case No., 5-RC-8827) as the exclusive representative of all employees as recognized by LJT & Associates, Inc. under the successorship doctrine, comprising the workforce called for in NSROC Contract NNG10WA17C, employed by the Company at its NASA, Wallops Flight Facility, Wallops Island, Virginia location but excluding office clerical employees, professional employees, guards, and supervisors as defined in the ACT. Included classifications are found in Schedule A.

### **ARTICLE II – GOVERNMENT RESPONSIBILITY**

- A. The Union recognizes that the Company is a contractor to the Federal Government at NASA Wallops Flight Facility, Virginia and that the Company is required at all times to fully meet its obligations as a Contractor. Nothing in this Agreement is intended nor will any provision of this Agreement inure to prevent the Company from fully meeting its obligations and responsibilities as a Contractor. The Union fully recognizes that from time to time the Government may impose various 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.
- B. It is further understood that if a security clearance is required in order to perform work in job classifications covered by this Bargaining Unit, that such security clearance shall be a condition of continued employment with the Company.
- C. To the extent that the provisions and terms of the contract between LJT and the Federal Government, and the full and complete performance by LJT, thereof are inconsistent with this contract, the requirements of said federal contract, and the full complete performance thereof, shall take precedent over this contract and the rights and obligations of the parties hereto.
- D. To the extent that Company is permitted under its contract with NASA (National Aeronautics and Space Administration) it shall endeavor to have all instructions relative to job performance of the members of Union emanate from Company's designated supervisor or supervisors. Consistent

with the full performance of said government contract, Company shall exercise efforts to minimize the instances where instructions are given to employees by Federal Government representatives. Based upon said undertaking by Company, Union agrees that where occasions arise in which such instructions are given by such representatives, employees will comply with said instructions.

### **ARTICLE III – UNION ACTIVITY AND DISCRIMINATION**

- A. It is agreed that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of his or her membership or non-membership in the Union. The Union and the Company agree to cooperate in all matters concerning equal employment opportunity and affirmative action in compliance with applicable city, county, state and federal regulations. This includes any current legislation amended or enacted during the period of this Agreement.

### **ARTICLE IV – UNION REPRESENTATION**

- A. The Company will recognize two (2) shop stewards and two (2) alternates selected from full time employees within the bargaining unit who have completed their probationary period. The union will specify the selected stewards and alternates in writing to the Company. One shop steward will be selected by the Union to serve as senior shop steward. The senior shop steward will function at the Contract Manager's level. Nothing in this article shall preclude the senior shop steward from having the shop steward and or business representative at meetings/grievances with the Contract Manager.
- B. In exercising their responsibilities to Bargaining Unit employees, Shop Stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company.
- C. A Steward shall notify and coordinate his absence with his Supervisor before leaving his work station and report back to the Supervisor upon return to his work station.
- D. All Union Leave hours used for the purpose of serving for provisions of this contract will be computed for the purpose of establishing overtime pay.
- E. The Shop Steward shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work for which he is qualified to perform. In the event a recognized Union Representative is laid off or terminated (for lack of work he is qualified to perform) he shall be the first recalled when work he is qualified to perform becomes available.
- F. Nothing in this Article shall be construed as the right to deny the International Representative or Business Agent the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

- G. The Union shall be free to withdraw a grievance at any step of the Grievance Procedure without prejudice.
- H. At no time shall the Union steward be discriminated against by the Employer because of the performance of duties as a Union steward.

#### **ARTICLE V – SUCCESSOR CLAUSE**

The provisions of the Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It being the intent of this Article to promote industrial peace and harmony, to insure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this Bargaining Unit.

#### **ARTICLE VI – MANAGEMENT RIGHTS**

Except as specifically abridged, delegated, granted or modified by this Agreement all management rights, powers and authority possessed by the Company prior to the execution of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company.

The Company retains the sole and exclusive right of management of its business, and the direction of its working forces, including but not limited to: the establishment or modification with notification to the Union of reasonable policies, practices, and procedures for the conduct of its business, and to change or abolish such policies, practices, and procedures; the right to plan, direct, expand, reduce and control its operations, to include the shifts to be observed, facilities to be covered, and the methods of job performance; the right to hire, layoff, assign, transfer, demote, promote; the right to determine the starting and quitting times of employees, and the hours and days to be worked; the right to discharge, suspend, or otherwise discipline employees for just cause; the right to take such measures as management may determine to be necessary for the orderly or economical operation of the Company's business. None of these enumerated rights shall be exercised for the purpose of circumventing the collective bargaining agreement.

The Union recognizes that it is the function and right of the management to exercise its own judgment and discretion in developing processes which meet the standards of Government requirements and customer acceptance, to meet competition, in order that its business and jobs and wages be protected.

## **ARTICLE VII-SUBCONTRACTING**

The Company agrees not to subcontract bargaining unit work for the purpose of terminating bargaining unit employees or inhibiting bargaining unit growth. The Company may, however, subcontract where necessary due to a lack of plant or equipment capacity, equipment breakdown, fire, flood or similar cause.

## **ARTICLE VIII – UNION SECURITY**

- A. All present employees on the effective date of this Agreement shall remain members of the Union in good standing or pay an amount equivalent to the Union dues. All employees who are hired on and after 1 April 1999 into the Bargaining Unit shall become and remain members in good standing in the Union or pay an amount equivalent to the Union dues on and after the 31<sup>st</sup> day following the date of employment. This money is to pay the Union's cost of representing employees for the purpose of collective bargaining and this authorization is not conditioned on present or future membership in the Union.

The Company understands that due to a court ruling, NASA Wallops Island is no longer considered an Exclusive Federal Enclave. Due to this ruling Section "A" can no longer be enforced and if in the future such ruling is reversed, the aforementioned language shall be reinstated without being subject to negotiation.

- B. The Company agrees to deduct Union dues and/or service fees levied by the International Association of Machinists and Aerospace Workers in accordance with the Constitution and Bylaws of the Union from the pay of each employee who is or who makes application to become a member of the Union or pay a service fee within the scope of the Bargaining Unit as covered by this Agreement and who in writing, in accordance with the "Authorization of Checkoff of Dues" form set forth in this Agreement has authorized the Company to do so.
- C. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability and expenses that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article or in reliance upon any list, notice, or assignment furnished by the Union under such provision.
- D. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, judgments and/or judicial or administrative orders of any governmental agency or any other forms of liability or costs and/or expenses that may arise out of, or by reason of, the Company's complying with any demands of the Union for any information concerning any Bargaining Unit employee of the Company where such information is, either by common law and/or Federal, State or local decision or policy or administrative order, protected and/or privileged.

