WD 05-2095 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016
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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
Daniel W. Simms Director — Division of Wage Determinations	Wage Determination No.: 2005-2095 Revision No.: 17 Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was 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 $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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.

States: Delaware, Maryland, Virginia

Area: Delaware County of Sussex
Maryland Counties of Somerset, Wicomico, Worcester
Virginia Counties of Accomack, Northampton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.68
01012 - Accounting Clerk II		14.23
01013 - Accounting Clerk III		15.92
01020 - Administrative Assistant		19.76
01040 - Court Reporter		17.82
01051 - Data Entry Operator I		11.57
01052 - Data Entry Operator II		12.63
01060 - Dispatcher, Motor Vehicle		17.73
01070 - Document Preparation Clerk		11.40
01090 - Duplicating Machine Operator		11.40
01111 - General Clerk I		11.92
01112 - General Clerk II		13.01
01113 - General Clerk III		14.60
01120 - Housing Referral Assistant		19.16
01141 - Messenger Courier		12.13
01191 - Order Clerk I		12.91
01192 - Order Clerk II		14.09
01261 - Personnel Assistant (Employment) I		14.62
01262 - Personnel Assistant (Employment) II		16.35
01263 - Personnel Assistant (Employment) III		18.24
01270 - Production Control Clerk		19.75
01280 - Receptionist		11.91
01290 - Rental Clerk		10.56
01300 - Scheduler, Maintenance		15.36
01311 - Secretary I		15.36
01312 - Secretary II		17.18
01313 - Secretary III		19.16
01320 - Service Order Dispatcher		17.66

01410 - Supply Technician	19.76
01420 - Survey Worker	13.80
01531 - Travel Clerk I	12.38
01532 - Travel Clerk II	13.31
01533 - Travel Clerk III	14.18
01611 - Word Processor I	13.55
01612 - Word Processor II	15.21
01613 - Word Processor III	17.01
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.51
05010 - Automotive Electrician	17.74
05040 - Automotive Glass Installer	15.50
05070 - Automotive Worker	17.04
05110 - Mobile Equipment Servicer	14.14
05130 - Motor Equipment Metal Mechanic	18.52
05160 - Motor Equipment Metal Worker	17.04
05190 - Motor Vehicle Mechanic	18.52
05220 - Motor Vehicle Mechanic Helper	13.46
05250 - Motor Vehicle Upholstery Worker	16.26
05280 - Motor Vehicle Wrecker	17.04
05310 - Painter, Automotive	17.85
05340 - Radiator Repair Specialist	17.04
05370 - Tire Repairer	9.82
05400 - Transmission Repair Specialist	18.52
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.90
07041 - Cook I	10.66
07042 - Cook II	12.03
07070 - Dishwasher	8.03
07130 - Food Service Worker	9.28
07210 - Meat Cutter	16.74
07260 - Waiter/Waitress	8.88
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.35
09040 - Furniture Handler	11.10
09080 - Furniture Refinisher	14.39
09090 - Furniture Refinisher Helper	11.94
09110 - Furniture Repairer, Minor	13.18
09130 - Upholsterer	14.74
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.34
11060 - Elevator Operator	10.34
11090 - Gardener	13.20
11122 - Housekeeping Aide	10.92
11150 - Janitor	10.92
11210 - Laborer, Grounds Maintenance	11.42
11240 - Maid or Houseman	9.14
11260 - Pruner	10.45
11270 - Tractor Operator	12.76
11330 - Trail Maintenance Worker	11.42
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	15.03
12011 - Breath Alcohol Technician	19.22
12012 - Certified Occupational Therapist Assistant	23.74
12015 - Certified Physical Therapist Assistant	22.30
12020 - Dental Assistant	14.96
12025 - Dental Hygienist	31.70
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	15.35
12071 - Licensed Practical Nurse I	17.19

12072 - Licensed Practical Nurse II		19.22
12073 - Licensed Practical Nurse III		21.44
12100 - Medical Assistant		13.88
12130 - Medical Laboratory Technician		19.82
12160 - Medical Record Clerk		14.45
12190 - Medical Record Technician		16.16
12195 - Medical Transcriptionist		14.29
12210 - Nuclear Medicine Technologist		35.52
12221 - Nursing Assistant I		10.12
12222 - Nursing Assistant II		11.37
12223 - Nursing Assistant III		12.41
12224 - Nursing Assistant IV		13.93
12235 - Optical Dispenser		15.28
12236 - Optical Technician		16.89
12250 - Pharmacy Technician		13.95
12280 - Phlebotomist		13.93
12305 - Radiologic Technologist		28.03
12311 - Registered Nurse I		21.31
12312 - Registered Nurse II		26.10
12313 - Registered Nurse II, Specialist		26.10
12314 - Registered Nurse III		31.57
12315 - Registered Nurse III, Anesthetist		31.57
12316 - Registered Nurse IV		37.80
12317 - Scheduler (Drug and Alcohol Testing)		23.82
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.18
13012 - Exhibits Specialist II		23.77
13013 - Exhibits Specialist III		29.08
13041 - Illustrator I		19.18
13042 - Illustrator II		23.67
13043 - Illustrator III		26.46
13047 - Librarian		23.40
13050 - Library Aide/Clerk		10.76
13054 - Library Information Technology Systems Administrator		21.13
13058 - Library Technician		13.78
13061 - Media Specialist I		14.66
13062 - Media Specialist II		16.65
13063 - Media Specialist III		18.58
13071 - Photographer I		13.31
13072 - Photographer II		15.40
13073 - Photographer III		17.55
13074 - Photographer IV		21.57
13075 - Photographer V		25.31
13110 - Video Teleconference Technician		16.16
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.68
14042 - Computer Operator II		16.13
14043 - Computer Operator III		17.99
14044 - Computer Operator IV		19.99
14045 - Computer Operator V		22.13
14071 - Computer Programmer I	(see 1)	20.45
14072 - Computer Programmer II	(see 1)	22.91
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		13.68
14160 - Personal Computer Support Technician		19.99
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.46

15020 - Aircrew Training Devices Instructor (Rated)	29.60
15030 - Air Crew Training Devices Instructor (Pilot)	32.57
15050 - Computer Based Training Specialist / Instructor	24.46
15060 - Educational Technologist	26.44
15070 - Flight Instructor (Pilot)	32.57
15080 - Graphic Artist	21.18
15090 - Technical Instructor	20.31
15095 - Technical Instructor/Course Developer	24.85
15110 - Test Proctor	16.39
15120 - Tutor	16.39
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	10.87
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	8.67
16190 - Sewing Machine Operator	11.65
16220 - Tailor	12.46
16250 - Washer, Machine	9.42
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.09
19040 - Tool And Die Maker	23.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.95
21030 - Material Coordinator	19.75
21040 - Material Expediter	19.75
21050 - Material Handling Laborer	11.46
21071 - Order Filler	10.49
21080 - Production Line Worker (Food Processing)	13.95
21110 - Shipping Packer	13.30
21130 - Shipping/Receiving Clerk	13.30
21140 - Store Worker I	12.69
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	13.95
21410 - Warehouse Specialist	13.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.41
23021 - Aircraft Mechanic I	21.37
23022 - Aircraft Mechanic II	22.41
23023 - Aircraft Mechanic III	23.34
23040 - Aircraft Mechanic Helper	17.00
23050 - Aircraft, Painter	20.38
23060 - Aircraft Servicer	18.77
23080 - Aircraft Worker	19.20
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.05
23125 - Cable Splicer	26.30
23130 - Carpenter, Maintenance	18.39
23140 - Carpet Layer	17.30
23160 - Electrician, Maintenance	21.03
23181 - Electronics Technician Maintenance I	20.27
23182 - Electronics Technician Maintenance II	23.75
23183 - Electronics Technician Maintenance III	25.61
23260 - Fabric Worker	16.73
23290 - Fire Alarm System Mechanic	19.56
23310 - Fire Extinguisher Repairer	15.77
23311 - Fuel Distribution System Mechanic	19.55
23312 - Fuel Distribution System Operator	15.90
23370 - General Maintenance Worker	15.25

23380 - Ground Support Equipment Mechanic	21.37
23381 - Ground Support Equipment Servicer	18.77
23382 - Ground Support Equipment Worker	19.20
23391 - Gunsmith I	15.77
23392 - Gunsmith II	17.57
23393 - Gunsmith III	19.56
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.64
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.50
23430 - Heavy Equipment Mechanic	19.33
23440 - Heavy Equipment Operator	17.56
23460 - Instrument Mechanic	19.56
23465 - Laboratory/Shelter Mechanic	18.52
23470 - Laborer	11.46
23510 - Locksmith	18.52
23530 - Machinery Maintenance Mechanic	18.81
23550 - Machinist, Maintenance	20.61
23580 - Maintenance Trades Helper	11.97
23591 - Metrology Technician I	19.56
23592 - Metrology Technician II	20.51
23593 - Metrology Technician III	21.37
23640 - Millwright	19.56
23710 - Office Appliance Repairer	18.26
23760 - Painter, Maintenance	15.76
23790 - Pipefitter, Maintenance	20.17
23810 - Plumber, Maintenance	19.68
23820 - Pneudraulic Systems Mechanic	19.56
23850 - Rigger	19.70
23870 - Scale Mechanic	17.57
23890 - Sheet-Metal Worker, Maintenance	17.60
23910 - Small Engine Mechanic	15.39
23931 - Telecommunications Mechanic I	22.78
23932 - Telecommunications Mechanic II	23.71
23950 - Telephone Lineman	25.09
23960 - Welder, Combination, Maintenance	16.28
23965 - Well Driller	19.56
23970 - Woodcraft Worker	19.56
23980 - Woodworker	15.77
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.18
24580 - Child Care Center Clerk	12.70
24610 - Chore Aide	9.94
24620 - Family Readiness And Support Services Coordinator	13.84
24630 - Homemaker	14.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.31
25040 - Sewage Plant Operator	16.72
25070 - Stationary Engineer	25.31
25190 - Ventilation Equipment Tender	14.76
25210 - Water Treatment Plant Operator	16.72
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.73
27007 - Baggage Inspector	13.43
27008 - Corrections Officer	17.14
27010 - Court Security Officer	16.99
27030 - Detection Dog Handler	15.02
27040 - Detention Officer	17.14
27070 - Firefighter	17.37
27101 - Guard I	13.43
27102 - Guard II	15.02

27131 - Police Officer I		18.75
27132 - Police Officer II		20.84
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		8.29
28042 - Carnival Equipment Repairer		8.86
28043 - Carnival Equpment Worker		9.64
28210 - Gate Attendant/Gate Tender		14.00
28310 - Lifeguard		12.47
28350 - Park Attendant (Aide)		15.66
28510 - Recreation Aide/Health Facility Attendant		12.21
28515 - Recreation Specialist		15.59
28630 - Sports Official		12.47
28690 - Swimming Pool Operator		13.89
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		16.78
29020 - Hatch Tender		16.78
29030 - Line Handler		16.78
29041 - Stevedore I		14.70
29042 - Stevedore II		17.65
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		15.93
30022 - Archeological Technician II		17.82
30023 - Archeological Technician III		22.09
30030 - Cartographic Technician		22.09
30040 - Civil Engineering Technician		20.90
30061 - Drafter/CAD Operator I		15.93
30062 - Drafter/CAD Operator II		17.82
30063 - Drafter/CAD Operator III		19.88
30064 - Drafter/CAD Operator IV		24.45
30081 - Engineering Technician I		12.86
30082 - Engineering Technician II		14.81
30083 - Engineering Technician III		16.56
30084 - Engineering Technician IV		20.52
30085 - Engineering Technician V		25.10
30086 - Engineering Technician VI		29.59
30090 - Environmental Technician		22.09
30210 - Laboratory Technician		18.13
30240 - Mathematical Technician		22.09
30361 - Paralegal/Legal Assistant I		16.01
30362 - Paralegal/Legal Assistant II		19.83
30363 - Paralegal/Legal Assistant III		24.27
30364 - Paralegal/Legal Assistant IV		29.36
30390 - Photo-Optics Technician		22.09
30461 - Technical Writer I		18.84
30462 - Technical Writer II		23.02
30463 - Technical Writer III		27.86
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 Surface Programs	(see 2)	19.88
30621 - Weather Observer, Senior	(see 2)	21.99
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.00
31030 - Bus Driver		15.03
31043 - Driver Courier		13.04
31260 - Parking and Lot Attendant		10.00

31290 - Shuttle Bus Driver	14.07
31310 - Taxi Driver	10.42
31361 - Truckdriver, Light	14.07
31362 - Truckdriver, Medium	14.60
31363 - Truckdriver, Heavy	16.54
31364 - Truckdriver, Tractor-Trailer	16.54
99000 - Miscellaneous Occupations	
99030 - Cashier	8.77
99050 - Desk Clerk	9.68
99095 - Embalmer	25.07
99251 - Laboratory Animal Caretaker I	11.24
99252 - Laboratory Animal Caretaker II	12.13
99310 - Mortician	27.58
99410 - Pest Controller	13.40
99510 - Photofinishing Worker	11.58
99710 - Recycling Laborer	13.62
99711 - Recycling Specialist	15.78
99730 - Refuse Collector	12.46
99810 - Sales Clerk	11.40
99820 - School Crossing Guard	10.63
99830 - Survey Party Chief	19.00
99831 - Surveying Aide	12.45
99832 - Surveying Technician	17.05
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	13.52
99842 - Vending Machine Repairer Helper	11.70

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

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 REGISTER OF WAGE DETERMINATION UNDER  |  U.S. DEPARTMENT OF LABOR
   THE SERVICE CONTRACT ACT            |EMPLOYMENT STANDARDS ADMINISTRATION
   By direction of the Secretary       |  WAGE AND HOUR DIVISION
          of Labor                     |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: CBA-2017-9808
Diane Koplewski          Division of   |           Revision No.: 1
Director            Wage Determinations|  Date Of Last Revision: 4/3/2017
_______________________________________|_________________________________________
State: Virginia

Area: Accomack

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Employed on NASA Goddard Space Flight Center, Wallops Flight Facility contract for the acquisition of Range Operations and related services for the Range and Mission Management Organization (RMMO) at the Wallops Flight Facility. The Contractor shall provide tracking, telemetry, meteorological, optical, and command and control services for flight vehicles. The flight vehicles include: orbital and suborbital rockets, aircraft, satellites, balloons and Unmanned Aerial Vehicles (UAVs). The contract will provide real-time display and capture of mission-specific flight data.

