

SERVICE CONTRACT AGREEMENT

BETWEEN

PUBLIC SERVICE EMPLOYEES LOCAL 572 - LIUNA, AFL-CIO

A N D

NSR-INTEGRITY JOINT VENTURE, LLC

NASA LANGLEY RESEARCH CENTER



EFFECTIVE NOVEMBER 01, 2012 THROUGH OCTOBER 31, 2014

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## **SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into effective this 1<sup>ST</sup> DAY OF November, 2012 by and between NSR-INTEGRITY (hereinafter referred to as the "Employer" or Prime Contractor) and The Public Service Employees Local Union 4572 (hereinafter referred to as the "Union").

### **ARTICLE 1**

#### **PURPOSE AND SCOPE**

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

### **ARTICLE 2**

#### **UNION RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees that are in Schedule A employed by the Employer with respect-to wages, hours and all other terms and conditions of employment

### **ARTICLE 3**

#### **UNION SECURITY AND MEMBERSHIP**

Section L All present employees who are members of the Union on the effective date of this Agreement shall remain members. All present employees who are not members of the Union, and all new employees hired hereafter, shall, become members of the Union as of the effective date of this Agreement, or not later than the 31st day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement.

employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement.

**Section 2.** The foregoing provision shall not apply in an state, to the extent that it may be prohibited by state law. When work covered by this Agreement is to be performed upon property of the United States Government, as to which the provisions of any states "right-to-work" laws are inapplicable, all employees covered by this agreement, who are performing such work, shall be required, to obtain membership in the Union no later than the thirty-first (31<sup>st</sup>) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

**Section 3.** Membership in the Union is separate, apart and distinct, from the assumption by an employee of his equal obligation to the Union, insofar as he/she receives benefits or his/her equal to that received by other employees. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the Union only. Accordingly, it is fair and equitable that such employee in the bargaining unit assume his/her fair share of meeting the Union's costs and expenses in performing its duties as the exclusive bargaining representative.

**Section 4.** In accordance with the policy set forth, under Section Three (3) of this Article, all employees who are not members of the Union shall pay to the Union, as the employees' exclusive bargaining representative, an amount of money equal the Union's regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty-first (31<sup>st</sup>) day of their employment.

Section 5. in the event that any or all of the states described in Section Two (2) of this Article, a decision or action of the United States Congress, States legislature, a court or administrative board of competent jurisdiction, shall make the "Union Shop" or "Agency Shop" a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

#### ARTICLE 4

##### CHECK-OFF - DUES DEDUCTION

The Employer agrees to honor check-off cards, signed by the individual employees, which authorize the Employer to deduct from the employee's paycheck each month, the Union dues, and initiation fees, as certified by the Union, and remit same within thirty-one (31) days to the Secretary-Treasurer of the appropriate Local Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer twenty (20) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all current and newly hired employees.

#### ARTICLE 5

##### NO DISCRIMINATION

Neither the employer, nor the Union, shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans, or handicapped, or because any employee exercised his/her rights under any federal or state law. All employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit. The Union also recognizes the employer's Affirmative Action Programs.

## ARTICLE 6

### UNION REPRESENTATION

Section 1. The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift where possible.

Section 2. The Local Union shall supply the Contactor, in writing, and shall maintain with the contractor on a current basis, a complete list of all current authorized stewards, together with the designation of the group of employees they are authorized to represent.

Section 3. The Employer agrees to recognize the officers, stewards and duly designated representatives of the Union, and shall be kept advised, in writing, by the Local Union of the names of its local officers and representative.

Section 4. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative, from one work shift to another, it will inform the Local Union five (5) days prior to such action.

Section 5. Authorized agents of the Union shall have access, with reasonable advance notice, to the Employer's establishment during working hours, without undue interference with Employer operations, for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

ARTICLE 7

DISCHARGE AND SUSPENSION

Section 1. An employee shall be subjected to immediate discharge for the following types of reasons:

- (a) Dishonesty, which includes misuse of time cards, time clocks, or time sheets.
- (b) Intoxication during working hours.
- (c) Use, possession, and/or distribution of drugs, or being under the influence of drugs during the working hours.
- (d) Fighting while on the premises or unwelcome physical contact is prohibited.
- (e) Unwanted touching and/or horse play.
- (f) Deliberate property damage or other such gross misconduct.
- (g) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Employer.
- (h) Any false statement made on the application for employment or the medical examiner with the intent to deceive.
- (i) Unauthorized possession of firearms or explosives within the facilities.
- (j) Employees restricted by the Government from entering the Government installation
- (k) Sleeping on the job.