- E. Notwithstanding the above provisions, should a court of competent jurisdiction determine that the NASA installation at Wallops Flight Facility, Virginia, is not an exclusive Federal jurisdiction enclave, the provisions of this Article paragraphs A, B, C, and D shall be null and void.

#### **ARTICLE IX – CHECK-OFF**

- A. Upon delivery to the Company of a written request and authorization for such deduction, signed by the individual employee, and in accordance with the terms of this Agreement, the Company will, during the term of this Agreement and any extension or renewal thereof, deduct from his/her pay each month his/her dues or service fee, including initiation fee, if any, in the amount fixed pursuant to the Constitution and By-Laws of the Union and remit same to the Union not later than thirty (30) days after the last day of the month. The form and condition of such authorization for deductions of dues is provided as an attachment to this agreement.
- B. The union agrees to hold the Company harmless from any and all liability to which it may be subjected as a result of its recognizing and honoring the check-off system provided herein.

#### **ARTICLE X – PROBATIONARY PERIOD**

- A. Each new employee shall undergo a probationary period of sixty days. An employee during the probationary period, shall be subject to layoff, discharge or discipline at the sole discretion of the Company and its actions shall not be subject to the grievance or arbitration provisions of this Agreement.

The probationary period may be extended for a maximum of thirty (30) days for good and sufficient reason. In the event such period is extended, the employee and the Union Steward will be advised as to the reasons for such extension.

- B. Upon satisfactory completion of the probationary period, the employee shall become a regular employee with seniority, vacation and sick leave entitlements calculated from the date of hire.

#### **ARTICLE XI – STRIKES AND LOCKOUTS**

- A. The Company agrees that during the term of this Agreement it will not engage in a lockout of its employees. The Union agrees that during the term of this Agreement there shall be no strikes, sitdowns, slowdowns, work stoppages, boycotts, picketing, or any other interference with the operations of the Company, directly or indirectly for any reason, and that no officer, agent, representative or member of the Union shall ever authorize, call, instigate, aide, condone or acquiesce in any of such actions and that no employee covered by the Agreement shall participate in any of such action.
- B. Any employee who engages in any form of activity prohibited by this Article may be subject to appropriate disciplinary action.

## **ARTICLE XII – NON-BARGAINING UNIT EMPLOYEES WORKING**

Except as specifically provided in the Company's contract with NASA, the Company will take such actions as within its prerogative to insure that personnel who are excluded from the Bargaining Unit shall not perform work of any kind or nature normally and historically performed by Bargaining Unit employees.

## **ARTICLE XIII – SUPERVISION**

The Supervisor of all assigned personnel shall be defined in the NSROC organization chart as published by the Program Office.

## **ARTICLE XIV – SAFETY AND HEALTH**

- A. Employees covered hereby shall be required to comply with all safety rules and regulations established by the Company and to wear such protective clothing or use such safety equipment as may be required and provided by the Company. Protective clothing and safety equipment furnished by the Company remain the property of the Company and each employee shall be responsible for proper use thereof.

The Company agrees to reimburse each employee, required to wear safety shoes, \$150.00 annually for the purchase of approved safety shoes. Further, it is agreed that the Company will reimburse employees up to \$150.00 toward the purchase of prescription safety glasses if the employees' job requires the wearing of safety glasses and he/she meets one of the following conditions: (1) The employee's prescription changes; or (2) the employee requires new safety glasses due to job-inflicted damage. Bona fide written confirmation of a prescription change must be presented upon a request for reimbursement. This reimbursement will be made no more than annually. Nonprescription safety glasses will be furnished by the Company upon request.

The Company shall not authorize reimbursement for any clothing or equipment purchased by the employee without prior authorization by the Company.

The Company shall allot time and payment for a yearly environmental physical for employees working in Hazardous Environments. Those areas covered under this provision shall be identified by the Safety Committee.

- B. When an employee is injured so seriously as to require that he be excused from work by an authorized representative of management, he shall be paid for the balance of the regular scheduled shift on which the industrial injury occurred.
- C. Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examinations as may be directed by the Company. The Company shall pay for each such examination. The Company may, at the Company's expense, under a physician(s) of its own choosing, independently verify the employee's physical or mental

condition, as reported to the Company by the physician initially selected by the employee for such medical examination.

1. Should an employee fail to pass the Company's medical examination and, as a result thereof, is determined by the Company to be unable to perform the duties of his/her job classification, the Company agrees to meet with the Union for the purpose of endeavoring to agree on reassignment of the employee to available work for which he is qualified and for which a qualified medical professional has evaluated the employee and certified him fit to perform all job requirements.
  2. If the Company and the Union are unable to reach agreement, the employee may then be reassigned to available work for which he/she is qualified or released from the service of the Company. Disputes arising from the provisions of this paragraph shall be subject to the Grievance Procedure.
- D. The Union Steward shall be a member of any Company Safety Committee designated to investigate personal accidents, injuries and/or unsafe conditions.
- E. The Company and the Union encourage employees to submit to the Company written suggestions for improvement of conditions relating to on-job safety.
- F. Should a walk around safety inspection of the Company's assigned work locations be conducted pursuant to the provisions of OSHA, one (1) representative, designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

#### **ARTICLE XV – HOURS OF WORK**

- A. No provision of the Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week.
- B. Eight (8) consecutive hours, exclusive of a lunch period of no less than thirty (30) minutes or more than one (1) hour shall constitute a standard work shift.
  1. All shifts beginning between 6 A.M. through 8 A.m., inclusive, shall be considered Day Shift.
    - a. The 6:00 A.M. through 8:00 A.M. to 2:30 P.M. and 4:30 P.M. shifts, respectively, are the current established Day Shift.
  2. All shifts starting after 2:00 P.M. shall be considered Middle Shift.
  3. All at or after 10:00 P.M. shall be considered Night Shift.
- C. Except as otherwise provided for in this Agreement, the normal work day shall consist of eight (8) hours per day and the normal work week shall consist of forty (40) hours of work per week, Monday through Friday. It is recognized and agreed that the standard payroll week shall be from

0001 Saturday to Friday midnight. If an employee is scheduled and reports to support a launch at Wallops Flight Facility and that launch opportunity is subsequently cancelled, the employee will receive a maximum of eight (8) hours for that day, provided there is no other work available to perform.