Collective Bargaining Agreement between contractor: LJT & Associates, Inc., and union: International Association of Machinists and Aerospace Workers Local 2552, effective 10/1/2016 through 8/8/2019.

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

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

LOCAL LODGE 2552

DISTRICT LODGE 74

ROC GROUPS 1 AND 2

and

LJT
LJT & ASSOCIATES, INC.

10/1/2016 THROUGH 8/8/2019

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AGREEMENT

The Agreement made this 1st day of October, 2016, by and between LJT & Associates, Inc. (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, District Lodge 74, Local Lodge 2552, (hereinafter referred to as the "Union"), covering certain employees of the Company employed at the National Aeronautics and Space Administration at the Wallops Flight Facility, Wallops Island, Virginia, and assigned under NASA Contract No. NNG10WA14C and its successor contracts as successor contracts are defined under the McNamara-O'Hara Service Contract Act ("the SCA") and NASA Bridge Contract No. _____ and its successor contracts as successor contracts are defined under the SCA.

ARTICLE 1
RECOGNITION AND CERTIFICATION

A. It is hereby agreed that the parties hereto desire to enter into an 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 disputes and grievances that may arise affecting the employees covered hereby.

B. The Company agrees to recognize the Union certified by the National Labor Relations Board on June 14,1974, (Case No. 5-RC-8827) as the exclusive collective bargaining agent for all of its employees as stipulated in the Board's Certification of Representation (and employed at the Wallops Flight Facility, Wallops Island, Virginia under NASA Contract NNG10WA14C and its successor contracts as successor contracts is defined under the McNamara-O'Hara Service Contract Act) and NASA Bridge Contract No. _____ and its successor contracts as successor contracts are defined under the SCA, as follows: "All Maintenance and service employees including plant clerical employees employed by the Company at Wallops Island, Virginia, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act."

ARTICLE 2
UNION ACTIVITY AND DISCRIMINATION

A. The Company and the Union mutually agree that there shall not be any discrimination, interference, restraint or coercion by either party against any employee because of his or her membership or non-membership in the Union.

B. There shall be no discrimination by the Company or the Union against any employee because of race, sex, sexual orientation, creed, color, national origin, age, handicap, veteran status, protected by applicable federal, state, local law, and regulations. There shall be no harassment or discrimination against any employee.

C. Each employee shall adhere to the provisions and intent of Section B of this Article, in his/her dealings with fellow employees, suppliers and customers of the Company under its contract No. NNG10WA14C and its successor contracts as defined under the Service

Contract Act ("the SCA") and NASA Bridge Contract No. _____ and its successor contracts as successor contracts are defined under the SCA.

ARTICLE 3
UNION REPRESENTATION

A. The Company will recognize three (3) Stewards and three (3) alternates, who shall be selected from the group of full time employees within the Bargaining Unit who have satisfactorily completed their probationary period; the Union will specify the selected Stewards in writing to the Company.

B. In exercising their responsibilities to the Bargaining Unit employees, the Stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company, and not unduly interfere with the performance of the Company's contract with NASA.

C. The Stewards shall, prior to leaving their work stations, receive permission from the Program Manager or his/her designated supervisor(s) to do so, and shall report back to said Program Manager or Supervisor(s) upon return to his/her work station.

D. Upon prior notice to the Program Manager, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, and to ascertain if the Agreement is being adhered to. It is expressly understood and agreed that in the event the authorized agent of the Union wishes to see an employee or employees in the Bargaining Unit, the Union shall first advise the Program Manager of the name(s), and the Program Manager shall determine if such employee(s) can be released from their respective stations without undue interference in the performance of the Company's responsibilities under its contract with NASA, and shall advise the Union of such employee(s) availability.

E. Stewards shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work that they are qualified to perform. In the event the Stewards are laid off or terminated (for lack of work he/she is qualified to perform) they shall be the first recalled when work they are qualified to perform becomes available.

ARTICLE 4
MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Company shall have the full and exclusive right of management of its business, including preexisting rights it has by law.

ARTICLE 5
UNION DUES

A. The Company agrees to deduct Union Dues or service fees levied by the International Association of Machinists and Aerospace Workers from the pay of each employee who is

or who makes application to become a member of the Union, or elects to pay a service fee, within the scope of the Bargaining Unit as covered by the Agreement, utilizing the IAM Membership and Dues Check-off Form MR-OOI-09 as amended from time to time and provided by the Union, authorizing the Company to do so.

B. All employees may make application for membership or to pay applicable service fees after the first 1st day of employment.

ARTICLE 6
SAVINGS CLAUSE

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

B. Upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. In the event the parties are unable to agree upon such substitute provisions the dispute may at the request of either party be referred to arbitration for settlement but the power of the arbitrator shall be restricted and limited to determining substitute provisions to provide for the same specific objective and purpose of the provisions rendered or declared illegal.

ARTICLE 7
INITIAL REVIEW PERIOD

A. An employee who has never accrued seniority under this agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in initial review status until completion of 6 months employment. An employee in initial review status shall be entitled to all benefits. An employee in initial review status shall covered by the terms and conditions of this Agreement with exception to the following. The discipline or discharge for cause as determined solely by the Company, of an employee who is in initial review status shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8
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 not be any strikes, sympathy strikes, sit-downs, slow-downs, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no officer, agent, representative, steward or member of the local Union or the Union shall ever authorize, call, participate in, instigate, aid, condone or

acquiesce in any such actions and that no employee covered by this Agreement shall participate in any of such actions.

B. Any employee who engages in any form of activity prohibited by this Article may be subject to appropriate disciplinary action, including termination.

ARTICLE 9
EMPLOYEE RESPONSIBILITIES

A. Employees within the Bargaining Unit shall be assigned to and answerable to the Program Manager, or in lieu thereof a supervisor or supervisors who shall be designated in writing and who shall be responsible for assigning work, approving absences, and initiating and taking disciplinary actions. Additionally the site or area leaders, as designate by the Program Manager, shall be responsible for the assigning of work and scheduling absences. No employee shall be subject to discipline for refusing to carry out the instructions of other than said designated leads and appropriate government authorities. The company will not discipline employees when employees receive conflicting instructions.

B. Failure to comply with the requirements for a clearance or denial or withdrawal of such clearance by such governmental agency shall be just cause for discharge of any employee without further recourse by the Union under the terms and conditions of the Agreement.

C. All employees and managers will abide by the Anti-Harassment Policy contained in the LJT Employee Handbook that all employees receive and acknowledge on the date of hire.

ARTICLE 10
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 safety equipment as may be required and provided by the Company. The employee will be responsible for reasonable care of customer and/or Company furnished equipment and will use his/her best efforts to notify the Company of any sabotage or willful damage to Company, customer or employee property or materials. Protective clothing and safety equipment furnished by the Company remains the property of the Company and each employee shall be responsible for proper use and care thereof.

B. Those employees required by the Company to wear safety shoes in the performance of their job will reimbursed for the purchase of such shoes to a maximum of $150.00 on an as required basis as determined by the Company.

C. Those employees required by the Company to wear prescription safety glasses shall be reimbursed for one pair of safety glasses per year. Damaged or unusable glasses will be replaced as necessary.

D. When an employee is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the regular scheduled shift on which the injury occurred.

E. 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 and for the employee's time missed from work to obtain the examination, but such time shall not be considered hours worked for purposes of overtime.

F. 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/she is qualified and which he/she is able to perform. Qualifications of the employee to perform other work shall be determined by the Company.

G. If the Company and the Union are unable to reach agreement, the Company may then reassign the employee to available work for which he/she is qualified or be released from the service of the Company. Disputes arising from the provisions of this paragraph shall be subject to the Grievance procedure.

H. A Steward shall be a member of any Company Safety Committee designated to investigate personnel accidents, injuries and/or unsafe conditions. If any employee is injured on the job, the Company will notify a Union Steward as soon as possible.

I. The Company and the Union encourage employees to submit to the Company written suggestions for improvement of conditions relating to job safety.

J. 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 11
GRIEVANCE AND ARBITRATION

A. It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by a conference between the Program Manager and the employee involved, providing a Union representative is present. A working problem or personal grievance is defined to be a controversy between any employee, or group of employees, and the Company involving the interpretation or application of provisions of this Agreement or supplements thereto, only. 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 purposes of this Article a formal grievance under this Agreement is defined as a written

statement by the Union, an individual employee, or group of employees (herein after 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 within the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed.

C. Both parties agree to exert an earnest effort to settle such grievances through the following steps:

Step 1. Any matters of contention between an employee(s) of the Union, and the Company, shall be initially discussed between the employee(s) involved, in any, his/her Steward and the appropriate Company Supervisor. If such matter is not resolved at this informal step, the aggrieved party(s) shall move to step 2.

Step 2. The Steward shall reduce the grievance in writing to the Program Manager within five (5) working days, from the date that Step 1 was completed. When the grievance is presented to the Program Manager, he/she will have five (5) working days to respond in writing to the Steward. The Steward shall indicate his/her acceptance or rejection of the decision.

D. In the event the grievance is not satisfactorily disposed of by recourse in Step 2 of this Article, then the Union may, within thirty (30) calendar days after receipt of the Company's response request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial arbitrators from which the Union and the Company shall choose one to hear the grievance. Upon receipt of the said list of seven (7) arbitrators the Company shall first strike two names from the list followed by the Union striking two names and then the Company strikes one name and then the Union strikes one name. The remaining un-struck name shall be the name of the Arbitrator who shall hear the grievance.

E. The arbitrator shall not have the authority to alter, amend, add to, modify or change the terms and provisions of this Agreement and his/her decision shall be limited to the particular grievance in question. The arbitrator's decision shall be final and binding upon the parties.

F. The Union and the Company shall equally share the expenses and fee of the neutral arbitrator, including any mutually agreed upon services relating to the arbitration proceedings. 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 hearing. The number of employee 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.

G. All time limits prescribed herein may be extended by mutual written agreement of the parties. Failure of the Company to respond to a grievance within the time limits set forth herein shall constitute a basis for the Union to escalate the grievance to the next step.

Failure of the Union or the employee to process the grievance to the next step shall render the subject grievance, and any associated claims, void, and any further action on the subject grievance or the said associated claims shall be barred.

H. 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 Grievant would otherwise have earned less any unemployment compensation, substitute earnings or other compensation whatsoever the Grievant earned during the period of discharge or suspension. The Company shall have the right to require the Grievant to produce any records, which shall evidence such compensation.

I. Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his/her supervisor(s), the Program Manager, or any other official of the Company, but there shall be no formal grievance until it has been reduced to writing. The Union agrees that neither a Steward nor other Union officials shall solicit grievances.

ARTICLE 12
SENIORITY

A. Job classification seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employer's latest date of classification into his/her current job classification, and shall be recognized on an individual job classification basis.

B. Bargaining Unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a Bargaining Unit wide basis.

C. The Company shall furnish the Union and the District Office, upon request, but in no event more than once each six (6) months, with an accurate seniority list of all employees in the Bargaining Unit by job classification. The seniority list shall be treated as Company Proprietary Information. Such list is to include the name, classification, latest date of hire, and wage rate of each employee. The Union shall be given written notification of all new hires within ten (10) days of the new hires start date.

D. In administering this Agreement, seniority shall be defined first as job classification seniority (Engineering Tech, Senior 2 or Site Leader, Senior, Journeyman, Junior and Helper) and then Bargaining Unit seniority, in that order. Bargaining Unit seniority within a job classification shall be the determining factor in effecting layoffs, recalls, promotions, demotions, and in respect to other working conditions where specifically stated in this Agreement. An employee replacing another employee as the result of a bump must be able to perform the job with normal orientation but without training.

E. Seniority shall be canceled and terminated upon the happening of anyone of the following events:

1. Employee quits.

2. An employee is discharged.

3. An employee fails to return to work within ten (10) working days of a notice of recall given by the Company by registered or certified mail, and sent to the last known address of the employee.

4. An employee is absent without previously notifying the Company, except in cases of extenuating circumstances.

5. An employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances.

6. An employee engages in other employment during an unpaid leave of absence without obtaining the prior written permission of the Company.

7. An employee gives false reason for obtaining or extending 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 for twelve (12) months or is absent because of sickness or injury, or similar cause, for more than twelve months.