Section 2. other than the types of reasons identified above in Section one (1), the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the employer shall give at least one (1) warning notice to the employee of

any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twelve months old, said notice shall be voided, and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

**Section 3.** The following shall constitute the types of rules and regulations in which the Employees shall be required to follow:

- (a) Gambling, including games of chance, operation of pools, lotteries, etc, within the facilities, shall not be permitted.
- (b) Amoral conduct of indecency on the premises shall not be permitted.
- (c) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours.
- (d) Vending, soliciting, or collecting contributions for any purposes whatsoever, at anytime, on the premises, unless authorized.
- (e) Excessive absenteeism and tardiness, abuse of sick leave, shall not be permitted.
- (f) Failure to perform work assigned to prescribed standards.
- (g) Failure to report to place of work after punching time clock or signing in.
- (h) Employees shall not wash up or change clothes until their equipment is cleaned and stored. Employees shall not leave the premises before the end of their scheduled workday.
- (i) Leaving assigned work area without notifying the supervisor during regular working hours, except for unpreventable situations.

- (j) Creating or contributing to unsafe working conditions, shall not be permitted.
- (k) Smoking, drinking soda, coffee in unauthorized areas on Company time, shall not be permitted.
- (l) The use of abusive language to supervisor or fellow employees shall not be permitted.
- (m) Horse playing on the premises is prohibited.

Employees found guilty of violating employer rules and regulations may be suspended without pay, or discharged, in the following manner:

- (a) *First Offense* - Written warning and counseling or suspension depending on severity of the offense.
- (b) *Second Offense*- dismissal or three (3) to five (5) day suspension (at Employer's discretion).

**Section 4.** discharge or suspension must be proper written notice to the employee, shop steward, and a copy mailed to the Local Union affected.

**Section 5.** pursuant to the Worker Adjustment and Retraining Notification Act (Title 29, U.S. Code Section 2103) the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, therefore limited to the duration of the Employer's undertaking. It is further understood that the employees' employment by Accent Service Company Inc. (Prime Contractor) and Teltara LLC (Subcontractor), will terminate upon completion of the service contract if the service contract is not renewed.

## ARTICLE 8

### GRIEVANCE PROCEDURE AND ARBITRATION

**Section 1.** The parties to this Agreement, in the interest of resolving all disputes, complaints, or grievances, in connection with the interpretation or application of terms of this Agreement, have settled upon the following orderly and peaceful procedures.

**Step One:** The employee shall report to the steward any issues relating to a grievance as defined above within three (3) calendar days of the occurrence. The steward shall investigate the matter and complete the grievance form and present the grievance to the employee's immediate supervisor within five (5) calendar days. During this period the steward, immediate supervisor and the employee shall meet and attempt to resolve the grievance. The immediate supervisor shall complete its section of the grievance form and return the grievance form to the steward if the resolution is reached. The grievance shall be considered resolved. If resolution has not been reached, the steward shall appeal the grievance to Step 2 within five (5) calendar days after receiving the grievance form from the immediate supervisor.

**Step Two:** Once the steward has received the grievance form from the immediate supervisor, the steward shall forward the grievance to the Project Manager or his designated representative. The Project Manager will meet with the steward and attempt to resolve the matter within five (5) calendar days upon receipt of the grievance. During this period, the Project Manager shall complete its portion of the grievance form and return the form to the steward. If resolution is reached, the grievance shall be considered resolved. If resolution has not been reached, the steward may appeal by processing the grievance to Step 3 by

forwarding the grievance to the Business Manager of the Union or his designated representative within five (5) calendar days after receiving the grievance from the Project Manager.

**Step Three:** The Business Manager shall review the grievance form and at his option further process the grievance to the Company's President by signing off on the grievance form and communicating his decision in writing to the President within five (5) calendar days of receipt of the Step 2 grievance. The President shall reply in writing to the Business Manager within ten (10) calendar days after receiving the Step 3 grievance. During this period the two parties may meet in an attempt to resolve the grievance. If resolution is not reached, the grievance may be appealed to Step 4, Arbitration.

**Step Four:** The party requesting arbitration shall serve notice to the other party within five (5) calendar days of the end of Step 3. The party invoking this procedure shall call upon the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. The company and the Union shall alternately strike names from the list until one (1) Arbitrator remains. A flip of a coin will determine the first party to strike a name. The same arbitrator will not be used for more than one (1) arbitration unless mutually agreed between the parties. The parties agree that the decision or award of the arbitrator will be final and binding upon both parties, subject to such laws, rules and regulations as may be applicable. The arbitrator will have no authority to add to, subtract from or change any of the terms of this Agreement or Addendum. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses

incidental to the arbitration mutually agreed to in advance, will be borne by the losing party.

Section 2. The parties may, by mutual consent, select a mutually acceptable neutral to act as a temporary or permanent arbitrator for disputes arising under the terms of this Agreement.

Section 3. All time limits prescribed herein may be extended by mutual agreement by the Company and the employee. Failure of the Company to respond shall result in the granting of the relief sought in the grievance. Failure of the Union or employee to present the grievance to the next step within the time limits shall constitute a basis for the company denying the grievance.