- D. Any employee, in the absence of notice not to report for work, who reports for work on his regular shift and for whom there is no work available shall, except when such lack of work is due to an Act of God, sabotage, national emergency, strike or picketing of Company's premises or other circumstances beyond the control of the Company, receive a minimum of four (4) hours pay at his straight time base rate. Such paid hours not worked shall not be considered as time worked for purposes of computing overtime.
- E. When an employee covered by this Agreement has completed an eight (8) hour work shift and has been relieved for the day, or when an employee is on one of his regularly scheduled days off, and is recalled to work, he shall be guaranteed a minimum of four (4) hours work, or pay in lieu thereof, at his applicable rate of pay. Hours not worked but paid in lieu thereof shall not be considered as time worked for purposes of computing overtime. Nothing in this Agreement, however, shall be construed to guarantee any specific number of hours of work, or pay in lieu thereof, to any employee who is required to perform overtime work connected to his regularly scheduled shift hours.
- F. Employees shall be granted a grace period of six (6) minutes in which to clock in, at the beginning of the Shift, during which no employee shall be denied pay. In this connection, it is agreed and understood that abuse of this privilege shall be a valid basis for appropriate disciplinary action, including denial of rights to the grace period.
- G. Employees are allotted thirty (30) minutes for lunch, as designated by the employees' supervisor (typically 12:00-12:30 PM, unless prohibited by work requirements). Employees may utilize 15 minutes prior to lunch to shut down equipment, organize the work area, or clean up for lunch.
- H. Employees are allowed a 15 minute break in the morning (7AM-11AM) and a 15 minute break in the afternoon (1PM- 4:30PM). This time can be utilized at the employee's discretion in consideration of work requirements. This time cannot be "banked" and utilized other than as indicated. Breaks in excess of this allocation are subject to disciplinary action. The provisions of this Section H will be effective July 1, 2002.

#### **ARTICLE XVI – ABSENCE FOR WORK**

- A. Except for illness, injury or other reasons beyond their control, employees are expected to report for work as scheduled unless the absence is authorized by their Supervisor. Unauthorized absences shall subject employees to appropriate disciplinary action.
- B. It is the duty of every employee who, for any reason, is unable to report to work as scheduled, or who expects to report for work late, to notify their Supervisor of the reasons therefore, indicating

when he expects to report for work. Employees absent will make every reasonable effort to notify their Supervisor, or his designated representative, within one (1) hour after their scheduled starting time.

- C. Employees may be granted any necessary time off with pay, but up to a maximum of two (2) hours, to vote in national, state, local and primary elections, provided that such employees are unable to vote either before coming to work or after leaving work.

#### **ARTICLE XVII – LEAVE OF ABSENCE**

- A. **Personal** – To the extent permitted by workload commitments, any employee covered by this Agreement will be granted a leave of absence, without pay, for a period not to exceed thirty (30) calendar days.

When circumstances permit, applications in writing for such leave of absence, stating the reasons therefore, must be submitted to the Program Manager not less than two (2) calendar weeks prior to the first work day of such requested leave.

- B. **Military Leave** – The Company agrees to observe all provisions of present law or laws hereafter enacted relating to its obligations to those of its employees who may hereafter leave the service of the Company to enter the Armed Services of the United States.
- C. **Military Reserve Duty** – Annual military leave will be granted employees not to exceed ten (10) days and the Company will pay the difference between military reserve duty pay and employee's regular base pay provided the employee has completed twelve (12) months of employment. Employees must present the Contract Manager a copy of military orders or other certification stipulating the period of service and submit certification as to military pay and allowance.
- D. **Funeral Leave** – Permanent full-time employees will be allowed time off in the event of a death in their immediate family for a maximum of three (3) work days. Pay for such time off will be at the employee's straight time rate. Such paid absence time will be considered as time worked for the purposes of computing overtime. For purposes of this section, family shall be defined as spouse, children, step-children, parents, stepparents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents, grandparents of spouse and grandchildren (whether of natural relationship or legally adopted or under legal guardianship of the employee).
- E. **Jury Service** – When an employee is necessarily absent from his regular work shift by reason of required jury service, or to report to a court in person in response to a jury duty summons, or to report for jury examination, he shall be granted pay for those hours during which he is necessarily absent from his regular work shift, less any fee or other compensation paid to him by the court for such service.

1. Pay for such time lost shall be computed at the employee's straight time base rate of pay. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of eight (8) in any regular work day or hours in excess of forty (40) in any work week.
2. Pay for the time lost shall not, for any employee, exceed a total of sixty (60) regular eight (8) hour workdays in any one (1) calendar year, less any fee or other compensation paid to him by the court for such service.
3. To be eligible for payment of jury service pay, an employee must notify his Supervisor no later than the completion of his regular work shift next following receipt by him of such notice or summons. Further, he shall be ineligible to receive jury service pay until such time as he presents to the Company a statement from an official of the court attesting to the date or dates and time of such jury service, and the fee or compensation paid to him therefore by the court, exclusive of transportation allowances.

**F. Union Business Leave** – Upon furnishing the Company reasonable advance notice, wherever possible two (2) weeks, employees may be granted leave of absence without pay for the purpose of Union business other than organization activities. Such leave is limited to forty-five (45) calendar days but the Company will give consideration for an extension, if required, upon written request to the Company.

Such leaves will be limited to two (2) employees at any given time and further limited to one (1) leave per month. The Company shall be under no obligation to any employee on Union business leave. Such employees may exercise seniority rights to return to their form position. During leaves of forty-five (45) days or less employees shall retain, and continue to accrue seniority.

**G. Family Member Leave** – Family Medical Leave may be granted to employees who have worked for the Company for 12 months. Family Medical Leave may be granted for a period of up to 12 workweeks annually for any or all of the following reasons; 1) because of the birth of a child or the placement of a child for adoption or foster care; 2) because the employee is needed to care for a family member (i.e., child, spouse, or parent) with a serious health condition, or 3) because the employee's own serious health condition makes the employee unable to perform the duties of his/her classification. The employee must provide such documentation as required by the Company for determination of the employee's eligibility for Family Medical Leave.