11. An employee is promoted or assigned to jobs outside of the Bargaining Unit covered by this Agreement.

F. In making assignments to a permanent job vacancy or a new job, the Company shall consider the desires of the employees. A notice of any such vacancy or new job shall be posted by the Company. Any employee interested in such position shall, within seven (7) days of posting (during which time another employee may be placed in the vacant position) submit a bid notice to the Program Manager indicating his/her qualifications and position related work experience for such position. The Company shall consider those employees who have submitted a bid notice, and who meet the minimum qualifications as written in the job announcement, for such position. If the Company determines that one of the said employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. In the event the Company determines that more than one employee is equally qualified for such position, as defined herein, the employee with the most seniority, as defined herein, shall be assigned such position. The Company shall notify in writing within seven (7) days of the closing of the posting, each employee bidding on a vacancy, and who met the minimum qualifications as written in the job announcement for the position, of the Company's decision concerning that vacancy. If the Company determines that no bidding employee is qualified for such position, then an employee shall be hired/transferred to fill the position. The Company's determination of "qualifications" shall be subject to the grievance procedure. During an employee's initial review period, the employee cannot bid on a job opening. At the end of the posting period when there are no applications from employees who have satisfied the review period, the new employee may then apply for the opening.

G. Any employee who is awarded a job opening shall undergo a ninety (90) workday trial period in the new position to which he/she is assigned. If, during the trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he/she shall be returned to their previous position, or its equivalent, and shall receive the applicable rate for such position. 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 one (1) year. Any disputes under this paragraph (G) shall be subject to the grievance and arbitration procedures.

H. When a reduction of working forces becomes necessary, employees shall be retained by the Company in accordance with the definition of seniority set forth in this Article, and according to the number of employees the Company determines is necessary within each job classification for the reduced operations contemplated by the Company. Recall of employees shall be accomplished by the same procedure in reverse. Notification of openings for recall shall be given by the Company by registered mail to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his/her to return to work. A copy of such notice shall also be sent to the Union. If no response is received by the Company within ten (10) days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of all obligations indicated in this paragraph.

I. Any employee within a particular job classification who is affected by a layoff within his/her job classification shall be able to bump. Bumping shall be based first upon bargaining unit seniority, any less senior employee in any like or lower rated job classification where the employee seeking to bump a less senior employee is qualified for the position in the like or lower rated job classification. When increasing the work force, those employees who were reclassified at the time of layoff will be returned to their former classifications in line with their seniority as openings occur.

ARTICLE 13
HOURS OF WORK

A. The work week shall consist of seven (7) days beginning 12:01 am on Monday and ending at 12:00 midnight the following Sunday.

B. The workday shall be defined as a period of twenty four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

C. **Range Employees:** The regular work shift for Range employees shall consist of eight (8) consecutive hours of work in a workday, scheduled on five (5) workdays, normally Monday through Friday, exclusive of an unpaid meal period of thirty (30) minutes. The regular work shift but not necessarily the only work shift, shall commence at 8:00 am and

end at 4:30 pm. Range employees will have the option to flex their normal shift up to 60 minutes within a normal shift. The Program Manager or his/her designated supervisor(s) must approve modifications to the employee's normal shift in advance. Shift premium will not be paid for the 60 minutes that fall outside the employee's normal shift. It is understood that an employee's flex schedule will not interfere with range operations and can be revoked at any time by the supervisor(s) or Program Manager.

D. The pay week will begin at 12:01 on Saturday and end at 12:00 midnight on the following Friday.

E. Pursuant to the operational needs of the Company, the Company reserves the right to schedule employees outside of the regularly scheduled work shift, and the right to implement different shifts than those set forth herein, or to change the time periods within which shifts will commence, and where possible shall give the affected employee(s) twenty-four (24) hours' notice, of any such change.

F. In the event that the work shift schedule, or any other working schedule is changed, modified or amended by NASA, then the working hours for the employees so affected shall be changed to conform with NASA directives. In the event a NASA directed working schedule change occurs and as a result of that working schedule change an employee's total regular hours recorded (regular work, holiday, sick, and vacation hours) for the pay week is less than 40 hours, then the employee shall be paid at his/her base pay rate for the number of additional hours needed to bring the total hours paid for the week to 40 hours, provided that the Company is reimbursed for the hours by NASA.

G. The Company shall have the right to institute nonstandard schedules to meet workload requirements, but will not change work hours arbitrarily. Where possible, employees will be given twenty-four (24) hour advance notice of changes in the regular work schedule.

H. An employee, in the absence of notice not to report to work, who reports for work on his/her regularly scheduled shift and for whom the Program Manager determines there is no work available, except when such lack of work is due to an act of God, sabotage, national emergency, or picketing directed against the Company, or other circumstances beyond the control of NASA or the Company, shall receive a minimum of four (4) hours pay at this straight time base rate. Under this paragraph only the hours which are worked shall be considered as time worked for purposes of computing overtime.

ARTICLE 14
ABSENCE FROM 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 the Program Manager or the designated lead(s). 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 for work as scheduled, or who expects to report to work late, to notify the Program Manager and/or

his/her designated lead(s) of the reasons thereof, indicating when he/she expects to report to work. Employees absent will make every reasonable effort to notify the Program Manager and/or his/her designated lead(s) within one (1) hour before their scheduled starting time.

C. Employees may be granted time off with pay 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 15
SICK/PERSONAL LEAVE

A. An employee who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under any worker's compensation statute shall be entitled to accrue sick/personal leave, up to a maximum of eighty (80) hours per contract year. The Company reserves the right to require proof of illness for any period of sick/personal leave exceeding three (3) days.

B. Eligible employees will accrue sick/personal leave to a maximum of eighty (80) hours per contract year, accrued at the rate of 1.54 hours for each complete week actually worked by the employee during the contract year.

C. An employee may request sick/personal leave provided he/she receives the prior approval of the Program Manager and/or his/her designated lead(s), and further provided the employee has sufficient sick/personal leave hours accrued pursuant to the provisions of this Article, and further provided that said time off does not unduly interfere with the operations of the Company. Said sick/personal leave may be extended provided the employee has sufficient hours accrued pursuant to this Article, and further provided the employee receives sick/personal leave.

D. Any unused sick/personal leave shall be carried forward to the subsequent contract year(s).

ARTICLE 16
LEAVE OF ABSENCE

A. **Leave of Absence** - To the extent permitted by workload commitments, an employee covered by this Agreement will be granted a leave of absence, without pay, for a period not to exceed twelve (12) months. When circumstances permitted, applications in writing for such leave of absence, stating the reasons therefore, must be submitted to the Program Manager no less than two (2) calendar weeks prior to the first work day of such requested leave. At the discretion of the Company, extended leaves of absence may be granted for good and sufficient cause, when circumstances permit.

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 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 thirty (30) days and the Company will pay the difference between military reserve duty pay and the employee's regular base pay up to fifteen (15) days per year provided the employee has completed twelve (12) months of employment. Employees must present to the Program Manager a copy of military orders or other certification stipulating the period of service and submit certification as to military pay and allowances received.

D. **Funeral Leave** - In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of five (5) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be the spouse, domestic partner, children, stepchildren, parents, stepparents, brother, sister, grandparents, grandchildren, spouse's parents, half brothers and half sisters. In the event other members of the family should die, the employee will be granted a maximum of two (2) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Other members of the employee's family shall be brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts and uncles, and spouse's grandparents. Pay for all such time shall be at the employee's base straight time rate. The Company may require proof of death under this Article.

E. **Jury Service** - When an employee is necessarily absent from his/her 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/she shall be granted pay for those hours during which he/she is necessarily absent from his/her regular work shift, less any fee or other compensation paid to him/her by the court for such service.

1. Pay for such 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 regular 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 such time lost shall not, for any employee, exceed a total of hours equal to thirty (30) regular eight (8) hour workdays in anyone (1) calendar year, less any fee or other compensation paid to him/her by the court for such service.

3. To be eligible for payment of jury service pay, an employee must notify his/her Program Manager no later than the completion of his/her regular work shift following receipt by him/her of such notice or summons. Further, he/she shall be ineligible to receive jury service pay until such time as he/she 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/her by the court for such jury duty and provided the hours of jury duty occur during the individual's regularly scheduled shift or as otherwise provided herein.

   a. If a first shift, sometimes known as day shift, employee is released by the Court by 11:00 am, he/she shall be required to report to work after release

from jury duty. If a day shift employee is released by the Court after 11:00 am, he/she shall be required to work his/her next scheduled workday.

b. If a second or afternoon shift employee is released by the Court by 12:00 pm, he/she shall be required to work his/her scheduled shift. If a second or afternoon shift employee is released by the Court after 12:00 pm, he/she shall not be required to work his/her scheduled shift on that day.

c. A third shift employee shall not be required to work his/her scheduled shift immediately prior to his/her first morning of jury duty. If a third shift employee is released by the Court by 4:30 pm, and not scheduled for jury duty the following day, he/she shall be required to work his/her scheduled shift that night. If a third shift employee is released by the Court after 4:30 pm, he/she shall not be required to work his/her scheduled shift that night.

F. **Union Business Leave** - Upon furnishing the Company reasonable advance notice, wherever possible two (2) weeks, employees will be granted leave of absence without pay for the purpose of Union business. Such leave is limited to thirty (30) 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 one (1) employee at any given time and further limited to one (1) leave per month. During leaves of thirty (30) days or less, employees shall retain, and continue to accrue seniority. However, if two (2) delegates are elected to attend the Virginia State Council of IAM&AW, they shall be allowed, work load permitting, to attend the council.

G. **Maternity Leave** - Maternity leave shall be treated as any other disability and will be covered under the applicable disability plan.

H. **Administrative Leave** - Employees shall be given paid time off for all periods of time which are declared as administrative leave periods by NASA Wallops Flight Facility for contractor personnel. It is to be noted, however, that critical functions will be manned as required by Company personnel. Employees working on such administrative leave days will be paid at two (2) times their regular straight time rate for all hours covered by the administrative leave period. For extended periods, such as consecutive days, all intervening hours shall be considered as administrative hours for computing pay.

I. **Seniority Rights** - Employees on approved leaves of absence of two (2) calendar weeks or less in duration shall not suffer any loss of seniority or any seniority right under this Agreement. Employees on approved FMLA leave shall not suffer any loss of seniority, or any right covered under this Agreement for the duration of his/her approved FMLA leave. Employees on approved leaves of absence of more than two (2) calendar weeks, but (12) months or less, shall maintain levels of seniority existing at the commencement of said leave. Employees returning from a leave of absence of more than two (2) calendar weeks, but (12) months or less, shall be restored to their former job, or its equivalent, providing such job exists. In the event no such job exists, the returning employee shall have the right to displace another employee with less seniority in the job for which the returning employee is qualified, as determined by the Company in its sole discretion. Bargaining

unit employees that request Leave With Out Pay (LWOP) during the time of change in company shall not lose vacation accrual, sick/personal leave accruals or seniority rights. The maximum amount of LWOP that can be used during this time is no more than two (2) weeks. Employees are to use this leave during the first three (3) months of the Successor.

J. **Temporary Employees** - Employees hired to replace employees on approved leaves of absence shall be hired in a temporary status. Employees returning from leave of absence shall have the right to displace such temporary employees. Employees hired on a temporary basis shall be so advised by the Company at the time they are hired. Temporary employees will be treated as initial review employees (re: Article 8) except they will receive no benefits.

K. The Company shall adhere to the provisions of the Family Medical Leave Act, as provided for and/or modified by statute or interpretation by a court of competent jurisdiction.

ARTICLE 17
HOLIDAYS

A. The following are designated as holidays:

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

B. Should any of the above holidays fall on Saturday or Sunday, the Company will observe as the holiday the day determined by NASA Wallops Flight Facility.

C. Employees are eligible for holiday pay, provided that they work, or are on authorized paid leave during their full shift on the last scheduled workday preceding the day the holiday is observed, and the first scheduled workday following the day the holiday is observed.

D. An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours pay, exclusive of all premiums, at his/her straight time base rate of pay.

E. An eligible employee who is required to work on the day observed as a holiday shall receive two (2) times his/her straight time hourly base rate of pay for all hours actually worked on that day, in addition to eight (8) hours pay at his/her regular straight time base rate of pay. An employee who is required to work on the day observed as a holiday and who does not report to work shall be subject to disciplinary action and shall be ineligible

for benefits under this Article for that holiday, unless the failure to report to work was beyond the reasonable control of the employee.

F. In the event NASA Wallops Flight Facility is closed or administrative leave is granted to federal employees by the Government for any reason, the following shall apply:

- Employees shall be granted all time off that is granted to federal employees.
- Any employee who is scheduled but unable to work due to base closure shall be paid for the hours lost due to base closure at his/her regular straight time base rate (Base Closure Pay).
- Any employee who is required to work and performs work during the base closure shall be paid for actual hours worked in addition to Base Closure Pay.
- If the Company is not reimbursed by the Government, Base Closure Pay does not apply.

ARTICLE 18
VACATIONS

A. Each regular full time employee shall earn vacation for each complete calendar week paid. The amount of vacation which an employee will earn for each calendar week shall be determined by the number of years of continuous service completed by the employee from his/her most recent date of hire, as defined by the provisions of the Service Contract Act, in accordance with the following chart:

Weekly Accrual Rate	Annual Allotment	Years of Service
1.54 hours	80 hours	1st through 4th years
2.31 hours	120 hours	5th through 10th years
3.08 hours	160 hours	11th & succeeding years

B. The Company shall retain the final right to approve, deny, schedule and cancel all vacations. If two (2) or more employees request the same vacation date(s) and the Company determines to approve some but not all such vacation requests for such date(s), the request of the senior employee(s) shall be honored. Request for vacation will be returned either approved or disapproved within five (5) workdays from receipt. Once an employee's vacation request is approved it will not be overridden by a request from a more senior employee of the same time frame. The Company shall reimburse the employee for unrecoverable funds due to a direct cancellation of approved leave by the Program Manager.