Section 4. 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 9

### SENIORITY

Section 1. The Employer recognizes seniority which shall be based upon the length of continuous service, with previous, present and succeeding Employer's according to the Employer's and the Union's records, as an important factor to be considered by it in shift assignments, promotions, demotions, layoffs, and recalls after layoffs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

**Section 2.** No employee shall acquire any seniority rights, until he has been continuously employed by the present employer for a period of sixty (60) calendar days.

**Section 3.** A break in Seniority shall occur in the following events:

- (a) If an employee quits
- (b) If an employee is discharged for cause
- (c) If an employee takes an unauthorized leave of absence
- (d) If an employee is laid off for more than six (6) months
- (e) If an employee leaves due to military TDY assignment

**Section 4.** The employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) months.

**Section 5.** Every new employee shall be on probation for a period of sixty (60) days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this agreement.

## **ARTICLE 10**

### **PROMOTIONS**

**Section 1.** When the Employer determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the Bargaining Unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

**Section 2.** In effecting a promotion, the Employer will give first consideration to employees of the unit and selection will be made therefrom unless an outsider application is clearly better qualified.

Section 3. The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities, and experience. In making selections for promotion within the bargaining unit, all other factors being equal, the Employer agrees to promote the most senior employee.

## ARTICLE 11

### LEAVE OF ABSENCE

#### Section 1. Personal Leaves of Absence

(a) A personal leave of absence without pay, for reasonable cause, as determined by the Employer, may be granted for a period up to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly assigned job duties. Such leaves of absence may be extended for good cause, shown up on written approval of the Employer. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence shall be considered to have voluntarily terminated their employment with the Employer. It is agreed and recognized by both the Employer and the Union that all employees covered by this Agreement upon leaving for the Military Services shall receive all benefits required by the Selective Service Act, the Veteran's Re-employment Act or other applicable law.

(b) Employees shall not receive holiday pay for any holiday which falls during the period the employee is on leave without pay, which extends beyond ninety (90) days, nor shall such employee receive any accrued vacation for the period of the employer's absence.

**Section 2. Military Leave of Absence**

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Re-Employment Act and other applicable laws relating to leave of absence for employees in the military, insofar as the provisions of said acts apply to the rights of the employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency, as per Article 9 section 3(e), an employee leaving his work due to TDY assignment shall lose his/her seniority rights. The Employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the difference between hours actually worked and hours scheduled on the date of the compensable injury. The Union will be provided a copy of any reported injury form WC-1 as a result of a covered worker's compensation injury.

**Section 3. Injury or Sickness Leaves of Absence**

(a) An employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days. An extension may be granted when required.

(b) Permission for leave must be secured from the Employer with a

copy mailed to the Union. Granting leaves of absence shall be for the following reasons: sickness, death in the immediate family, union activities, cases considered extreme hardship for an employee or any member of his/her immediate family, military duty, and in the case of compensation injuries or occupational disease.

(c) Employee Seniority shall continue to accrue during leave of absence. Leave or absence shall not cause a change in seniority date. However, if benefits accrue during a year in which a leave of absence is take, they shall be prorated according to service during that year. Leave of absence for maternity shall be granted in accordance to applicable law.

**Section 4.** Medical Treatment

The employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the hours worked by his crew on the date of his injury or sickness.

**ARTICLE 12**

**WAGES**

Employees shall be paid wages and fringe benefits in accordance with this Agreement and the schedule of Wages identified as Addendum (A) for each location. The rates of pay and fringe benefits shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

## ARTICLE 13

### SHIFT SCHEDULING, BASIC WORKWEEK & HOURS OF WORK

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

#### Section 1.      Work Week

The regular work week for all employees shall begin and end at 12:00 midnight on Saturday. The Employer will make every effort in scheduling to insure that no employee work more than seven (7) consecutive days. Due to the inconsistent tasks and frequency scheduling, required by the contracting agency, the Union recognizes the fact that it is impossible to place all of the Employer's employees on a thirty-five (35), five (5) days per week, work week.

#### Section 2.      Days Off

Each full time employee shall have two (2) scheduled days off in each regular work week. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturday and Sundays, consistent with operational requirements. Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the mission of the duty assignment; and

- (b) employees transferred from one shift to another shall receive at least twenty-four (24) hours' notice except during emergencies or operational needs that dictate otherwise.

**Section 3. Shifts**

Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the tasks and frequency schedules
- (b) Employees transferred from one shift to another shall receive at least twenty-four (24) hours notice except during emergency
- (c) Emergency Discontinuance of Operations. In the event of any emergency (i.e. sever weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligations to report work in accordance with directive which may be issued by the military installation. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operations
- (d) No employee shall be required to work more than four (4) hours without a lunch period. Meal period shall be minimum of one half (1/2) hour and a maximum of one (1) hour and shall be without pay.

The provisions of the Article shall not be construed as a limitation upon the number of hours per day, per week, the Employer may operate business or schedule ins employees, nor shall it be construed as a guarantee of the minimum of hours available to employees.