An employee approved by the Company for Family Medical Leave has the option to take unpaid leave, or paid leave if it has been accrued.

Employees on Family Medical Leave will retain and continue to accrue seniority.

**H. Medical Leave Without Pay** – A Medical Leave of Absence Without Pay may be granted for up to thirty calendar days and may be extended for up to a total of twelve consecutive months upon presentation of a physician's statement, verifying the employee is unable to perform his/her duties

because of occupational or non-occupational sickness, injury, pregnancy, childbirth, or related conditions.

A certificate of disability from the attending physician is required every thirty days from the date the medical leave commenced. Any failure on the part of the employee to provide a continuing certificate of disability may be considered a resignation, as determined by the employee's supervisor and the cognizant Director/Manager of Human Resources.

An employee returning from an approved Medical Leave of Absence must furnish a physician's statement releasing the employee to return to work.

#### **ARTICLE XVIII – WAGE RULES**

- A. The rate ranges set forth in Schedule A attached hereto and made a part of this Agreement shall prevail on and after the effective date indicated thereon.
- B. When a new job classification in addition to those listed in Schedule A is created, the wage rate therefor, shall be determined by negotiation between the Company and the Business Representative of the Union.
- C. At Wallops Island there will be bi-weekly paydays in accordance with LJT published payday schedule. Employees not electing direct deposit will receive their paycheck through the U.S. mail at their address of record.
- D. In the event an employee's pay is interrupted significantly, due to a payroll error and by no fault of the employee, the Company will issue an out of cycle check within two business days of the employee notifying payroll and the business unit human resources representative of the error.

#### **ARTICLE XIX – JOB CLASSIFICATIONS**

- A. Job classifications covered hereby shall be those job classifications specifically enumerated, in Appendix A. The Union shall be provided a copy of each job classified listed. Should any changes to the current job classification happen during the life of this contract, the Union shall be provided a copy of the new position description.
- B. There will be a minimum of two work leader positions assigned to the manufacturing activity on the NSROC contract. At least one of these positions will be assigned to the machine shop and at least one assigned to the electrical shop. These work leaders will be selected by management and will be responsible for coordinating the work force assigned to his/her unit under the direction of the area shop supervisor.

1. The work leader will be responsible for the planning and layout of the work in his/her unit. The work leader will also be responsible for providing technical assistance to the employees in his/her unit and monitoring their work.
2. The work leaders shall not be responsible for effecting discipline, promotions, demotions and hiring, nor effectively recommending such actions.

#### **ARTICLE XX – OVERTIME**

- A. The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.
- B. It is recognized and agreed from time to time overtime work may be necessary, and provided reasonable advance notice is given (except in emergency situations, not later than noon Friday when the overtime involves Saturday or Sunday work, not later than the end of the regular shift on the day preceding the day on which the overtime is to be worked when the overtime involves the extension of a shift) the Employer may assign employees to work overtime. Such assignments are to be made in a fair and equitable manner, based on the employees' classification; knowledge, skills and ability; function; machine category or mission assignment.
- C. The Company agrees to maintain records of all bargaining unit overtime work. All overtime assignments shall be offered first to the employee with the knowledge, skills and ability with the least overtime recorded in the classification; function; machine category or mission assignment. Overtime records shall be made available upon request to the Union steward or business representative for inspection to resolve specific complaints with respect thereto.
- D. Employees who are properly notified and decline to work overtime offered shall be charged the number of overtime hours declined for distribution purposes. Employees on personal leave for periods not exceeding two (2) weeks shall not be charged with having declined overtime. Employees on personal leave, for periods in excess of two (2) weeks shall be charged the average number of hours worked by all employees within the classification during the entire absence.
- E. Employees entering the Unit after an overtime list has been established for the particular classification will be credited with the average overtime worked to date in that classification. Effective 1 April 1999, the overtime account of each employee will be considered as having a zero balance.
- F. Nothing in this contract shall be construed as requiring the Company to call in employees for overtime work when qualified employees are on the Company premises.
- G. In addition to regular straight time pay, overtime pay shall be paid as follows:

1. At fifty percent (50%) of the employee's hourly rate for all hours worked in excess of eight (8) hours in any regularly scheduled workday.
2. At fifty percent (50%) of the employee's rate for all hours worked on Saturday and one hundred percent (100%) for all hours worked on Sunday, however, only to the extent that such Saturday and/or Sunday hours exceed forty (40) within the work week.

Note: These provisions do not apply to employees on travel status.

- H. No overtime shall be worked except by the direction and/or concurrence of the immediate Supervisor.
- I. There shall be no pyramiding of overtime and/or other premium payments.
- J. No specific employee will be required to work overtime if there is no transportation home available, unless an emergency situation beyond the control of the Company exists.

#### ARTICLE XXI – HOLIDAYS

- A. The following days are designated as holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, and Labor Day, Veteran's Day, Thanksgiving Day, Columbus Day and Christmas Day. In addition, any other day set by Presidential Proclamation or other administrative order or an Act of Congress as a day to be observed as a holiday will be provided as a paid day off if the applicable NASA Contracting Officer approves the Company's shut down of operations and agrees to reimburse the Company for the cost associated with granting Company employees the day off with pay. If the Contracting Officer mandates that the Company continue operations and/or denies reimbursement for the holiday, the Company will follow a liberal leave policy and allow employees to use PTO.
- B. Should any of the above holidays fall on Saturday or Sunday, the Company will observe as the holiday the preceding Friday or following Monday.
- C. Employees who are absent in excess of four (4) hours without good cause and without notifying the Company on either the normally scheduled work day prior to or after the holiday are not eligible to receive holiday pay. Employees on leave of absence do not qualify for holiday pay.
- D. Unless otherwise excepted by this Agreement eligible employees shall receive, as holiday pay, eight (8) hours pay, exclusive of all premiums, at the straight time base rate.
- E. Holiday work shall be treated as overtime work for assignment and distribution purposes. When an employee is required to work on a holiday, in addition to holiday pay provided in Paragraph D, above, he shall receive one-hundred-fifty percent (150%) of his straight time base rate of pay for all hours worked.

**ARTICLE XXII –PTO/PERSONAL TIME OFF**

Paid Time Off begins accruing from the employee’s start date and accrues through termination date.

Employees’ PTO is provided according to the following eligibility. Employees are allowed to carry over two (2) times each individual’s maximum accrual rate of PTO per year.