C. An employee, whose designated job classification is listed in Appendix A of this Agreement, shall be compensated for vacation at the straight time base rate of pay for the designated job classification at the time the vacation is taken.

D. Paid holidays falling within an employee's authorized and previously scheduled vacation period, shall not be charged to that employee's vacation account.

E. Eligible employees shall accrue and vest vacation by pay period in accordance with the accrual schedule set forth above. Prior to the end of each pay period, the employee shall have the option of selling back to the Company vacation leave (in minimum of forty (40) hour increments), using the vacation leave at a time mutually convenient to the employee and the Company, or carrying the vacation leave forward up to a maximum of three (3) times the employee's yearly accrual rate.

F. An employee who leaves the employ of the Company will be paid for accrued, unused vacation at his/her straight time hourly rate.

G. Vacation leave time may not exceed three times the employee's annual accrual rate at any time. Any vacation leave accrued in excess of three times the employee's annual rate shall be paid to the employee.

H. If, due to work load requirements and operational needs of the Company, an employee is unable to schedule his/her vacation, and the said inability to schedule the vacation results in an employee having accrued more than three times the employee's accrual rate of vacation hours it is agreed that the employee(s) so affected shall have an additional sixty (60) calendar days to reduce his/her vacation accrual to the maximum.

I. Employees may, due to humanitarian reasons, donate vested vacation leave to other Bargaining Unit employees who have insufficient leave. This donated leave will be converted in a manner so that the Company will incur no additional financial cost.

ARTICLE 19
WAGE RULES

A. The rates set forth in Appendix 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 Appendix A, is created, the wage rate therefore, shall be determined by negotiation between the Company and the Business Representative of the Union.

C. Pay increases or decreases shall become effective on the date of implementation of a new classification.

D. Payday is to be Friday by 4:30 pm for the two weeks period ending in the previous calendar week. If Friday is a holiday, Thursday is to be payday. A payroll checks delivery delay caused by the U. S. Mail or other carrier shall be deemed an act beyond the control of the Company.

E. Employees temporarily assigned by the Company to work during hours other than their regularly scheduled working and/or shift hours, shall be paid a premium of twelve percent (12%) of his/her regular straight time hourly rate for all hours worked outside of

their regularly scheduled working hours. The twelve percent (12%) premium will not be paid for any hours for which an employee is compensated at his/her overtime rate of pay. No premium payment of any kind shall be made to any employee who has requested an assignment outside of his/her regularly scheduled working and/or shift hours. For purposes of this paragraph, a temporary assignment shall be defined as an assignment of thirty (30) working days or less.

F. Employees designated as leads shall receive a premium paid at eight percent (8%) of his/her regular straight time hourly rate.

G. Employees who are called back and required to work after completing their normal work day, or called in on a day on which they are not scheduled to work, shall receive a minimum of one (1) hour of overtime work, and 3 hours of pay based on the employees regular straight time hourly rate.

H. It is agreed that LJT may exercise its Company Peer Recognition and/or other Management Rewards Programs at its discretion. The IAM&AW further agrees that such Company Rewards shall not be subject to the grievance and arbitration process.

I. An employee required to call-in for work schedule information shall receive one (1) hour of pay at their regular hourly rate of pay. This Call-In Premium shall be paid in addition to any hours worked and shall be paid regardless of hours worked or not.

J. An employee that is placed on "Standby" by management shall receive one (1) hour of regular pay for every four (4) hours on "Standby" regardless of whether or not the employee is called in. This is in addition to pay for any hours worked. Employees on "Standby" must be able to report to work within one (1) hour or another period of time approved by an employee's supervisor.

K. Off-duty employees who are not on "Standby" and who are given less than twelve (12) hours' notice of assignment to work a shift shall be entitled to a premium of $5.00 per hour, in addition to any applicable overtime compensation, for all hours worked on that shift.

L. Employees temporarily assigned to a remote location requiring an overnight stay will receive a TDY field service premium of $85.00 per day while working remotely in addition to the employee's applicable rate of pay for all regular and overtime hours worked.

M. Employees who hold a valid ordnance certification will receive $0.50 per hour differential pay for all hours worked in addition to their regular hourly pay rate.

N. Employees who hold a valid SCAPE operations certification will receive $0.50 per hour differential pay for all hours worked in addition to their regular hourly pay rate.

O. Employees who are certified by the ROC and NASA safety offices as Operational Safety Supervisors (OSS) will receive $0.75 per hour differential pay for all hours worked in addition to their regular hourly pay rate.

ARTICLE 20
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 guarantee of any specific overtime hours for any employee, either per day, per week, or per year.

B. It is recognized and agreed that from time to time overtime work may be necessary, and provided reasonable advance notice is given (except in emergency situations, not later than Friday when the overtime involves Saturday and Sunday work, or not later than the end of the regular shift on the day preceding the day on which overtime is to be worked when the overtime involves the extension of a shift), the Company may assign employees to work overtime. Such assignments will be made in a fair and equitable manner, based on the employee's classification.

C. Nothing in the Agreement shall be construed as requiring the Company to call in employees for overtime work when qualified employees are on the Company premises.

D. An employee not excused by the Company from performing assigned overtime, who refuses to report for such overtime will be subject to appropriate disciplinary action.

E. All Range employees not assigned to shift work shall be paid his/her regular* straight time hourly rate plus (50%) of his/her regular* straight time hourly rate for all those hours worked in excess of eight (8) hours on any work shift, all hours worked consecutively in excess of eight (8) hours in a twenty four (24) hour period, all hours worked in excess of forty (40) hours in a work week, or all hours actually worked on Saturday. Any work performed on a Sunday shall be compensated at two (2) times his/her regular rate of pay.

F. No overtime shall be worked except by the direction of the Program Manager and/or the designated Company Supervisor(s), unless said overtime is part of an employee's regular work shift and/or schedule.

G. There shall be no pyramiding of overtime and/or any other premium payments.

H. When an employee works overtime, his/her regular hours of employment for the week in which said overtime occurs shall not be reduced *because* of said overtime. Paid time off shall be considered as hours worked for purposes of computing overtime.

*Regular straight time hourly rate as defined by the Department of Labor.

ARTICLE 21
HEALTH, WELFARE AND PENSION

A. The parties have mutually provided for an Insurance Program, and no matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement. Should the cost of H/MIS benefits increase in the future,

above the current level, all such cost increases shall be shared equally by the Company and the employees.

1. All employees shall have the option to elect coverage for Medical, Dental, Life and AD&D insurance under the Company's insurance plan.

2. Should the insurance benefit cost increase, the Company will:

   a. Notify the Union as soon as the Company becomes aware of such increase. The Company will make every effort to provide no less than thirty (30) days advance notice of such increase and provide the Union with the reasons, given by the Carrier justifying the need for an increase or changes in the levels of coverage.

   b. If increased employee contributions become necessary such increased deductions will become effective the first pay period following the increase.

   c. The Company and the Union will work together to minimize the impact of any cost increases or changes in benefit levels of coverage. In addition, once a year, employees may elect to discontinue any of the elements of the insurance program except for the medical coverage.

B. Contributions toward healthcare:

The Company and the employee will share health and dental premiums 75%/25% respectively starting with the December 1, 2014 health plan year.

C. **Pension Plan** - LJT shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

$2.50 per hour effective January 1st, 2017 up to a maximum of forty (40) hours per week.

$2.75 per hour effective January 1st, 2018 up to a maximum of forty (40) hours per week.

$3.00 per hour effective January 1st, 2019 up to a maximum of forty (40) hours per week.

The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

Contributions for a new, probationary, and full-time employee are

The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1,1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the I.A.M. 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 this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

The Company may evaluate, at its option and cost, the annual 5500 report of the National Pension Fund and the most recent actuarial statement that shows the plan's unfunded vested liability of the year.

This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

D. **401k Plan** - The Company agrees to sign and to be bound by the IAM 401k Plan Standard Contract Language, and to withhold and remit contributions as elected by the employee, on behalf of each employee of the Bargaining Unit who makes an election, in the manner as prescribed in the Standard Contract Language of the IAM 401 k Plan.

E. **Severance Pay** - The Company shall pay two weeks (80 hours) of severance pay to any employees that are laid off, or terminated, at the termination of the Company's current contract and not employed by the successor contractor.

ARTICLE 22
TRAVEL

A. Travel pay for all travel by employees in performance of their duties under contract NNG10WA14C and/or Bridge Contract _____, shall be in strict accord with the current Standard Government Allowances for per diem and associated travel expenses (Office of Personnel, Joint Travel Regulations). However, the employee may elect to utilize the Fixed Daily Allowance (FDA) as spelled out in Company Policy except where special arrangements are provided by the Government (i.e., Government provided housing, etc.). In no case shall reimbursement be allowed in excess of current Government allowance on in violation of applicable NASA Travel Regulations.

B. The Company shall be responsible for providing transportation to and from the airport. In lieu of providing said transportation the Company will reimburse the employee for all parking fees and personal mileage.

C. Employees, while on travel, shall be paid for all hours spent in transit to and from their TDY work location.

D. It is agreed that employees will receive travel pay and per diem prior to departure. Normally, notification shall be given no less than five (5) working days prior to departure.

E. Employees shall be permitted up to four (4) hours off with pay if notification is less than twenty-four (24) hours.

F. Employees required to use their personal vehicle to perform work will be reimbursed for mileage at the standard government rate.

G. Employees traveling to McMurdo to perform maintenance shall receive an additional hardship service allowance of twenty five percent (25%) of their regular straight time rate for a maximum of seventy (70) hours worked per week at the site.

H. With pre-approval by the Program Manager, employees that have a travel period that is twelve (12) consecutive hours or more shall have the next scheduled working day off with pay after they return from their deployment location. This day off is paid at the rate of eight (8) hours straight time, not to be included as hours worked.

ARTICLE 23
HAZARDOUS DUTY

A. Hazardous duty pay will be compensated at the rate of 50% of the employee's regular straight time hourly pay, paid at a minimum of one hour increments for the entire period of exposure, only when performed pursuant to prior approval of the Program Manager, or designated supervisor(s).

B. Hazardous duty shall include:

1. Work on any structure at least fifty (50)) feet or more above the ground, deck, floor, or roof, or from the bottom of a tank or pit.

2. Work at a lesser height (50 feet or less) where the footing is unsure or the structure is unstable; or if scaffolding, enclosed ladders or other similar protective facilities are not adequate, i.e., working from a swinging stage, boatswain chair, and similar supports; or if adverse conditions such as darkness, rain, high wind, icing, lightning, or similar environmental factors render working in such conditions hazardous.

ARTICLE 24
DISCIPLINE

A. Disciplinary action shall be initiated by the Company for just and sufficient cause and, where appropriate, the principle of progressive discipline shall be adhered to.

B. The following steps shall constitute progressive discipline, where applicable, for any disciplinary action taken:

1. 1st Offense: Verbal warning by designated supervisor/management. Notification of such is placed in their personnel file with a copy to the employee.

2. 2nd Offense: Written warning

3. 3rd Offense: Suspension, without pay of up to five (5) work days.

4. 4th Offense: Discharge.

C. The Company shall have the right to discharge any employee for just cause. However, the Company will not discharge any employee without an appropriate warning notice, except for major offenses, which include, but are not limited to, stealing, drinking, possession of alcoholic beverages or illegal substances during working hours or on Company premises, fighting, gambling, direct insubordination, refusal to carry out the order of the Program Manager, any Supervisor, or falsifying Company records, excessive lateness and/absenteeism, refusal to perform the technical duties of the requirements of the employees respective job classification, or flagrant safety violation.

D. There shall be a one (1) year reckoning period for any warning notice issued. Warning notices shall be considered removed from an employee's record one (1) year from the date of issue of said warning notice for purposes of the Collective Bargaining Agreement.

E. An employee covered hereby shall be represented by his/her Steward and any other authorized officials of the Union, at any and all conferences with the Company at which disciplinary action is taken.

F. Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall have Union representation present.

G. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a Steward before leaving the work place. An employee who is discharged must file, within five (5) working days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.

H. Nothing in this Agreement shall excuse an employee from complying with lawful directives and instructions issued by the Company; however, this will not negate the

employee's right to thereafter grieve such action, if the employee was otherwise entitled to grieve such action.

ARTICLE 25
FINALITY

A. This Agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral or other Agreements and/or Understandings between the parties, including but not limited to, agreements or understandings resulting from the past practice of the parties. This Agreement shall be deemed to have incorporated all matters considered by the parties to have been an appropriate subject of bargaining.

B. This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered or modified in any manner except by the written agreement of the authorized representative of the parties hereto.

ARTICLE 26
CROSS-CLASSIFICATION WORK
(CROSS CRAFTING)

Although employees may expect their work assignments 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 greater than fifteen (15) days, for which the normal rate of pay is higher than the rate of pay received by the employee in his/her normal classification, he/she shall be temporarily promoted to the higher level position. In the event an employee is assigned work temporarily in a classification lower than his/her normal classification he/she shall receive his/her regular rate of pay. An employee who is temporarily assigned to another job classification will be paid a cross crafting premium of $1.50 per hour for the hours spent cross crafting. During the period the employee is assigned multi-classification work, he/she shall retain his/her job classification seniority.