ARTICLE 14

SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time, when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours per day as his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his regular rate, even though four (4) hours have not been worked.

If more than four (4) hours are worked in any one shift, an employee shall receive pay for actual hours worked. Any employee called outside his regular working hours, or on his/her scheduled days off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE 15

OVERTIME

Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight hourly rate. Overtime may be defined as:

(a) All work performed in excess of fourth (40) hours in any work week. The employer will distribute overtime work as is necessary, and as fairly as possible. Between employees affected by such overtime work. When an employee is required to work as Lead Person, he/she shall be paid that pay based on working fourth (40) hours in that position.

ARTICLE 16

HOLIDAYS

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum (A) covering their location. Any employee who is absent

without an acceptable excuse on the scheduled workday immediately proceeding, and/or the scheduled workday immediately following a holiday shall forfeit his/her right to be paid for such holiday. If an employee is prevented from working on the workday immediately proceeding, or the workday immediately following a holiday because of illness attested to by a physician, or death in his immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse parent, brother, sister and children.)

**Section 2.** the holiday as listed below will be observed as non-work days. Whenever such holidays as determined fall on a Saturday and the activity, except those required to operate during holiday period, may be closed to public business on the proceeding Friday. The succeeding Monday, in lieu of such holidays, then such Friday or Monday shall be Deemed to be a holiday.

*New Year's Day*

*Labor Day*

*Martin Luther King's Birthday*

*Columbus Day*

*President's Day*

*Veteran's Day*

*Memorial Day*

*Thanksgiving Day*

*Independence Day*

*Christmas Day*

Including any other holiday recognized by the Federal Government.

**Section 3.** Employees working on a holiday within their basic work week, meaning a sixth (6<sup>th</sup>), or a seventh (7<sup>th</sup>) day, shall receive the same pay as they would normally receive for that day, plus a regular day's pay in lieu of the day off.

**Section 4.** Employees working on a holiday within their basic work week will receive the same pay as they would normally receive on a regular workday, plus a day pay as they are normally entitled to for the holiday.

Section 5. if one of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6. in order for an employee to be entitled to receive pay for holidays not worked he/she must have been an employee of the company for sixty (60) days.

## ARTICLE 17

### VACATIONS

Section 1. employees shall receive paid vacation on their anniversary date as identified in Addendum (A) covering their location. Vacation shall not be paid or earned on a pro-rata basis, or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week. In addition, two (2) people working on the same team will not be granted vacation at the same time.

Section 2. the employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15<sup>th</sup> of each year. In selection of vacations the employee's seniority shall be determining factor. Once the vacation schedule is completed and approved it can not be arbitrarily changed by the employer. Employees shall be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacation on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Section 3. notwithstanding that an employee is otherwise entitled to a vacation and has qualified for same, he forfeits all vacation pay or privileges if prior to

taking his vacation he quits without giving the Company one (1) week's written notice of his intention to quit. He also forfeits his vacation pay or privileges if he fails to report to work three (3) or more times without notice to the Employer. This is grounds for removal for cause pursuant to Article 5.

#### ARTICLE 18

#### SICK LEAVE

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Addendum (A) covering their location. The Employer may require medical proof of illness for absence in excess of two (2) days with sick leave. No sick leave pay shall be made for less than one half (1/2) day, employee will receive regular pay for hours worked and will receive no sick leave is available as earned and should be used accordingly. Abusing sick leave shall require proof of illness the first day of absence in order to receive sick leave pay.

#### ARTICLE 19

#### BEREAVEMENT LEAVE

Bereavement leave, as identified in Addendum (A), shall be recognized as follows: An employee who has a death in his/her immediate family defined as his/her spouse, parent, brother, sister, children, or member of immediate family through adoption or guardianship, shall be paid up to and including three (3) days' pay at his/her regular rate for time missed within one (1) week of the funeral. (Documentation may be required to show that legal adoption or guardianship does exist when death occurs to a family member in this category.)

**ARTICLE 20**

**HEALTH AND WELFARE**

The Employer shall contribute, for each hour for which an employee covered by this Agreement is entitled to pay, to Man-U Service, Plan B in accordance with Addendum (A) to this Agreement.

**ARTICLE 21**

**PENSION**

The Employer shall make a contribution, per each hour for which an employees is cover by this agreement is entitle to pay, to the Laborers' International Union of North America National (Industrial) Pension Fund. In accordance with the Addendum A

For purposes of this Agreement, each day paid for, including days of paid vacation, paid holidays and other days for which pay is received by the employee, except for paid out sick leave in, shall be counted as days for which contributions are payable.

**ARTICLE 22**

**TRAINING**

The Employer shall contribute for each hour for which each employee covered by this Agreement is entitled to pay, to the Laborers-Employers Service Contract Education and Training Fund at the rate set forth in Addendum A to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith

**ARTICLE 23**

**HIRING OF EMPLOYEES**

**Section 1.** The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement, but the employer may obtain applicants from any and all other sources for the particular requirements. The Union shall endorse any requirements for hiring employees who would be trainees under federal control (WINS). The Union also recognizes that the employer is required to notify the State Job Service of opening

**Section 2.** Selection of applicants for referral to or fro employment on jobs, shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by,

Union membership, by laws, rules, regulations, constitutional provisions, or any other obligation or aspect of Union membership, policies, or requirements.