<u>Annual Maximum Accrual</u>	<u>Vacation Eligibility</u>
120 Hours	Less than 5 years of Service
160 Hours	5 years to 10 years of Service
200 Hours	More than 10 years of Service

Any amount of the individual employee’s PTO leave balance that is over half of the individual’s maximum accrual rate may be cashed out. Prior to the end of each pay period, the employee shall have the option of selling back to the Company PTO leave in a minimum of forty (40) hour increments. The “cash out” may be in the form of either direct deposit or a check as elected by the employee.

**ARTICLE XXIII – HEALTH AND WELFARE INSURANCE**

Company shall offer the same Health and Welfare insurance options under this Agreement as it offers to the rest of the company. The Company and the employee will share the premiums 75%/25% respectively. Employee shall enroll during the open enrollment period for the Company which is on or about November for each December 1 through November 30 plan year. As part of the open enrollment process, Company will provide the Union with appropriate documentation reflecting any premium increase or plan changes.

**ARTICLE XXIV – SENIORITY**

- A. Seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employees latest date of hire, and shall be recognized on a bargaining unit wide basis.
- B. The Company shall furnish the Union each six (6) months with an accurate seniority list of all employees in the Bargaining Unit. Such list is to include the name, classification, latest date of hire, wage rate, and home address of record of each employee. The Company will provide the Seniority List to the District Office provided the Seniority List is treated as Company Proprietary.
- C. Classification seniority shall mean the length of accumulated service within a classification.
- D. In administering this Agreement, the principle of seniority, classification and bargaining unit, in that order, shall be the determining factor in effecting layoffs, recalls promotions, demotions and in respect to other working conditions where specifically stated in this Agreement.
- E. Seniority shall be canceled and terminated upon the happening of any of the following events:
  - 1. An employee quits.

2. An employee is discharged.
  3. An employee fails to return to work within five (5) days of notice of recall given by the Company by registered or certified mail.
  4. An employee is absent for three (3) days without previously notifying the Company except in extenuating medical circumstances.
  5. An employee overstays a leave of absence without notifying the Company, except in case of extenuating medical circumstances.
  6. An employee engages in other employment during a leave of absence without obtaining prior permission of the Company.
  7. An employee gives false reasons for obtaining a leave of absence.
  8. Settlement has been made for total disability.
  9. An employee has retired.
  10. An employee has been in layoff status or is absent because of sickness or injury or similar cause for more than twelve (12) months.
- F. The seniority of employees promoted or assigned to jobs outside of the Bargaining Unit shall be frozen at the level obtained at the time of such transfer or promotion. In the event such employee returns to the Bargaining Unit within one (1) year he shall be entitled to whatever rights and privileges his accumulated seniority as of the time of promotion or transfer out of the Bargaining Unit would entitle him without prejudice.
- G. For the purpose of initial establishment of each employee's classification seniority, it is agreed that each employee shall be credited with classification seniority, equal to his Company seniority, within the classification such employee is working on the date of signing this Agreement and no other. All employees entering a different or new classification after this date shall have their classification seniority started on the date of entry into such classification.
- H. In making assignments to a permanent job vacancy or a new job notice of any such vacancy or new job shall be posted on the bulletin board for five (5) days (during which time the vacancy shall be considered temporary). The Company, at the end of such time period, shall consider those employees who have submitted a bid notice (the form and content of which the parties shall mutually agree upon) and consistent with the needs of the Company, shall assign the senior qualified employee.
1. In the event no employee signs such a bid notice for a job opening, it is agreed and understood that the Company may hire a new employee for such a job. Any employee who is awarded a job opening is expected to be qualified to perform the tasks of such job following initial break-in instructions and guidance from supervision.
- I. Apprentice Seniority – Seniority shall be applied to the employees in the Apprentice Program in the manner prescribed by the agreement with the Virginia Apprenticeship Council. In the event it

becomes necessary to lay-off journeypersons, apprentices may be laid-off in the compensurate ratio of apprentices to journey persons in the craft. However, any apprentice laid-off shall be re-instated in the seniority standing before any new apprentices shall be hired.

- J. Employees assigned or transferred pursuant to this Article shall be given thirty (30) work days in which to prove they are capable of performing the duties of the new job in a satisfactory manner. In the event such employees do not satisfactory meet the requirements of the new job, they shall be returned to their prior position or its equivalent without prejudice. Any employee, upon request, shall be advised in the presence of his Union Representative of the specific reasons for not meeting the requirements of the job and disputes arising therefrom shall be subject to the grievance procedure. Employees who are accepted on any bid job and are returned to their former job for failing to meet job requirements shall not be permitted to bid on any job for a period of six (6) months.
- K. When a reduction of working forces becomes necessary in the Company's judgment, employees shall be retained by the Company in accordance with the principles of Paragraph D, according to the number of employees the Company determines is necessary within each classification for the reduced operations contemplated by the Company. Recall of employees shall be accomplished by the same procedure in reverse. An employee promoted and later demoted to a job classification assigned a lower rate shall receive the rate of the lower job classification.
- L. Any employee with a particular job classification who is affected by a layoff within his classification may bump, based only on bargaining unit seniority, any less senior employee in any like or lower rated classification, but only if qualified to perform the work within such classification.
- M. An employee who is effected by reduction in force shall receive a separation allowance for credited years of service with the Sounding Rocket Program, provided that an employee will not receive any separation allowance if the employee is offered a position with a successor contractor; and further provided that if an employee received an offer for a position with a successor contractor after the employee has received a separation allowance, employee will agree to pay back to the Company a pro rata share of the separation allowance; and further provided that the employee's signing of a Confidential Separation Agreement and General Release is a condition of receiving any separation allowance. The following identifies just the allowances allowed:

Less than two (2) years	2 weeks base pay
2 to 3 years	3 weeks base pay
3 to 4 years	4 weeks base pay
4 through 9 years	5 weeks base pay
10 through 14 years	7 weeks base pay
15 years and more	8 weeks base pay

## ARTICLE XXV – GRIEVANCE AND ABRITRATION

- A. It is the intent of this Article to establish means for prompt adjustment of working problems and personal grievances at the job level by a conference between the Supervisor and the employee involve, provided a Union Representative has been given an opportunity to be present. If not resolved in this informal level, a formal grievance shall be filed and processed in accordance with the steps and time limits and mutually agreed upon extensions specified below. For the purposes of this Article, a formal grievance under the Agreement is defined as a written statement by the Union, and individual employee, or group of employees (hereinafter called "Grievant") claiming a violation by the Company of the terms of this written Agreement.
- B. Except for payroll adjustments, no grievance shall be filed or processed based on facts or events or omissions with the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievance promptly through the following steps:

**STEP 1** The employee involved shall first confer with the Supervisor or his designated representative in order to amicably settle the matter, provided a Union Representative has been given an opportunity to be present. Any and all grievances shall be handled without any unnecessary interruption or cessation of work.