ARTICLE 27
TRAINING/TUITION REIMBURSEMENT

The Company agrees to reimburse employees the cost of college tuition up to a maximum of $5,000 per calendar year for any course directly related to the employee's job duties, or associated with the obtaining of a degree directly related to the field of present employment. No employee shall be allowed to participate in more than two (2) courses during any one (1) semester. Any employee desiring to participate in this program must first notify the Program Manager of the course synopsis, and receive the prior written approval of the Program Manager as to whether the employee shall be entitled to reimbursement in accordance with Company's tuition reimbursement policy. Reimbursement of tuition cost shall only be given where the employee has obtained the prior written approval from the Program Manager, and where the

employee has received a grade of "C" or better for undergraduate classes (2.0 on a scale of 4.0) and a grade of "B" or better for graduate classes or has successfully completed the training and obtained a certificate of such. Failure to obtain the prior written approval of the Program Manager, and failure to obtain the requisite grade as required by this paragraph shall be sufficient grounds for denial of the employee's request for reimbursement.

ARTICLE 28
DRUG AND ALCOHOL POLICY

A. The Union and the Company agree to establish a drug free work place in accordance with the ROC contract requirements. Both recognize the requirement for an employee to be drug free as a condition of employment or continued employment. The Company and the Union are committed to this end, to foster safety, productivity, and compliance with Federal, State, and Local statutes. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work place.

B. All current and future employees, as a condition of employment or continued employment must sign and abide by the terms of a Notice and Consent Form (sample below) or other similar forms as they may be changed from time to time to comply with legislative statutes.

NOTICE AND CONSENT TO DRUG-FREE WORK PLACE

Pursuant to the Drug-Free Work Place Act of 1988, I _____ acknowledge that I understand the policy and commitment of LJT and the Union to provide a drug-free work place.

I understand and agree with this policy and accept the same as a condition of employment with LJT. I further agree, as required by the Act, to notify LJT of any criminal drug statute violation occurring in the work place no later than five (5) days after such conviction, and accept the sanctions prescribed under the Act whereby LJT may terminate my employment within thirty (30) days of receiving notice of a conviction of any drug abuse violation, or may require my satisfactory participation in a drug abuse assistance or rehabilitation program approved by a Federal, State or local health, law enforcement, or other appropriate agency.

Dated this __ day of _____, 201__.

_____
Signature

_____
Witness

C. In the event that a drug and alcohol testing program should be implemented, the Company will provide employees with notice of such program at least 24 hours in

advance. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a reputable testing laboratory and/or personnel certified and/or licensed by any Federal or State authority having jurisdiction therefore. Final sampling will be by one of the most accurate methods presently available.

D. Employees may be tested for drug and/or alcohol use upon scheduled physicals or upon reasonable probable cause (including work-related accidents).

E. Random Drug Screening - All employees will participate in the Company's Random Drug Screening Program. Random Drug Screening will not include alcohol testing. Testing will occur on a random basis. A third-party will make the random selections.

F. A "positive" test result will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test result and will also be grounds for termination.

G. Compliance with the terms of this Article is a condition of continued employment.

H. The Company will contract with an NIDA-certified testing laboratory to perform the Drug Screening Urinalysis in accordance with current industry standards. A DOT drug panel will be utilized.

I. Employees will complete a drug screen form that requires the employee to list all over-the-counter medicines to inform the laboratory personnel of possible prescription sources for positive results prior to providing a sample.

J. Once notified of selection for testing, employees on duty will report for testing immediately.

K. If the screening results return positive, the employee will be given the opportunity to obtain a second independent analysis at the employee's cost. The second analysis will be performed by a NIDA-certified Testing Laboratory that is mutually acceptable to the Company and the employee and will use the same sample that was collected and retained by the original Testing Laboratory. Pending receipt of the second analysis, the employee will be on suspension without pay. If the second analysis on the sample differs from the original test, a third analysis will be performed and paid for by the Company. An employee testing negative on his third analysis will be allowed to return to work with restoration of lost pay and reimbursement for the test paid by the employee.

ARTICLE 29
TEMPORARY EMPLOYEES

A. It is recognized that due to unusual workload demands or by government requirements, the regular work force may be inadequate to fulfill work requirements. However at no time shall the temporary work force exceed ten percent (10%) of the regular full time workforce. And in no case shall temporary positions be utilized in such a way as to

prevent opening by posting and competitive bidding a permanent work position. Furthermore no temporary employee shall be placed in a lead position.

B. The Company shall not hire temporary employees when qualified fulltime employees are on lay-off except for unusual requirements placed upon the Company by NASA. In any event if it should become necessary to open a job classification position or create a new temporary position the Company shall first offer the temporary positions to all fulltime qualified employees who have been placed on layoff status within the proceeding twelve (12) months. If the temporary job offer is not accepted by a laid off employee then the Company shall fill the position from outside the workforce.

C. Surge Operations Support

1. The Non Bargaining Unit surge support personnel will only work on a temporary basis during surge periods and will not replace existing Bargaining Unit staff.

2. Bargaining Unit employees shall provide training to Non Bargaining Unit personnel providing the temporary surge support.

3. Paragraph A is amended to allow for a temporary workforce of greater than 10% during periods of surge support.

4. In the unlikely event of a strike as expressed in Article 8 of the CBA, LJT agrees not to utilize Non Bargaining Unit personnel, who were trained by Bargaining Unit members for surge support, to fill the positions of striking union members.

5. LJT shall provide IAMAW advance notice of anticipated need for surge support. LJT shall provide such notification at least 30 days in advance, or as soon as reasonably possible after such notification is received from NASA. IAMAW acknowledges that the actual surge support start date may vary due to schedule changes by NASA.

ARTICLE 30
NON-BARGAINING UNIT EMPLOYEES WORKING

A. The Company shall 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, except for the use of temporary employees as described in Article 29.

B. No Bargaining Unit employee shall be expected to provide training that may allow non-bargaining unit employees except LJT temporary employees to do his or her job.

ARTICLE 31
SUCCESSOR CLAUSE

A. The provisions of this Agreement shall be binding on any successor contractor and all the terms and obligations herein contained shall not be affected or changed in any respect by a successor unless prohibited by law or regulation. 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 or acquiring jurisdiction over the work of this Bargaining Unit.

ARTICLE 32
DURATION

A. This Agreement shall become effective October 1, 2016, and shall remain in full force and effect until 12:01 a.m. on August 8, 2019 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 enter into a renegotiation, modification, or termination of this Agreement. Whereupon the parties shall mutually agree to meet within 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 terms and conditions herein. Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be coterminous with this Agreement.

(Official Signature page follows as Page 30)

In Witness Whereof, the parties hereto have executed this agreement the day and date written above.

For
International Association of Machinists
and Aerospace Workers
District Lodge 74 Local Lodge 2552

Larry Young, DBR DL-74

For
LIT & Associates, Inc.

Scott Underwood, Program Manager

APPENDIX A

Pay Rate as of the following Dates:

Job Classification		10/9/2015	10/9/2016	10/9/2017	10/9/2018
CLERICAL					
Clerk Typist		$22.53	$22.86	$23.21	$23.21
HYRDO-MECH TECH					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Senior 2		$32.61	$33.10	$33.60	$33.60
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.42	$22.76	$23.10	$23.10
RADAR					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Senior 2		$32.61	$33.10	$33.60	$33.60
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.42	$22.76	$23.10	$23.10
ASRF RADAR					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Site Leader		$32.61	$33.10	$33.60	$33.60
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.41	$22.76	$23.10	$23.10
TELEMETRY					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Senior 2		$32.61	$33.10	$33.60	$33.60
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.42	$22.76	$23.10	$23.10
DATA QUALITY/DATA PROCESSING					
Senior Technician		$30.63	$31.09	$31.56	$31.56
Electronic Technician		$29.32	$29.76	$30.21	$30.21

Journeyman Technician		$27.00	$27.41	$27.82	$27.82
Mathematician Technician		$25.83	$26.22	$26.61	$26.61
METEOROLOGICAL INSTRUMENTATION					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Site Leader		$32.61	$33.09	$33.59	$33.59
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.41	$22.75	$23.09	$23.09
METEOROLOGICAL OPERATIONS (Met Tech)					
Site Leader		$33.49	$33.99	$34.50	$34.50
Senior		$31.96	$32.44	$32.93	$32.93
Journeyman		$31.82	$32.30	$32.78	$32.78
Junior		$28.86	$29.29	$29.73	$29.73
PHOTO/OPTICAL					
Engineering Tech		$33.58	$34.08	$34.59	$34.59
Site Leader		$32.61	$33.09	$33.59	$33.59
Senior		$30.71	$31.17	$31.64	$31.64
Journeyman		$28.78	$29.21	$29.65	$29.65
Junior		$26.85	$27.25	$27.66	$27.66
Helper		$22.41	$22.75	$23.09	$23.09
LOGISTICS					
Shipping/Receiving Clerk		$17.38	$17.64	$17.90	$17.90
Warehouse Specialist		$17.38	$17.64	$17.90	$17.90
Material Expeditor		$27.53	$27.94	$28.36	$28.36
GROUND OPERATIONS					
Ground System Equipment Servicer Helper		$22.42	$22.76	$23.10	$23.10
Ground System Equipment Servicer 1		$26.85	$27.25	$27.66	$27.66
Ground System Equipment Servicer 2		$28.78	$29.21	$29.65	$29.65
Ground System Equipment Servicer 3		$30.71	$31.17	$31.64	$31.64

Ground System Equipment Servicer 4		$32.61	$33.10	$33.60	$33.60
Ground System Equipment Servicer 5		$33.58	$34.08	$34.59	$34.59

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 REGISTER OF WAGE DETERMINATION UNDER  |  U.S. DEPARTMENT OF LABOR
   THE SERVICE CONTRACT ACT            |EMPLOYMENT STANDARDS ADMINISTRATION
   By direction of the Secretary       |  WAGE AND HOUR DIVISION
          of Labor                     |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: CBA-2017-9842
Diane Koplewski          Division of   |           Revision No.: 0
Director            Wage Determinations|  Date Of Last Revision: 4/3/2017
_______________________________________|_______________________________________
State: Virginia

Area: Accomack

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Employed on NASA Goddard Space Flight Center, Wallops Flight Facility contract for the acquisition of Range Operations and related services for the Range and Mission Management Organization (RMMO) at the Wallops Flight Facility. The Contractor shall provide tracking, telemetry, meteorological, optical, and command and control services for flight vehicles. The flight vehicles include: orbital and suborbital rockets, aircraft, satellites, balloons and Unmanned Aerial Vehicles (UAVs). The contract will provide real-time display and capture of mission-specific flight data..

Collective Bargaining Agreement between contractor: Harris Corporation, and union: International Association of Machinists and Aerospace Workers Local 2552, effective 8/9/2016 through 8/8/2019.

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

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

LOCAL LODGE 2552

DISTRICT LODGE 74

COLLECTIVE BARGAINING UNIT # ONE (1)

and

Harris Corporation
NASA Contract No. NNG10WA14C

08/09/16 THROUGH 08/08/19

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AGREEMENT

The Agreement made this July 21, 2016 by and between Harris Corporation (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, District Lodge 74, Local Lodge 2552, (hereinafter referred to as the "Union"), covering certain employees of the Company employed at the National Aeronautics and Space Administration at the Wallops Flight Facility, Wallops Island, Virginia, and assigned under NASA Contract No. NNG10WA14C and its successor contracts as successor contracts are defined under the McNamara-O'Hara Service Contract Act.

ARTICLE 1
RECOGNITION AND CERTIFICATION

A. It is hereby agreed that the parties hereto desire to enter into an 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 disputes and grievances that may arise affecting the employees covered hereby.

B. The Company agrees to recognize the Union certified by the National Labor Relations Board on June 14,1974, (Case No. 5-RC-8827) as the exclusive collective bargaining agent for all of its employees as stipulated in the Board's Certification of Representation (and employed at the Wallops Flight Facility, Wallops Island, Virginia under NASA Contract NNG10WA14C and its successor contracts as successor contracts are defined under the McNamara-O'Hara Service Contract Act), as follows: "All Maintenance and service employees including plant clerical employees employed by the Company at Wallops Island, Virginia, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

ARTICLE 2
UNION ACTIVITY AND DISCRIMINATION

A. The Company and the Union mutually agree that there shall not be any discrimination, interference, restraint or coercion by either party against any employee because of his/her membership or non-membership in the Union.

B. There shall be no discrimination by the Company or the Union against any employee because of race, gender, sexual orientation, religion, creed, color, national origin, citizenship, age, disability, veteran status, protected by applicable federal, state, local law, and regulations. There shall be no harassment or discrimination against any employee.

C. Each employee shall adhere to the provisions and intent of Section B of this Article, in his/her dealings with fellow employees, suppliers and customers of the Company

under its contract No. NNG10WA14C and its successor contracts as defined under the Service Contract Act.

ARTICLE 3
UNION REPRESENTATION

A. The Company will recognize two (2) Stewards and one (1) alternate, who shall be selected from the group of full time employees within the Bargaining Unit who have satisfactorily completed their probationary period; the Union will specify the selected Stewards in writing to the Company.

B. In exercising their responsibilities to the Bargaining Unit employee, the Stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company, and not unduly interfere with the performance of the Company's contract with NASA.

C. The Stewards shall, prior to leaving their work stations, receive permission from the Program Manager or his/her designated supervisor(s) to do so, and shall report back to said Program Manager or Supervisor(s) upon return to his/her work station.

D. Upon prior notice to the Program Manager, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, and to ascertain if the Agreement is being adhered to. It is expressly understood and agreed that in the event the authorized agent of the Union wishes to see an employee or employees in the Bargaining Unit, the Union shall first advise the Program Manager of the name(s), and the Program Manager shall determine if such employee(s) can be released from their respective stations without undue interference in the performance of the Company's responsibilities under its contract with NASA, and shall advise the Union of such employee(s) availability.