Section 3. when the Employer is awarded a new service contract, in a location when the Laborers' International Union of North America already represents employees through a prior collective bargaining agreement, with the predecessor contractor, the employee signatory to this Agreement agrees to retain the necessary number of employees of the predecessor contractor required for Service contract performance. Article 9, Seniority, shall be applicable in the above.

#### ARTICLE 24

#### WASH AND WEAR UNIFORMS

The Employer shall provide two (2) wash and wear uniforms to new employees upon INITIAL employment. Two (2) new uniform shall be provided to each employee, without cost, per year. The employees shall launder and maintain their own uniforms at their on expense.

#### ARTICLE 25

#### MISCELLANEOUS

Section 1. The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2. The Employer agrees to give the Local Union a copy of the Employer's written personnel policies, and copies of the job descriptions for all classifications in the bargaining units. If no job description exists for a job classification it will be immediately negotiated jointly by the Union and the Employer

**Section 3.** Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize, however, that such activity may be necessary from time-to-time to insure the efficient and profitable operation of the Employer and, therefore, agree that such activity is not violation of the provision of this Agreement.

**Section 4.** The pay period and payday shall be semi-monthly.

**Section 5.** Employees who are discharged from the services of the Employer shall receive their wages and personal property in full at the next regular payday thereafter. Employees who quit the services of the Employer without urgent reason will receive their wages at the next regular payday, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wage until he/she has furnished proof that his file at Base Security has been cleared, and all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned into the Employer in a clean and non-abusive form.

**Section 6.** The Union agrees to encourage all employees in the bargaining unit to adhere to and follow rules and regulations as outlined in Article 7, Section 3 of this Agreement.

## **ARTICLE 26**

### **NO STRIKES – NO LOCKOUTS**

**Section 1.** It is the intent and purpose of the parties hereto, set forth herein, the basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties, and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it

is agree that there shall be no interruptions in, or impediments to, the Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided Article 8.

Section 2. It is agree that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of employee of the Employer, or of any affiliated Local Union and/or district Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article 8, and no liability shall attaché to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union.

#### ARTICLE 27

#### INVALIDITY

In the event that any term or provision of the Agreement shall be declared in violation of state federal law, or shall through action or any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in than t particular jurisdiction. All other terms and conditions of the Agreement shall remain in full force and effect. In the event any unauthorized Government Agency, or court of component jurisdiction, determines that the wage and fringe benefits contained in Addendum (A) are improper, the Employer shall be obligated to pay only wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor during the period the Union is appealing such action. If the Union's appeal is successful, the Employer's obligation will be governed by the terms of the modified wage determination issued as a result of the appeal providing that the Employer's fixed cost contract has bee increased accordingly.

ARTICLE 28

HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards, and rules that, may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE 29

PHYSICAL EXAMINATION

If required by the Contracting Agency, the Employer may require an employee to undergo physical examination, and it shall have the right to select the examining physical request the physician to conduct specific tests, and to receive written reports from the physicians as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

ARTICLE 30

MANAGEMENT CLAUSE

Section 1. The Employer retains the sole rights in its discretion to manage it's business, to hire, discharge for cause, layoff, assign, transfer and promote it's employees, to determine the starting and quitting time and the number of hours to be worked; and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise if these rights as expressly provided in the Agreement.

Section 2. The execution of the Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

### ARTICLE 31

#### REOPENER CLAUSE FOR LOCAL WAGE DETERMINATION

The Employer and Public Service Employees Local 572, AFL-CIO agree to meet for the purposes of negotiating local area wages and fringe benefits as Addendum (A). by mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) to one hundred twenty (120) days prior to the expiration date of the Employer's contract with the Federal Installation described in Addendum (A).

### ARTICLE 32

#### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto their successors and assigns.

### ARTICLE 33

#### SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 34

EFFECTIVE DATE AND DURATION

This Agreement, effective this 1<sup>st</sup> day of November 2012, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until October 31<sup>st</sup> 2014 And shall continue in effect from year to year thereafter, unless written notice is given by the Union or Employer, one hundred twenty (120) days prior to the expiration date, of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addendum attached hereto will open annually for renegotiating wages, fringes, etc ... as set forth in said Addendum. If the parties are unable to agree to changes in aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

Public Service Employees Local Union 572-LIUNA  
5627 Allentown Rd. Suite 206  
Camp Springs MD, 20746

NSR-Integrity Joint venture, LLC  
15400 Calhoun Drive, Suite 190  
Rockville, MD 20855

*Larry H. Doggette* Signature  
Larry H. Doggette Name  
Business Manager Title  
8/6/12 Date