**STEP 2** Should the grievance not be satisfactorily settled by the discussion outlined in STEP 1 above, the Union shall submit the grievance in writing to the Contract Manager with five (5) working days thereafter, and this written grievance thus presented must contain the complete factual basis of the employee's claim. Within five (5) working days from the time the Union submits the written grievance, a designated Union Representative shall meet the designated Company Representative and they shall make every effort to settle the dispute.

**STEP 3** In the event the grievance is not satisfactorily disposed of by the Contract Manager, or his authorized representative within five (5) work days, the Union may present the grievance to the Division Representative of the Company, or his designated representative, provided it is presented in writing as above stated, within seven (7) days after the decision is rendered by the Contract Manager to render such decision. The Division Representative of his designated representative, will meet within thirty (30) days with the Union Representative, about said grievances presented to him in the manner aforesaid and will render a decision setting forth the complete facts in writing within seven (7) work days after the final conference with the Union relative to such grievance.

**STEP 4** If the above procedure has been followed and the parties are still unable to settle the grievance; and the Union decides to proceed further with it, it must process the grievance to arbitration by delivering or faxing written notice thereof to the Company within 14 work days after receipt of a written answer from the Program Manager or his designee, the parties shall mutually, in writing, request the Federal

Mediation & Conciliation Service to submit a list of arbitrators as described below. If the parties are unable to mutually agree, either party may advance the grievance to arbitration by delivering or faxing written notice thereof to the other party within fourteen (14) working days after the receipt of written answer from the Program Manager or his designee. Thereafter, the party advancing the grievance shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the Company and the Union shall choose an impartial arbitrator to decide the controversy by the Company first striking two (2) names and then the Union striking two (2) names, and the last remaining name shall be the chosen arbitrator. The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties.

- C. The Union and the Company shall equally share the expenses and fee of the neutral arbitrator. Each party shall make all arrangements, including pay and/or expenses of any witnesses called or other representatives or persons requested to attend any arbitration case. The number of employees witnesses summoned at any one time shall not be greater than the number which can be spared without interference with the operation of the Company's work.
- D. All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Company to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Company denying the grievance.
- E. In any case involving discharge or discipline imposed by the Company, back wages, if any are awarded, shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or substitute earnings during the period of discharge or suspension.

#### **ARTICLE XXVI – SUPERSEDING EFFECT OR AGREEMENT**

It is expressly agreed and understood that the wages, working conditions and fringe benefits provided in this Agreement are in lieu of any and all working conditions and fringe benefits of any kind previously provided by the Company or its predecessor for employees with the Bargaining Unit.

#### **ARTICLE XXVII – SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by a court of competent jurisdiction by reason of any existing or subsequently enacted legislation, such invalidation and any part of provision hereof shall not serve to invalidate the remaining parts or provisions and they shall remain in full force and effect for the term of this Agreement.

## **ARTICLE XXVIII – TRAVEL AND PER DIEM**

- A. It is agreed employees may be required to travel to locations outside and away from the Wallops Flight Facility. Expenses will be administered according to LJT/NSROC Travel Policy.
- B. Employees shall be permitted to request up to eight (8) hours off with pay if notification of travel is less than 48 hours.
- C. When a person is on travel status, they will be guaranteed a minimum of eight (8) hours each workday (Monday through Friday) and forty (40) hours in a pay week.
- D. Employees who are required to travel outside the continental United States (“OCONUS”) without an overnight layover shall receive the next day off with pay; except when the next day is Saturday, Sunday, or holiday. It is understood that the employee will be given the next day off with pay unless directed to report to duty by management. If the employee is directed by management to work, he shall receive double his hourly rate for all time worked on that day.

Employees who are required to travel within the continental United States (CONUS) and travel time from initial airport to final airport exceeds 18 hours, the employee may be granted:

Outbound – A minimum of 8 hours off duty between shifts.

Inbound – Paid Leave (PTO) pre approved, however notification of the supervisor is required.

## **ARTICLE XXIX – CROSS CRAFTING**

- A. Although employees may expect their work assignment to be in keeping with their regular job classification, the Union expressly recognizes the need for flexibility in the work force and agrees that an employee in one classification shall not be restricted from doing temporarily the work normally done by an employee in another classification. In the event an employee temporarily works in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall be temporarily promoted to a higher level position and will be advised prior to effecting the temporary promotion as to whether or not the employee will receive the higher rate. In instances where the employee is advised that the higher rate will not be paid, the affected employee shall have the right to decline the work without prejudice. In the event an employee is assigned work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay.
- B. It is understood and agreed that the Company may temporarily (for thirty (30) days or less) assign an employee to work a cross classification when no work is available in the employee’s regular classification or when such assignment is required by work schedules.

- C. In the event the temporary work assignment across classification is one of longer than 30 days duration, the employee may continue on the temporary assignment, but shall be returned to his regular classification when work becomes available in that classification.
- D. In effecting temporary assignments, the Employer agrees to treat all employees within the classification fair and impartially.

#### **ARTICLE XXX – DURATION**

- A. The Agreement shall become effective at midnight, 12:00 AM on July 1, 2012 and remain in full force and effect until June 30, 2015 at 11:59 PM and from year to year thereafter unless either party shall, no more than ninety (90) days and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet not later than fifteen (15) days after receipt of such notice for the purpose of negotiating a new Agreement.
- B. No Agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.
- C. The waiver of or any breach of conditions of this Agreement by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

#### **ARTICLE XXXI – PENSION**

- A. The Company shall contribute to the IAM National Pension Fund, Plan B, a payment per hour, as specified in Schedule A made a part of this Agreement, for all hours paid, including paid personal leave, and holiday hours, up to a maximum of 40 hours per week and 2080 hours per year, for each employee covered by this Agreement.
- B. Contributions shall begin at the date of hire of the employee.
- C. The IAM Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM 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.
- D. The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of the pension Article, other than to increase

the Contribution Rate or to add job classification or categories of hours for which contributions are payable.