E. Stewards shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work that they are qualified to perform. In the event the Stewards are laid off or terminated (for lack of work he/she is qualified to perform) they shall be the first recalled when work they are qualified to perform becomes available.

ARTICLE 4
MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Company shall have the full and exclusive right of management of its business, including preexisting rights it has by law.

ARTICLE 5
UNION DUES

A. The Company agrees to deduct Union Dues or service fees levied by the International Association of Machinists and Aerospace Workers from the pay of each employee who is or who makes application to become a member of the Union, or elects to pay a service fee, within the scope of the Bargaining Unit as covered by the Agreement, utilizing the I.A.M. Membership and Dues Check-off Form MR-OOI-09 as amended from time to time and provided by the Union, authorizing the Company to do so.

B. All employees may make application for membership or to pay applicable service fees after the first 1st day of employment.

ARTICLE 6
SAVINGS CLAUSE

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

B. Upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. In the event the parties are unable to agree upon such substitute provisions the dispute may at the request of either party be referred to arbitration for settlement but the power of the arbitrator shall be restricted and limited to determining substitute provisions to provide for the same specific objective and purpose of the provisions rendered or declared illegal.

ARTICLE 7
INITIAL REVIEW PERIOD

A. An employee who has never accrued seniority under this agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in initial review status until completion of 6 months employment. An employee in initial review status shall be entitled to all benefits. An employee in initial review status shall covered by the terms and conditions of this Agreement with exception to the following. The discipline or discharge for cause as determined solely by the Company, of an employee who is in initial review status shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8
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 not be any strikes, sympathy strikes, sit-downs, slow-downs, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no officer, agent, representative, steward or member of the local Union or the Union shall ever authorize, call, participate in, instigate, aid, condone or acquiesce in any such actions and that no employee covered by this Agreement shall participate in any of such actions.

B. Any employee who engages in any form of activity prohibited by this Article may be subject to appropriate disciplinary action, including termination.

ARTICLE 9
EMPLOYEE RESPONSIBILITIES

A. Employees within the Bargaining Unit shall be assigned to and answerable to the Program Manager, or in lieu thereof a supervisor or supervisors who shall be designated in writing and who shall be responsible for assigning work, approving absences, and initiating and taking disciplinary actions. Additionally the site or area leaders, as designate by the Program Manager, shall be responsible for the assigning of work and scheduling absences. No employee shall be subject to discipline for refusing to carry out the instructions of other than said designated leads and appropriate government authorities. The Company will not discipline employees when employees receive conflicting instructions.

B. Failure to comply with the requirements for a clearance or denial or withdrawal of such clearance by such governmental agency shall be just cause for discharge of any employee without further recourse by the Union under the terms and conditions of the Agreement.

C. All employees and managers will abide by the Company's Anti-Harassment Policy that all employees receive and acknowledge on the date of hire, and that may be modified by the Company periodically.

ARTICLE 10
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 safety equipment as may be required and provided by the Company. The employee will be responsible for reasonable care of customer and/or Company furnished

equipment and will use his/her best efforts to notify the Company of any sabotage or willful damage to Company, customer or employee property or materials. Protective clothing and safety equipment furnished by the Company remains the property of the Company and each employee shall be responsible for proper use and care thereof.

B. Those employees required by the Company to wear safety shoes in the performance of their job will reimbursed for the purchase of such shoes to a maximum of $150.00 on an as required basis as determined by the Company.

C. Those employees required by the Company to wear prescription safety glasses shall be reimbursed for one pair of safety glasses per year. Damaged or unusable glasses will be replaced as necessary.

D. When an employee is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the regular scheduled shift on which the injury occurred.

E. 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 and the employees' time missed from work to obtain the examination, but such time shall not be considered hours worked for purposes of overtime.

F. 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/she is qualified and which he/she is able to perform. Qualifications of the employee to perform other work shall be determined by the Company.

G. If the Company and the Union are unable to reach agreement, the Company may then reassign the employee to available work for which he/she is qualified or be released from the service of the Company. Disputes arising from the provisions of this paragraph shall be subject to the Grievance procedure.

H. A Steward shall be a member of any Company Safety Committee designated to investigate personnel accidents, injuries and/or unsafe conditions. If any employee is injured on the job, the Company will notify a Union Steward as soon as possible.

I. The Company and the Union encourage employees to submit to the Company written suggestions for improvement of conditions relating to job safety.

J. 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 11
GRIEVANCE AND ARBITRATION

A. It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by a conference between the Program Manager and the employee involved, provided a Union representative is present. A working problem or personal grievance is defined to be a controversy between any employee, or group of employees, and the Company involving the interpretation or application of provisions of this Agreement or supplements thereto, only. 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 purposes of this Article a formal grievance under this Agreement is defined as a written statement by the Union, an individual employee, or group of employees (herein after 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 within the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed.

C. Both parties agree to exert an earnest effort to settle such grievances through the following steps:

Step 1. Any matters of contention between an employee(s) of the Union, and the Company, shall be initially discussed between the employee(s) involved, a Steward and the appropriate Company Supervisor. If such matter is not resolved at this informal step, the aggrieved party(s) shall move to step 2.

Step 2. The Steward shall reduce the grievance in writing to the Program Manager within five (5) working days, from the date that Step 1 was completed. When the grievance is presented to the Program Manager, he/she will have five (5) working days to respond in writing to the Steward. The Steward shall indicate his/her acceptance or rejection of the decision.

D. In the event the grievance is not satisfactorily disposed of by recourse in Step 2 of this Article, then the Union may, within thirty (30) calendar days after receipt of the Company's response request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial arbitrators from which the Union and the Company shall choose one to hear the grievance. Upon receipt of the said list of seven (7) arbitrators the Company shall first strike two names from the list followed by the Union striking two names and then the Company strikes one name and then the Union strikes one name. The remaining un-struck name shall be the name of the Arbitrator who shall hear the grievance. For subsequent issues to be arbitrated, the parties shall alternate who strikes the first two names offered by FMCS.

E. The arbitrator shall not have the authority to alter, amend, add to, modify or change the terms and provisions of this Agreement and his/her decision shall be limited to the

particular grievance in question. The arbitrator's decision shall be final and binding upon the parties.

F. The Union and the Company shall equally share the expenses and fee of the neutral arbitrator, including any mutually agreed upon services relating to the arbitration proceedings. 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 hearing. The number of employee 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.

G. All time limits prescribed herein may be extended by mutual written agreement of the parties. Failure of the Company to respond to a grievance within the time limits set forth herein shall constitute a basis for the Union to escalate the grievance to the next step. Failure of the Union or the employee to process the grievance to the next step shall render the subject grievance, and any associated claims, void, and any further action on the subject grievance or the said associated claims shall be barred.

H. 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 Grievant would otherwise have earned less any unemployment compensation, substitute earnings or other compensation whatsoever the Grievant earned during the period of discharge or suspension. The Company shall have the right to require the Grievant to produce any records, which shall evidence such compensation.

I. Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his/her supervisor(s), the Program Manager, or any other official of the Company, but there shall be no formal grievance until it has been reduced to writing. The Union agrees that neither a Steward nor other Union officials shall solicit grievances.

ARTICLE 12
SENIORITY

A. Job classification seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employer's latest date of classification into his/her current job classification, and shall be recognized on an individual job classification basis.

B. Bargaining Unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a Bargaining Unit wide basis.

C. The Company shall furnish the Union, upon request, but in no event more than once each six (6) months, with an accurate seniority list of all employees in the Bargaining Unit by job classification. Such list is to include the name, classification, latest date of

hire, and wage rate of each employee. The Union shall be given written notification of all new hires within ten (10) days of the new hires start date. The Company will provide the Seniority List to the District Office provided the Seniority List is treated as Company proprietary.

D. In administering this Agreement, seniority shall be defined first as job classification seniority (Engineering Tech, Senior 2, Senior, Journeyman, Junior and Helper) and then Bargaining Unit seniority, in that order. Bargaining Unit seniority within a job classification shall be the determining factor in effecting layoffs, recalls, promotions, demotions, and in respect to other working conditions where specifically stated in this Agreement. An employee replacing another employee as the result of a bump must be able to perform the job with normal orientation but without training.

E. Seniority shall be canceled and terminated upon the happening of any one of the following events:

1. Employee quits.
2. An employee is discharged.
3. An employee fails to return to work within ten (10) working days of a notice of recall given by the Company by registered or certified mail, and sent to the last known address of the employee.
4. An employee is absent without previously notifying the Company, except in cases of extenuating circumstances.
5. An Employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances.
6. An employee engages in other employment during an unpaid leave of absence without obtaining the prior written permission of the Company.
7. An employee gives false reason for obtaining or extending 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 for twelve (12) months or is absent because of sickness or injury, or similar cause, for more than twelve months.
11. An employee is promoted or assigned to jobs outside of the Bargaining Unit covered by this Agreement.
12. Failure to obtain or maintain a required security clearance.

F. In making assignments to a permanent job vacancy or a new job, the Company shall consider the desires of the employees. A notice of any such vacancy or new job shall be posted by the Company. Any employee interested in such position shall, within seven (7) days of posting (during which time another employee may be placed in the vacant position) submit a bid notice to the Program Manager indicating his/her qualifications and position related work experience for such position. The Company shall consider those employees who have submitted a bid notice, and who meet the minimum qualifications as written in the job announcement, for such position. If the Company determines that one of the said employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. In the event the Company determines that more than one employee is equally qualified for such

position, as defined herein, the employee with the most seniority, as defined herein, shall be assigned such position. The Company shall notify in writing within seven (7) days of the closing of the posting, each employee bidding on a vacancy, and who met the minimum qualifications as written in the job announcement for the position, of the Company's decision concerning that vacancy. If the Company determines that no bidding employee is qualified for such position, then an employee shall be hired/transferred to fill the position. The Company's determination of "qualifications" shall be subject to the grievance procedure. During an employee's initial review period, the employee cannot bid on a job opening. At the end of the posting period when there are no satisfactory applications from employees who have satisfied the period, the new employee may then apply for the opening.

G. Any employee who is awarded a job opening shall undergo a ninety (90) workday trial period in the new position to which he/she is assigned. If, during the trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he/she shall be returned to their previous position, or its equivalent, and shall receive the applicable rate for such position. 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 one (1) year. Any disputes under this paragraph (G) shall be subject to the grievance and arbitration procedures.

H. When a reduction of working forces becomes necessary, employees shall be retained by the Company in accordance with the definition of seniority set forth in this Article, and according to the number of employees the Company determines is necessary within each job classification for the reduced operations contemplated by the Company. Recall of employees shall be accomplished by the same procedure in reverse. Notification of openings for recall shall be given by the Company by registered mail to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his/her to return to work. A copy of such notice shall also be sent to the Union. If no response is received by the Company within ten (10) days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of all obligations indicated in this paragraph.

I. Any employee within a particular job classification who is affected by a layoff within his/her job classification shall be able to bump. Bumping shall be based first upon bargaining unit seniority, any less senior employee in any like or lower rated job classification where the employee seeking to bump a less senior employee is qualified for the position in the like or lower rated job classification. When increasing the work force, those employees who were reclassified at the time of layoff will be returned to their former classifications in line with their seniority as openings occur.

ARTICLE 13
HOURS OF WORK

A. The work week shall consist of seven (7) days beginning 12:01 am. On Monday and ending at 12:00 midnight the following Sunday.

B. The workday shall be defined as a period of twenty four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

C. **Range Employees:** The regular work shift for Range employees shall consist of eight (8) consecutive hours of work in a workday, scheduled on five (5) workdays, normally Monday through Friday, exclusive of an unpaid meal period of thirty (30) minutes. The regular work shift but not necessarily the only work shift, shall commence at 8:00 am and end at 4:30 pm. Range employees will have the option to flex their normal shift up to 60 minutes within a normal shift. The Program Manager or his/her designated supervisor(s) must approve modifications to the employee's normal shift in advance. Shift premium will not be paid for the 60 minutes that fall outside the employee's normal shift. It is understood that an employee's flex schedule will not interfere with range operations and can be revoked at any time by the supervisor(s) or Program Manager.

D. The pay week will begin at 12:01 on Monday and end at 12:00 midnight on the following Sunday.

E. Pursuant to the operational needs of the Company, the Company reserves the right to schedule employees outside of the regularly scheduled work shift, and the right to implement different shifts than those set forth herein, or to change the time periods within which shifts will commence, and where possible shall give the affected employee(s) twenty-four (24) hours' notice, of any such change.

F. In the event that the work shift schedule or any other working schedule is changed, modified or amended by the customer, then the working hours for the employees so affected shall be changed to conform with the customer directives. In the event a customer directed working schedule change occurs, and as a result of that working schedule change an employee's total regular hours recorded (regular work, holiday, sick and vacation hours) for the pay week is less than 40 hours, then the employee shall be paid at his/her base pay rate for the number of additional hours needed to bring the total hours paid for the week to 40 hours, provided that the Company is reimbursed for the hours by the customer.

G. The Company shall have the right to institute nonstandard schedules to meet workload requirements, but will not change work hours arbitrarily. Where possible, employees will be given twenty-four (24) hour advance notice of changes in the regular work schedule.

H. An employee, in the absence of notice not to report to work, who reports for work on his/her regularly scheduled shift and for whom the Program Manager determines there is no work available, except when such lack of work is due to an act of God, sabotage, national emergency, or picketing directed against the Company, or other circumstances beyond the control of NASA or the Company, shall receive a minimum of four (4) hours pay at this straight time base rate. Under this paragraph only the hours which are worked shall be considered as time worked for purposes of computing overtime.