\_\_\_\_\_ Signature  
\_\_\_\_\_ Name  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

**Addendum "A"**  
**SERVICE CONTRACT AGREEMENT BETWEEN**  
**PUBLIC SERVICE EMPLOYEES LOCAL UNION 572**  
**A N D**

**NSR- INTEGRITY JOINT VENTURE, LLC/IANGLEY RESEARCH CENTER**

ITEM	CLASSIFICATION	PRESENT RATE	RATE EFFECTIVE	RATE EFFECTIVE
			11/1/12	11/01/13
Wages	Cleaner/Crew Leader	\$12.34	\$12.96	\$13.60
	Cleaner	\$ 11.87	\$ 12.46	\$ 13.08
	Maintenance Leader	\$ 12.34	\$ 12.96	\$ 13.60
	Maintenance Specialist	\$ 11.87	\$ 12.46	\$ 13.08
	Floor Maintenance Leader	\$ 12.34	\$ 12.96	\$ 13.60
	Floor Maintenance Specialist	\$ 11.87	\$ 12.46	\$ 13.08
Health & Welfare	Plan A Short Term			
	Disability Man-U	\$3.16 per hour paid	\$3.50 per hour paid	\$4.00 per hour paid
Training	SCETT			
	FUND	\$ .50 per hour	\$ .50 per hour	\$ .50 per hour
Pension	LIUNA (Industrial) PENSION FUND	\$0.72 per hour Including applicable surcharge	\$0.82 per hour Including applicable surcharge	\$0.92 per hour Including applicable surcharge
Sick Leave	See Article XVIII of the CBA	6 days a year ½ day per month	6 days a year ½ day per month	6 days a year ½ day per month
Vacation	See Article XVII of the CBA	1 weeks after 1 year	1 weeks after 1 year	1 weeks after 1 year
		2 weeks after 2 years	2 weeks after 2 years	2 weeks after 2 years
		3 weeks after 7 years	3 weeks after 7 years	3 weeks after 7 years
		4 weeks after 10 years	4 weeks after 10 years	4 weeks after 10 years
Holiday	See Article XVI of the CBA	10 Days Per Year	10 Days Per Year	10 Days Per Year
Uniforms	See Article XXIII of the CEA	See Article XXIII of the CBA	See Article XXIII of the CBA	See Article XXIII of the CBA
Bereavement Leave	See Article XIX of the CBA	3 days for immediate family	3 days for immediate	3 days for Immediate family
Mileage		50.5 cents per mile	50.5 cents per mile	50.5 cents per mile

The parties have negotiated and agreed to the above changes in the Articles covering Wage and Fringe Benefits under the provision established under the Terms and Agreement Clause.

Public Service Employees Local Union 572-LIUNA

Integrity National Corporation

Larry H. Doggette Signature  
 \_\_\_\_\_ Name  
Business Manager Title  
8/6/12 Date

\_\_\_\_\_  
 \_\_\_\_\_ Signature  
Anthoninus H. Hines Name  
 \_\_\_\_\_ Title  
 \_\_\_\_\_ Date

## ADDENDUM B

### PENSION, HEALTH AND WELFARE, AND TRAINING BENEFIT FUNDS

The Employer has agreed to make pension, health and welfare, and training fund contributions as set forth in the Agreement and in Addendum A. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to these Funds, subject to any rights reserved by the Fund's Trustees to accept or not accept the unit of employees covered by the Agreement into participation.

#### Section 1

##### **LIUNA National (Industrial) Pension Fund**

- (a) The Employer shall contribute to the **Laborers' International Union of North America National (Industrial) Pension Fund** for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.
- (b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports, as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.
- (c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- (d) All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the Fund at 905 16th Street N.W., Washington, DC 20006.

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contribution obligations.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

## Section 2

### **Laborers-Employers Service Contract Education and Training Trust Fund**

(a) The Employer shall contribute to the Laborers-Employers Service Contract Education and Training Trust Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(b) The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the month immediately following and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and one half percent (1.5%) per month compounded, shall be assessed against the Employer for all contributions past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary.

(c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(d) All contribution payments shall be made payable to the "Laborers-Employers Service Contract Education and Training Trust Fund" and sent to the Fund at P.O. Box 94402, Chicago, IL 60690-4402.

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

### Section 3

#### HEALTH & WELFARE FUND

The Company shall pay per every hour under the terms of this Agreement to the Man-U-Service Contract Trust Fund. Contributions are due for each employee covered by the appropriate Addendum's.

The Man-U-Service Contract Trust Fund maintains a place of business at *7130 Columbia Gateway Drive, Suite A, Columbia, MD 21046* or at such other place as designated by the Trustees. Monthly contributions of the Company shall be forwarded to said business officer together with report forms supplied for such purpose not later than the twentieth (20<sup>th</sup>) day of the following month.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Man-U-Service Contract Trust Fund Agreement and Declaration of Trust, dated January 1, 1976, and any revisions of this Agreement, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payments for contributions, as defined above, are not received by the Fund Office by the twentieth (20<sup>th</sup>) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement, the Trustees of the fund as well as the Union shall have the right to take whatever steps are necessary to secure compliance with the collective bargaining agreement to the contrary notwithstanding, and the Company shall be liable for all reasonable costs for collecting the payments due together with any reasonable attorney's fees and such reasonable liquidated damages, and interest which may be assessed by the Trustees.