- B. The Company will provide the IAM 401(k) Retirement Savings Plan to all employees. Employees can contribute up to the maximum as provided by the plan.

#### **ARTICLE XXXII – EDUCATIONAL ASSISTANCE**

- A. Benefit – All employees shall have the option to apply for educational assistance under the standards and procedures of the Company policy. Tuition, registration, and laboratory fees are refunded in accordance with Company policy and procedure.

To be eligible for educational assistance, you must obtain approval prior to registration.

- B. Limitations – An employee eligible for financial assistance for education courses from another source is not eligible under this program. Reimbursement is limited to two courses (normally 6 credit hours), or their equivalent per semester, trimester, or quarter, in accordance with Company policy and procedure.

#### **ARTICLE XXXIII – DISCIPLINARY ACTION**

Disciplinary action shall only be taken for just cause. To this end, the Company and the Union are committed to the fair and consistent application of policies and procedures that have been established by Working with LJT. There shall be a six (6) month reckoning period for a verbal warning, twelve (12) month reckoning period for a written warning and a twelve (12) month reckoning period for all suspensions. Reckoning periods will not include any non-active status (e.g., medical leave, layoff, military leave, unpaid leave, etc.). A Union Representative may request removal of disciplinary documentation from the bargaining unit employee's employment records in accordance with the above reckoning period schedule. Once disciplinary documentation is removed from the employment record, the offense will not be used to progress to the next step. All disciplinary action shall be subject for challenge under the Grievance and Arbitration Article of this Collective Bargaining Agreement.

#### **ARTICLE XXXIV – TRAINING**

An Apprentice Training Committee has been formed and is comprised of the Electronics Shop Supervisor and two Union selected employees, the Machine shop Supervisor and two Union selected employees, the Program Manager and a human resource Representative. The goal of the Apprenticeship Training Committee is to work with the Commonwealth of the State of Virginia Apprenticeship Council (VAC) to provide training in order to supplement the capabilities of the area labor base. The Training Committee, with the Program Manager being the tiebreaker, will select the participants for the Apprenticeship Program. The guidelines for the selection of the Apprentice are as follows:

1. Union Seniority will not necessarily be the declining criteria, nor only consideration for selecting candidates for participation in the Apprentice Program.
2. The Committee selection is final and not subject to the grievance procedure.
3. Selection and retention in the program will be governed by the following criteria:

Educational Requirements

Minimum Age

Meet the requirements set forth in the agreement with the Virginia

Apprenticeship Council

Standards of Conduct

Attendance Requirements

Grade Requirements (minimum)

Work will be assigned by the functional area Supervisor and in accordance with the Work Process statement. The apprentice will be evaluated and counseled (grades, written comments, specifics) by the Supervisor of the Apprentice program based on input from the functional Supervisor. The apprentice wage shall be in accordance with schedule A.

#### **ARTICLE XXXV – DRUG-FREE WORK ENVIRONMENT**

Both the Company and the Union jointly agree to support the goal of a drug-free workplace and a drug-free workforce. To this, the Company and the Union are committed to the fair and consistent application of policies and procedures that have been established by LJT.

In order for an employee to be tested for reasonable suspicion, a supervisor and the Program Manager (or his designee) must agree, with Human Resources concurrence, that such reasonable suspicion testing is warranted.

If the collection process continues beyond the employee's scheduled work hours, the Company will pay the employee for those hours in excess of the employee's scheduled work hours necessary to complete the collection process.

The testing facility that will be used for reasonable suspicion testing will be a facility designated by the Company. The Company will provide a copy of the testing facility certification to the union.

#### **ARTICLE XXXVI – TEMPORARY EMPLOYEES**

It is recognized that due to unusual workload demands or by government requirements, the regular workforce may be inadequate to fulfill work requirements. In this case the parties agree that a temporary workforce may be utilized under the following conditions.

1. The Company will first offer the temporary position to all qualified full-time employees who have been placed on layoff status within the preceding twelve (12) months. If the temporary job offer is not accepted by a qualified laid off employee then the Company shall fill the position from outside the workforce. The Company will notify the laid off employee by telephone. In the event attempts to contact the employee by telephone are

unsuccessful the Company shall notify said employee by registered mail. Failure to respond to such notification within one week will result in forfeiture of recall rights for that temporary position.

2. All provisions of this collective bargaining agreement shall apply to the temporary employee except as defined herein.
3. The temporary employee will be considered a probationary employee for the duration of his employment.
4. The temporary employee shall not exceed 1040 hours per assignment without notification to the Union.
5. The temporary employee shall not be entitled to the following benefits: vacation, sick leave, health and welfare, pension, and holidays.
6. The temporary employee shall be paid \$1.00 per hour less than the applicable rate of pay for the classification in which he works.
7. At no time would the temporary workforce exceed 10% of the regular full-time workforce.

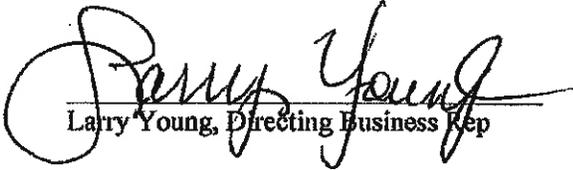
#### **ARTICLE XXXVII - TOOLS**

The Company and the Union shall establish within sixty (60) days of ratification of this agreement a committee to justify which tools shall be provided by the Company. Also the committee shall establish how employees will be compensated for breakage of personal tools used on the job. When a comparable Company tool is not available in the tool room, an employee is using his/her personal tool, and that personal tool is broken or damaged while in use on Company business, the Company will replace that broken or damaged tool with an equal value replacement tool, provided that the cost for each tool will not exceed \$150, and further provided that each employee will be limited to three replacement tools per government contract year.

Witness whereof the parties hereto have executed this Agreement, this 27<sup>th</sup> day of June 2012

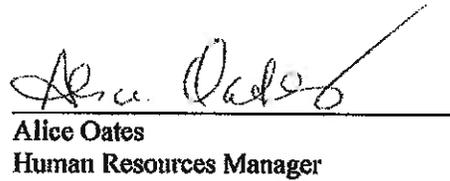
FOR:  
THE INTERNATIONAL ASSOCIATION OF  
MACHINIST AND AEROSPACE WORKERS  
A.F.L. C.I.O.,

FOR:  
LJT & ASSOCIATES, INC.