ARTICLE 14
ABSENCE FROM 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 the Program Manager or the designated lead(s). 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 for work as scheduled, or who expects to report to work late, to notify the Program Manager and/or his/her designated lead(s) of the reasons thereof, indicating when he/she expects to report to work. Employees absent will make every reasonable effort to notify the Program Manager and/or his/her designated lead(s) within one (1) hour before their scheduled starting time.

C. Employees may be granted time off with pay 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 15
SICK/PERSONAL LEAVE

A. An employee who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under any worker's compensation statute shall be entitled to accrue sick/personal leave, up to a maximum of eighty (80) hours per contract year. The Company reserves the right to require proof of illness for any period of sick/personal leave exceeding three (3) days.

B. Eligible employees will accrue sick/personal leave to a maximum of eighty (80) hours per contract year, accrued at the rate of 1.54 hours for each complete week actually worked by the employee during the contract year.

C. An employee may request sick/personal leave provided he/she receives the prior approval of the Program Manager and/or his/her designated lead(s), and further provided the employee has sufficient sick/personal leave hours accrued pursuant to

the provisions of this Article, and further provided that said time off does not unduly interfere with the operations of the Company. Said sick/personal leave may be extended provided the employee has sufficient hours accrued pursuant to this Article, and further provided the employee receives sick/personal leave.

D. Any unused sick/personal leave shall be carried forward to the subsequent contract year(s).

ARTICLE 16
LEAVE OF ABSENCE

A. **Leave of Absence -** To the extent permitted by workload commitments, an employee covered by this Agreement will be granted a leave of absence, without pay, for a period not to exceed twelve (12) months. When circumstances permitted, applications in writing for such leave of absence, stating the reasons therefore, must be submitted to the Program Manager no less than two (2) calendar weeks prior to the first work day of such requested leave. At the discretion of the Company, extended leaves of absence may be granted for good and sufficient cause, when circumstances permit.

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 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 thirty (30) days and the Company will pay the difference between military reserve duty pay and the employee's regular base pay up to fifteen (15) days per year provided the employee has completed twelve (12) months of employment. Employees must present to the Program Manager a copy of military orders or other certification stipulating the period of service and submit certification as to military pay and allowances received.

D. **Funeral Leave -** In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of five (5) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be the spouse, domestic partner, children, stepchildren, parents, stepparents, brother, sister, grandparents, grandchildren, spouse's parents, half- brothers and half -sisters. In the event other members of the family should die, the employee will be granted a maximum of two (2) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Other members of the employee's family shall be brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts and uncles, and spouse's grandparents. Pay for all such time shall be at the employee's base straight time rate. The Company may require proof of death under this Article.

E. **Jury Service -** When an employee is necessarily absent from his/her 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/she shall be granted pay for those hours during which he/she is necessarily absent from his/her regular work shift, less any fee or other compensation paid to him/her by the court for such service.

1. Pay for such 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 regular 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 such time lost shall not, for any employee, exceed a total of hours equal to thirty (30) regular eight (8) hour workdays in anyone (1) calendar year, less any fee or other compensation paid to him/her by the court for such service.

3. To be eligible for payment of jury service pay, an employee must notify his/her Program Manager no later than the completion of his/her regular work shift following receipt by him/her of such notice or summons. Further, he/she shall be ineligible to receive jury service pay until such time as he/she 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/her by the court for such jury duty and provided the hours of jury duty occur during the individual's regularly scheduled shift or as otherwise provided herein.

    a. If a first shift, sometimes known as day shift, employee is released by the Court by 11:00 am, he/she shall be required to report to work after release from jury duty. If a day shift employee is released by the Court after 11:00 am, he/she shall be required to work his/her next scheduled workday.

    b. If a second or afternoon shift employee is released by the Court by 12:00pm, he/she shall be required to work his/her scheduled shift. If a second or afternoon shift employee is released by the Court after 12:00 pm, he/she shall not be required to work his/her scheduled shift on that day.

    c. A third shift employee shall not be required to work his/her scheduled shift immediately prior to his/her first morning of jury duty. If a third shift employee is released by the Court by 4:30 pm, and not scheduled for jury duty the following day, he/she shall be required to work his/her scheduled shift that night. If a third shift employee is released by the Court after 4:30 pm, he/she shall not be required to work his/her scheduled shift that night.

F. **Union Business Leave -** Upon furnishing the Company reasonable advance notice, wherever possible two (2) weeks, employees will be granted leave of absence without pay for the purpose of Union business. Such leave is limited to thirty (30) 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 one (1) employee at any given time and further limited to one (1) leave per month. During leaves of thirty (30) days or less, employees shall retain, and continue to accrue seniority. However, if two (2) delegates are elected to attend the Virginia State Council of I.A.M.& AW, they shall be allowed, work load permitting, to attend the council.

G. **Maternity Leave** - Maternity leave shall be treated as any other disability and will be covered under the applicable disability plan.

H. **Administrative Leave -** Employees shall be given paid time off for all periods of time which are declared as administrative leave periods by NASA Wallops Flight Facility for contractor personnel. It is to be noted, however, that critical functions will be manned as required by Company personnel. Employees working on such administrative leave days will be paid at two (2) times their regular straight time rate for all hours covered by the administrative leave period. For extended periods, such· as consecutive days, all intervening hours shall be considered as administrative hours for computing pay.

I. **Seniority Rights -** Employees on approved leaves of absence of two (2) calendar weeks or less in duration shall not suffer any loss of seniority or any seniority right under this Agreement. Employees on approved FMLA leave shall not suffer any loss of seniority, or any right covered under this Agreement for the duration of his/her approved FMLA leave. Employees on approved leaves of absence of more than two (2) calendar weeks, but (12) months or less, shall maintain levels of seniority existing at the commencement of said leave. Employees returning from a leave of absence of more than two (2) calendar weeks, but (12) months or less, shall be restored to their former job, or its equivalent, providing such job exists. In the event no such job exists, the returning employee shall have the right to displace another employee with less seniority in the job for which the returning employee is qualified, as determined by the Company in its sole discretion.

J. **Temporary Employees -** Employees hired to replace employees on approved leaves of absence shall be hired in a temporary status. Employees returning from leave of absence shall have the right to displace such temporary employees. Employees hired on a temporary basis shall be so advised by the Company at the time they are hired. Temporary employees will be treated as initial review employees (re: Article VIII) except they will receive no benefits.

    1. The Company shall adhere to the provisions of the Family Medical Leave Act, as provided for and/or modified by statute or interpretation by a court of competent jurisdiction.

K. Bargaining Unit employees requesting LWOP during a transition to a successor contractor shall not lose vacation accrual, sick/personal leave accruals, or seniority

rights. The maximum amount of LWOP an employee may use during this time is two (2) weeks. Employees may only use this leave during the first three (3) months with a successor employer.

ARTICLE 17
HOLIDAYS

A. The following are designated as holidays:

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

B. Should any of the above holidays fall on Saturday or Sunday, the Company will observe as the holiday the day determined by NASA Wallops Flight Facility.

C. Employees are eligible for holiday pay, provided that they work, or are on authorized paid leave during their full shift on the last scheduled workday preceding the day the holiday is observed, and the first scheduled workday following the day the holiday is observed.

D. An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours pay, exclusive of all premiums, at his/her straight time base rate of pay.

E. An eligible employee who is required to work on the day observed as a holiday shall receive two (2) times his/her straight time hourly base rate of pay for all hours actually worked on that day, in addition to eight (8) hours pay at his/her regular straight time base rate of pay. An employee who is required to work on the day observed as a holiday and who does not report to work shall be subject to disciplinary action and shall be ineligible for benefits under this Article for that holiday, unless the failure to report to work was beyond the reasonable control of the employee.

F. In the event NASA Wallops Flight Facility is closed or administrative leave is granted to federal employees by the Government for any reason, the following shall apply:
   - Employees shall be granted all time off that is granted to federal employees.
   - Any employee who is scheduled but unable to work due to base closure shall be paid for the hours lost due to base closure at his/her regular straight time base rate (Base Closure Pay).
   - Any employee deemed to be essential who is required to work and performs work during the base closure shall be paid for actual hours worked in addition to Base Closure Pay.
   - If the Company is not reimbursed by the Government or the Prime, Base Closure Pay does not apply.

ARTICLE 18
VACATIONS

A. Each regular full time employee shall earn vacation for each complete calendar week paid. The amount of vacation which an employee will earn for each calendar week shall be determined by the number of years of continuous service completed by the employee from his/her most recent date of hire, as defined by the provisions of the Service Contract Act, in accordance with the following chart:

Weekly Accrual Rate	Annual Allotment	Years of Service
1.54 hours	80 hours	1st through 4th years
2.31 hours	120 hours	5th through 10th years
3.08 hours	160 hours	11th & succeeding years

B. The Company shall retain the final right to approve, deny, Schedule and cancel all vacations. If two (2) or more employees request the same vacation date(s) and the Company determines to approve some but not all such vacation request for such date(s), the request of the senior employee(s) shall be honored. Request for vacation will be returned either approved or disapproved within five (5) workdays from receipt. Once an employee's vacation request is approved it will not be overridden by a request from a more senior employee of the same time frame. The Company shall reimburse the employee for unrecoverable funds due to a direct cancellation of approved leave by the Program Manager.

C. An employee, whose designated job classification is listed in Appendix A of this Agreement, shall be compensated for vacation at the straight time base rate of pay for the designated job classification at the time the vacation is taken.

D. Paid holidays falling within an employee's authorized and previously scheduled vacation period, shall not be charged to that employee's vacation account.

E. Eligible employees shall accrue and vest vacation by pay period in accordance with the accrual schedule set forth above. Prior to the end of each pay period, the employee shall have the option of; selling back to the Company vacation leave (in minimum of forty (40) hour increments), using the vacation leave at a time mutually convenient to the employee and the Company, or carrying the vacation leave forward up to a maximum of three (3) times the employee's yearly accrual rate.

F. An employee who leaves the employ of the Company will be paid for accrued, unused vacation at his/her straight time hourly rate.

G. Vacation leave time may not exceed three times the employee's annual accrual rate at any time. Any vacation leave accrued in excess of three times the employee's annual rate shall be paid to the employee.

H. If, due to work load requirements and operational needs of the Company, an employee is unable to schedule his/her vacation, and the said inability to schedule the vacation

results in an employee having accrued more than three times the employee's accrual rate of vacation hours it is agreed that the employee(s) so affected shall have an additional sixty (60) calendar days to reduce his/her vacation accrual to the maximum.

I. Employees may, due to humanitarian reasons, donate vested vacation leave to other Bargaining Unit employees who have insufficient leave, subject to applicable law, including IRS requirements regarding taxation of accrued and/or donated leave. This donated leave will be converted in a manner so that the Company will incur no additional financial cost.

ARTICLE 19
WAGE RULES

A. The rates set forth in Appendix 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 Appendix A, is created, the wage rate therefore, shall be determined by negotiation between the Company and the Business Representative of the Union.

C. Pay increases or decreases shall become effective on the date of implementation of a new classification.

D. Payday is to be Friday by 4:30 pm for the two weeks period ending in the previous calendar week. If Friday is a holiday, Thursday is to be payday. A payroll checks delivery delay caused by the U. S. Mail or other carrier shall be deemed an act beyond the control of the Company.

E. Employees temporarily assigned by the Company to work during hours other than their regularly scheduled working and/or shift hours, shall be paid a premium of twelve percent (12%) of his/her regular straight time hourly rate for all hours worked outside of their regularly scheduled working hours. The twelve percent (12%) premium will not be paid for any hours for which an employee is compensated at his/her overtime rate of pay. No premium payment of any kind shall be made to any employee who has requested an assignment outside of his/her regularly scheduled working and/or shift hours. For purposes of this paragraph, a temporary assignment shall be defined as an assignment of thirty (30) working days or less.

F. Employees designated as leads shall receive a premium paid at eight percent (8%) of his/her regular straight time hourly rate.

G. Employees who are called back and required to work after completing their normal work day, or called in on a day on which they are not scheduled to work, shall receive a minimum of one (1) hour of overtime work, and 3 hours of pay based on the employees regular straight time hourly rate.

H. It is agreed that the Company may exercise its Company Peer Recognition and/or other Management Rewards Programs at its discretion. The I.A.M.& AW further agrees that such Company Rewards shall not be subject to the grievance and arbitration process.

I. An employee required to call-in for work schedule information shall receive one (1) hour of pay at their regular hourly rate of pay. This Call-In Premium shall be paid in addition to any hours worked and shall be paid regardless of hours worked or not. Employees who are placed on “Standby” by management shall receive one hour of regular pay for every four hours on “Standby” regardless of whether or not the employee is called in. This is in addition to pay for any hours worked. Employees on “Standby” must be able to report to work within one (1) hour.

J. Off-duty employees who are not on “Standby” and who are given less that twelve (12) hours’ notice of assignment to work a shift shall be entitled to a premium of $5.00 per hour, in addition to any applicable overtime compensation, for all hours worked on that shift.

K. Employees on travel status away from Wallops Flight Facility requiring an overnight stay at the remote location will receive a field service allowance of $85.00 per day in addition to the employee’s applicable rate of pay for all regular and overtime hours charged while on travel.

ARTICLE 20
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 guarantee of any specific overtime hours for any employee, either per day, per week, or per year.

B. It is recognized and agreed that from time to time overtime work may be necessary, and provided reasonable advance notice is given (except in emergency situations, not later than Friday when the overtime involves Saturday and Sunday work, or not later than the end of the regular shift on the day preceding the day on which overtime is to be worked when the overtime involves the extension of a shift), the Company may assign employees to work overtime. Such assignments will be made in a fair and equitable manner, based on the employee's classification.