The Company's liability for payments hereunder shall not be subject to the grievance procedure or arbitration provided under the collective bargaining agreement. In this respect, the Trustees of the Fund and the Union shall have the right to sue in any state or federal court for any delinquency, request for an audit, or any other matter dealing with the Employer's obligations in regard to health and welfare benefits including those which may involve an interpretation of the collective bargaining agreement, without having to file and process a grievance or exhaust the grievance arbitration provisions of the collective bargaining agreement.



WD 05-2543 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS 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 C. Koplewski            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2543  
Revision No.: 17  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.03
01012 - Accounting Clerk II		15.74
01013 - Accounting Clerk III		17.61
01020 - Administrative Assistant		22.28
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		11.94
01052 - Data Entry Operator II		13.90
01060 - Dispatcher, Motor Vehicle		16.01
01070 - Document Preparation Clerk		13.21
01090 - Duplicating Machine Operator		13.21
01111 - General Clerk I		12.08
01112 - General Clerk II		13.78
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		12.22
01191 - Order Clerk I		13.46
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		16.22
01262 - Personnel Assistant (Employment) II		18.14
01263 - Personnel Assistant (Employment) III		20.23
01270 - Production Control Clerk		23.57
01280 - Receptionist		12.28
01290 - Rental Clerk		14.15
01300 - Scheduler, Maintenance		15.30
01311 - Secretary I		15.30
01312 - Secretary II		17.11

01313 - Secretary III	19.08
01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82
01531 - Travel Clerk I	11.49
01532 - Travel Clerk II	12.26
01533 - Travel Clerk III	13.09
01611 - Word Processor I	13.38
01612 - Word Processor II	15.02
01613 - Word Processor III	16.80
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.47
05010 - Automotive Electrician	21.03
05040 - Automotive Glass Installer	20.09
05070 - Automotive Worker	20.09
05110 - Mobile Equipment Servicer	18.15
05130 - Motor Equipment Metal Mechanic	22.02
05160 - Motor Equipment Metal Worker	20.09
05190 - Motor Vehicle Mechanic	22.02
05220 - Motor Vehicle Mechanic Helper	17.13
05250 - Motor Vehicle Upholstery Worker	19.10
05280 - Motor Vehicle Wrecker	20.09
05310 - Painter, Automotive	21.03
05340 - Radiator Repair Specialist	19.10
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	22.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.48
07041 - Cook I	10.11
07042 - Cook II	11.21
07070 - Dishwasher	8.12
07130 - Food Service Worker	9.74
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	17.63
09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.41
11060 - Elevator Operator	11.41
11090 - Gardener	13.67
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.93
11260 - Pruner	11.63
11270 - Tractor Operator	12.88
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	16.09
12012 - Certified Occupational Therapist Assistant	24.34
12015 - Certified Physical Therapist Assistant	24.89
12020 - Dental Assistant	15.56
12025 - Dental Hygienist	33.25
12030 - EKG Technician	23.73

12035 - Electroneurodiagnostic Technologist	23.73
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.09
12073 - Licensed Practical Nurse III	17.95
12100 - Medical Assistant	13.48
12130 - Medical Laboratory Technician	17.16
12160 - Medical Record Clerk	13.96
12190 - Medical Record Technician	15.61
12195 - Medical Transcriptionist	14.13
12210 - Nuclear Medicine Technologist	30.53
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.27
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	18.17
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	12.58
12305 - Radiologic Technologist	25.40
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.07
12315 - Registered Nurse III, Anesthetist	36.07
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.80
13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.41
13054 - Library Information Technology Systems Administrator	23.82
13058 - Library Technician	16.78
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.80
13071 - Photographer I	13.93
13072 - Photographer II	18.46
13073 - Photographer III	22.43
13074 - Photographer IV	24.90
13075 - Photographer V	30.14
13110 - Video Teleconference Technician	15.93
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.56
14042 - Computer Operator II	17.40
14043 - Computer Operator III	19.41
14044 - Computer Operator IV	21.57
14045 - Computer Operator V	23.88
14071 - Computer Programmer I	(see 1) 20.07
14072 - Computer Programmer II	(see 1) 24.57
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	15.56
14160 - Personal Computer Support Technician	21.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.24
15020 - Aircrew Training Devices Instructor (Rated)	40.21
15030 - Air Crew Training Devices Instructor (Pilot)	48.04
15050 - Computer Based Training Specialist / Instructor	32.44
15060 - Educational Technologist	29.72
15070 - Flight Instructor (Pilot)	48.04
15080 - Graphic Artist	24.28
15090 - Technical Instructor	20.94
15095 - Technical Instructor/Course Developer	25.61
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	10.70
16070 - Finisher, Flatwork, Machine	8.54
16090 - Presser, Hand	8.54
16110 - Presser, Machine, Drycleaning	8.54
16130 - Presser, Machine, Shirts	8.54
16160 - Presser, Machine, Wearing Apparel, Laundry	8.54
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.22
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.51
19040 - Tool And Die Maker	24.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.55
21030 - Material Coordinator	23.57
21040 - Material Expediter	23.57
21050 - Material Handling Laborer	11.27
21071 - Order Filler	11.49
21080 - Production Line Worker (Food Processing)	15.55
21110 - Shipping Packer	13.83
21130 - Shipping/Receiving Clerk	13.83
21140 - Store Worker I	12.41
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	15.55
21410 - Warehouse Specialist	15.55
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.37
23040 - Aircraft Mechanic Helper	16.35
23050 - Aircraft, Painter	20.20
23060 - Aircraft Servicer	18.22
23080 - Aircraft Worker	19.17
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	21.90
23181 - Electronics Technician Maintenance I	22.38
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.81