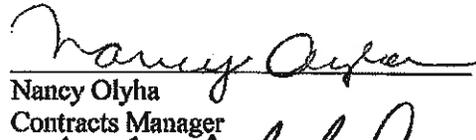
  
Larry Young, Directing Business Rep

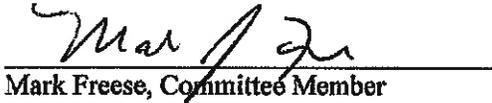
  
Joel Smith, Program Manager

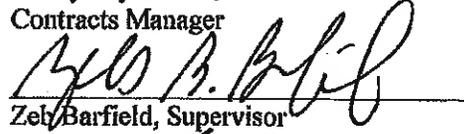
  
Tom Shockley, Senior Shop Steward

  
Alice Oates  
Human Resources Manager

  
Dwight Barnes, Committee Member

  
Nancy Olyha  
Contracts Manager

  
Mark Freese, Committee Member

  
Zeb Barfield, Supervisor

  
Reginald Justice, Committee Member

  
Ken Demarko, Negotiator

  
Frank Waters, Committee Member

  
David Porter, Grand Lodge Representative

**SCHEDULE A**

Skill Grade	Skill Classification	Current	Effective	Effective	Effective
		Rate	11/1/2012	11/1/2013	11/1/2014
1	Launcher Systems Technician	26.05	26.57	27.10	27.64
1	Vehicle Systems Tech	26.05	26.57	27.10	27.64
1	Journeyman Electronic Technician	26.05	26.57	27.10	27.64
1	Journeyman CNC Technician	26.05	26.57	27.10	27.64
1	Mechanical Technician	26.05	26.57	27.10	27.64
1	Manufacturing Inspector	26.05	26.57	27.10	27.64
1.5	Electronic Engineering Technician	25.93	26.45	26.98	27.52
2	Maintenance Technician	25.66	26.17	26.70	27.23
2	CNC Machinist	25.66	26.17	26.70	27.23
2	Electronic Technician Level I	25.66	26.17	26.70	27.23
3	Developmental Metalsmith	25.27	25.78	26.29	26.82
3	Machinist	25.27	25.78	26.29	26.82
3	Maintenance Machinist	25.27	25.78	26.29	26.82
3	Welder	25.27	25.78	26.29	26.82
3.5	Machine Operator	24.52	25.01	25.51	26.02
3.5	Surface Mount Technician	24.52	25.01	25.51	26.02
4	Sheetmetal Worker	23.93	24.41	24.90	25.39
4	Vehicle Systems Tech I	23.93	24.41	24.90	25.39
4.5	Senior Stock Technician	22.31	22.76	23.21	23.68
5	Tool Crib Attendant	20.79	21.21	21.63	22.06
5	Electronic Technician Level II	20.79	21.21	21.63	22.06
5	Equipment Custodian	20.79	21.21	21.63	22.06
5	Vehicle Systems Tech II	20.79	21.21	21.63	22.06
6	Materials Clerk	19.32	19.71	20.10	20.50
7	Helper	18.30	18.67	19.04	19.42

**Retirement Contributions – In accordance with the provisions of Article XXXI A.-D.,**

1. IAM Pension contribution shall be made at a rate of \$2.20/hour effective the first pay period following 1 November 2011, up to a maximum of \$176.00 per pay period. Full-time employees shall be eligible only if in paid status.
2. IAM Pension contribution shall be made at a rate of 2.25/hour effective January 1, 2013 up to a maximum of \$180 per pay period.

**Group Lead Pay-** When an employee covered by this Agreement who is directed to and performs the duties of a “lead” for a group of employees shall be paid an additional one dollar (\$1.00) per hour for all hours worked in a Lead capacity. The Lead designation will be made by the Company on as as-required basis.

**Shift Premium-**

1. Each employee scheduled to work on the Middle Shift shall be paid a Middle Shift premium of one dollar (\$1.00) per hour in addition to the employee’s regular hourly wage for all hours worked.
2. Each employee scheduled to work on the Night Shift shall be paid a Night Shift premium of one dollar and fifty cents (\$1.50) per hour in addition to the employee’s regular hourly wage for all hours worked.

**Field Differential Pay-** While on travel, employees will receive field duty differential pay at \$1.25 per paid hour in addition to the employee’s regular base rate of pay, in order to compensate for the inconvenience of travel. This differential pay will be paid for each day in a travel status while away from the Wallops Island Flight Facility.

**Operational Safety Officer Differential-** Technicians who are certified by the NSROC and NASA safety offices as Operational Safety Supervisors (OSS) will receive \$0.50 per hour differential pay for all hours worked in addition to their regular hourly pay rate.

**Ordinance Certification Differential –** Technicians who hold a current, valid ordinance certification card will receive \$0.25 per hour differential pay for all hours worked in addition to their regular hourly pay rate.

Schedule B

Classification	Apprentice Starting Rate	(6 months)	(12 months)	(18 months)	(24 months)	(30 months)	(36 months)	(40 months)
Apprentice 4th Quarter							\$22.73	\$23.07
Apprentice 3rd Quarter					\$22.07	\$22.40		
Apprentice 2nd Quarter			\$21.42	\$21.74				
Apprentice (Start)	\$20.79	\$21.10						

Employees who enter the Apprenticeship Program will be frozen at their current CBA hourly rate until such time as the appropriate Apprenticeship rate exceeds the frozen rate. Completion of the Apprenticeship Program automatically will result in promotion to skill grade 2. Promotion to the next higher level will be in accordance with the CBA, Article XXIV(H), and posted vacancies.

The apprentice is eligible for review and increase every 6 months, maximum increase is 1.5%. The pay scale is based on the current

skill grade 5 rate. Should the skill grade 5 rate change, the scale will be revised to reflect the new rate and adjustments will be made accordingly.

Upon completion of the program, the electrical apprentice would become an Electronic Technician Level 1 and the machine shop apprentice would become a CNC Machinist.

The Apprenticeship program submitted to the State for approval must include a statement that incorporates Article XXIV (H)(2) of the CBA.