23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	20.48
23312 - Fuel Distribution System Operator	16.73
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	18.22
23382 - Ground Support Equipment Worker	19.17
23391 - Gunsmith I	16.50
23392 - Gunsmith II	18.33
23393 - Gunsmith III	20.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.31
23430 - Heavy Equipment Mechanic	20.03
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	11.27
23470 - Laborer	11.27
23510 - Locksmith	19.31
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	20.20
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	23.97
23932 - Telecommunications Mechanic II	25.18
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	19.47
23965 - Well Driller	19.93
23970 - Woodcraft Worker	20.20
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	7.66
24620 - Family Readiness And Support Services Coordinator	13.31
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	20.01
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	20.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.96
27007 - Baggage Inspector	12.01
27008 - Corrections Officer	18.71

27010 - Court Security Officer	20.29
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	18.71
27070 - Firefighter	19.65
27101 - Guard I	12.01
27102 - Guard II	15.31
27131 - Police Officer I	22.07
27132 - Police Officer II	24.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.47
28042 - Carnival Equipment Repairer	10.99
28043 - Carnival Equipment Worker	8.21
28210 - Gate Attendant/Gate Tender	14.30
28310 - Lifeguard	12.22
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.83
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.73
29020 - Hatch Tender	20.73
29030 - Line Handler	20.73
29041 - Stevedore I	19.71
29042 - Stevedore II	21.80
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.28
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	25.14
30030 - Cartographic Technician	26.68
30040 - Civil Engineering Technician	25.15
30061 - Drafter/CAD Operator I	18.85
30062 - Drafter/CAD Operator II	21.09
30063 - Drafter/CAD Operator III	23.52
30064 - Drafter/CAD Operator IV	28.93
30081 - Engineering Technician I	17.82
30082 - Engineering Technician II	19.79
30083 - Engineering Technician III	22.59
30084 - Engineering Technician IV	27.42
30085 - Engineering Technician V	33.54
30086 - Engineering Technician VI	40.58
30090 - Environmental Technician	21.87
30210 - Laboratory Technician	20.41
30240 - Mathematical Technician	26.68
30361 - Paralegal/Legal Assistant I	16.04
30362 - Paralegal/Legal Assistant II	19.88
30363 - Paralegal/Legal Assistant III	24.32
30364 - Paralegal/Legal Assistant IV	29.42
30390 - Photo-Optics Technician	26.68
30461 - Technical Writer I	23.10
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.52

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.61
31030 - Bus Driver		14.66
31043 - Driver Courier		13.40
31260 - Parking and Lot Attendant		9.25
31290 - Shuttle Bus Driver		14.22
31310 - Taxi Driver		11.32
31361 - Truckdriver, Light		14.22
31362 - Truckdriver, Medium		15.59
31363 - Truckdriver, Heavy		17.75
31364 - Truckdriver, Tractor-Trailer		17.75
99000 - Miscellaneous Occupations		
99030 - Cashier		8.95
99050 - Desk Clerk		9.12
99095 - Embalmer		23.61
99251 - Laboratory Animal Caretaker I		9.86
99252 - Laboratory Animal Caretaker II		10.47
99310 - Mortician		30.76
99410 - Pest Controller		15.66
99510 - Photofinishing Worker		11.61
99710 - Recycling Laborer		16.46
99711 - Recycling Specialist		18.57
99730 - Refuse Collector		15.17
99810 - Sales Clerk		11.04
99820 - School Crossing Guard		11.64
99830 - Survey Party Chief		18.10
99831 - Surveying Aide		11.30
99832 - Surveying Technician		16.46
99840 - Vending Machine Attendant		12.92
99841 - Vending Machine Repairer		15.13
99842 - Vending Machine Repairer Helper		12.92

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive,

administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.