C. Nothing in the Agreement shall be construed as requiring the Company to call in employees for overtime work when qualified employees are on the Company premises.

D. An employee not excused by the Company from performing assigned overtime, who refuses to report for such overtime will be subject to appropriate disciplinary action.

E. All Range employees not assigned to shift work shall be paid his/her regular* straight time hourly rate plus (50%) of his/her regular* straight time hourly rate for all those

hours worked in excess of eight (8) hours on any work shift, all hours worked consecutively in excess of eight (8) hours in a twenty four (24) hour period, all hours worked in excess of forty (40) hours in a work week, or all hours actually worked on Saturday. Any work performed on a Sunday shall be compensated at two (2) times his/her regular rate of pay.

F. No overtime shall be worked except by the direction of the Program Manager and/or the designated Company Supervisor(s), unless said overtime is part of an employee's regular work shift and/or schedule. There shall be no pyramiding of overtime and/or any other premium payments.

G. When an employee works overtime, his/her regular hours of employment for the week in which said overtime occurs shall not be reduced *because* of said overtime. Paid time off shall be considered as hours worked for purposes of computing overtime.

ARTICLE 21
HEALTH, WELFARE AND PENSION

A. The parties have mutually provided for an Insurance Program, and no matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement. Should the cost of H/M/S benefits increase in the future, above the current level, all such cost increases shall be shared equally by the Company and the employees.

B. Should the insurance benefit cost increase, the Company will:

1. Notify the Union as soon as the Company becomes aware of such increase. The company will make every effort to provide no less than thirty (30) days advance notice of such increase and provide the Union with the reasons, given by the Carrier justifying the need for an increase or changes in the levels of coverage.

2. If increased employee contributions become necessary such increased deductions will become effective the first pay period following the increase.

3. The Company and the Union will work together to minimize the impact of any cost increases or changes in benefit levels of coverage. In addition, once a year, employees may elect to discontinue any of the elements of the insurance program except for the medical coverage.

The Company and the employee will share health and dental premiums 80%/20% respectively starting with the first full pay period of 2015 and 75%/25% with the first full pay period of 2016.

C. **Pension Plan** - the Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this

Agreement as follows:

- $2.50 per hour effective January 1, 2017, up to a maximum of forty (40) hours per week.
- $2.75 per hour effective January 1, 2018, up to a maximum of forty (40) hours per week.
- $3.00 per hour effective January 1, 2019, up to a maximum of forty (40) hours per week

D. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives vacation pay in lieu of time off. Contributions for a new, probationary, full-time employee are payable from the first day of employment. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time. The parties acknowledge that the Trustees of the I.A.M. 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 this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The Company may evaluate, at its option and at no cost, the annual 5500 report of the National Pension Fund and the most recent actuarial statement that shows the plan's unfunded vested liability of the year. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

E. **401k Plan** - The Company agrees to sign and to be bound by the I.A.M. 401k Plan Standard Contract Language, and to withhold and remit contributions as elected by the employee, on behalf of each employee of the Bargaining Unit who makes an election, in the manner as prescribed in the Standard Contract Language of the I.A.M. 401 k Plan.

F. **Severance Pay** - The Company shall pay two weeks (80 hours) of severance pay to any employees that are laid off, or terminated, at the termination of the Company's current contract and not employed by the successor contractor.

ARTICLE 22
TRAVEL

A. Travel pay for all travel by employees in performance of their duties under contract NNG10WA14C, shall be in strict accord with the current Standard Government Allowances for per diem and associated travel expenses (Office of Personnel, Joint Travel Regulations). However, the employee may elect to utilize the Fixed Daily Allowance (FDA) as spelled out in Company Policy except where special arrangements are provided by the Government (i.e., Government provided housing, etc.). In no case shall reimbursement be allowed in excess of current Government allowance on in violation of applicable NASA Travel Regulations.

B. The Company shall be responsible for providing transportation to and from the airport. In lieu of providing said transportation the Company will reimburse the employee for all parking fees and personal mileage.

C. Employees, while on travel, shall be paid for all hours spent in transit to and from home and their TDY work location.

D. It is agreed that employees will receive travel pay and per diem prior to departure. Normally, notification shall be given no less than five (5) working days prior to departure.

E. Employees shall be permitted up to four (4) hours off with pay if notification is less than twenty-four (24) hours.

F. Employees required to use their personal vehicle to perform work will be reimbursed for mileage at the standard government rate.

G. Employees traveling to McMurdo to perform maintenance shall receive an additional hardship service allowance of twenty five percent (25%) of their regular straight time rate for a maximum of seventy (70) hours worked per week at the site.

H. With pre-approval by the Program Manager, employees travelling twelve (12) consecutive hours or more shall have the next scheduled working day off with pay upon their return from deployment. This day off is paid at the rate of eight (8) hours straight time, not to be included as hours worked.

ARTICLE 23
HAZARDOUS DUTY

A. Hazardous duty pay will be compensated at the rate of 50% of the employees regular straight time hourly pay, paid at a minimum of one hour increments for the entire period of exposure, only when performed pursuant to prior approval of the Program Manager, or designated supervisor(s).

B. Hazardous duty shall include:

1. Work on any structure at least fifty (50) feet or more above the ground, deck, floor, or roof, or from the bottom of a tank or pit.
2. Work at a lesser height (50 feet or less) where the footing is unsure or the structure is unstable; or if scaffolding, enclosed ladders or other similar protective facilities are not adequate, i.e., working from a swinging stage, boatswain chair, and similar supports; or if adverse conditions such as darkness, rain, high wind, icing, lightning, or similar environmental factors render working in such conditions hazardous.

ARTICLE 24
DISCIPLINE

A. Disciplinary action shall be initiated by the Company for just and sufficient cause and, where appropriate, the principle of progressive discipline shall be adhered to.

B. The following steps shall constitute progressive discipline, where applicable, for any disciplinary action taken:

1. 1st Offense: Verbal warning by designated supervisor/management. Notification of such is placed in their personnel file with a copy to the employee.
2. 2nd Offense: Written warning
3. 3rd Offense: Suspension, without pay of up to five (5) work days.
4. 4th Offense: Discharge.

C. The Company shall have the right to discharge any employee for just cause. However, the Company will not discharge any employee without an appropriated warning notice, except for major offenses, which include, but are not limited to, stealing, drinking, possession of alcoholic beverages or illegal substances during working hours or on Company premises, fighting, gambling, direct insubordination, refusal to carry out the order of the Program Manager, any Supervisor, or falsifying Company records, excessive lateness and/absenteeism, refusal to perform the technical duties of the requirements of the employees respective job classification, or flagrant safety violation.

D. There shall be a one (1) year reckoning period for any warning notice issued. Warning notices shall be considered removed from an employee's record one (1) year from the date of issue of said warning notice for purposes of the Collective Bargaining Agreement.

E. An employee covered hereby may be represented by his/her Steward and any other authorized officials of the Union, at any and all conferences with the Company at which disciplinary action is taken.

F. Nothing in this Agreement shall be construed to prevent supervisory personnel, or

other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right to have Union representation present.

G. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a Steward before leaving the work place. An employee who is discharged must file, within five (5) working days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.

H. Nothing in this Agreement shall excuse an employee from complying with lawful directives and instructions issued by the Company; however, this will not negate the employee's right to thereafter grieve such action, if the employee was otherwise entitled to grieve such action.

ARTICLE 25
FINALITY

A. This Agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral or other Agreements and/or Understandings between the parties, including but not limited to, agreements or understandings resulting from the past practice of the parties. This Agreement shall be deemed to have incorporated all matters considered by the parties to have been an appropriate subject of bargaining.

B. This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered or modified in any manner except by the written agreement of the authorized representative of the parties hereto.

ARTICLE 26
CROSS-CLASSIFICATION WORK
(CROSS CRAFTING)

Although employees may expect their work assignments 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. Cross training and cross utilization may be done between job classifications and work areas. Employees will not be cross utilized in a different job classification without appropriate training. Individuals interested in receiving cross training may submit a written request for management to consider. 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/her normal classification, he/she shall be temporarily promoted to the higher level position. In the event an employee is assigned work temporarily in a classification lower than his/her normal classification he/she shall receive his/her regular

rate of pay. An employee who is temporarily assigned to another job classification will be paid a cross crafting premium of $1.50 per hour for the hours spent cross crafting. During the period the employee is assigned multi-classification work, he/she shall retain his/her job classification seniority.

ARTICLE 27
TRAINING/TUITION REIMBURSEMENT

The Company agrees to reimburse employees the cost of college tuition for any course directly related to the employee's job duties, or associated with the obtaining of a degree directly related to the field of present employment. No employee shall be allowed to participate in more than two (2) courses during anyone (1) semester. Any employee desiring to participate in this program must first notify the Program Manager of the course synopsis, and receive the prior written approval of the Program Manager as to whether the employee shall be entitled to reimbursement of tuition costs, as well as the cost required books and/or other required materials, up to a maximum of $5,000 per calendar year. Reimbursement of tuition cost shall only be given where the employee has obtained the prior written approval from the Program Manager, and where the employee has received a grade of "C" or better for undergraduate classes (2.0 on a scale of 4.0) or a grade of “B” or better for graduate classes or has successfully completed the training and obtained a certificate of such. Failure to obtain the prior written approval of the Program Manager, and failure to obtain the requisite grade as required by this paragraph shall be sufficient grounds for denial of the employee's request for reimbursement.

ARTICLE 28
DRUG POLICY

A. The Union and the Company agree to establish a drug free work place in accordance with the ROC contract requirements. Both recognize the requirement for an employee to be drug free as a condition of employment or continued employment. The Company and the Union are committed to this end, to foster safety, productivity, and compliance with Federal, State, and Local statutes. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work place.

B. All current and future employees, as a condition of employment or continued employment must sign and abide by the terms of a Notice and Consent Form (sample below) or other similar forms as they may be changed from time to time to comply with legislative statutes.

NOTICE AND CONSENT TO DRUG-FREE WORK PLACE

Pursuant to the Drug-Free Work Place Act of 1988, I _____ acknowledge that I understand the policy and commitment of the Company and the Union to provide a drug-free work place. I understand and agree with this policy and accept the same as

a condition of employment with the Company I further agree, as required by the Act, to notify the Company of any criminal drug statute violation occurring in the work place no later than five (5) days after such conviction, and accept the sanctions prescribed under the Act whereby the Company may terminate my employment within thirty (30) days of receiving notice of a conviction of any drug abuse violation, or may require my satisfactory participation in a drug abuse assistance or rehabilitation program approved by a Federal, State or local health, law enforcement, or other appropriate agency.

Dated this __ day of _____ , 201__.

Signature

Witness

C. In the event that a drug and alcohol testing program should be implemented, employees will be advised of the program at least seven days in advance of the program's effective date. The· Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a reputable testing laboratory and/or personnel certified and/or licensed by any Federal or State authority having jurisdiction therefore. Final sampling will be by one of the most accurate methods presently available.

D. Employees may be sampled for drug and/or alcohol use upon scheduled physicals or upon reasonable probable cause (including work-related accidents).

E. Random Drug Screening – All employees will participate in the Company's Random Drug Screening Program. Random Drug Screening will not include alcohol testing. Testing will occur on a random basis. A third-party will make the random selections.

F. A "positive" test result will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test result and will also be grounds for termination.

G. Compliance with the terms of this Article is a condition of continued employment.

H. The Company will contract with an NIDA-certified testing laboratory to perform the Drug Screen Urinalysis in accordance with current industry standards. A DOT drug panel will be utilized.

I. Employees will complete a drug screen form that requires the employee to list all over-the-counter medicines to inform the laboratory personnel of possible prescription

sources for positive results prior to providing a sample.

J. Once notified of selection for testing, employees on duty will report for testing immediately.

K. If the screening results return positive, the employee will be given the opportunity to obtain a second independent analysis at the employee's cost. The second analysis will be performed by a NIDA-certified Testing Laboratory that is mutually acceptable to the Company and the employee and will use the same sample that was collected and retained by the original Testing Laboratory. Pending receipt of the second analysis, the employee will be on suspension without pay. If the second analysis on the sample differs from the original test, a third analysis will be performed and paid for by the Company. An employee testing negative on his third analysis will be allowed to return to work with restoration of lost pay and reimbursement for the test paid by the employee.

ARTICLE 29
TEMPORARY EMPLOYEES

A. It is recognized that due to unusual workload demands or by government requirements, the regular work force may be inadequate to fulfill work requirements. However at no time shall the temporary work force exceed ten percent (10%) of the regular full time workforce. And in no case shall temporary positions be utilized in such a way as to prevent opening by posting and competitive bidding a permanent work position. Furthermore no temporary employee shall be placed in a lead position.

B. The Company shall not hire temporary employees when qualified fulltime employees are on lay-off except for unusual requirements placed upon the Company by NASA. In any event if it should become necessary to open a job classification position or create a new temporary position the Company shall first offer the temporary positions to all fulltime qualified employees who have been placed on layoff status within the proceeding twelve (12) months. If the temporary job offer is not accepted by a laid off employee then the Company shall fill the position from outside the workforce.

C. Surge Operation Support
   1. The Non Bargaining Unit surge support personnel will only work on a temporary basis during surge periods and will not replace existing Bargaining Unit staff.
   2. Bargaining Unit employees shall provide training to Non-Bargaining Unit personnel providing the temporary surge support.
   3. Paragraph A is amended to allow for a temporary workforce of greater than 10% during periods of surge support.
   4. The Company shall provide IAMAW advance notice of anticipated need for surge support. The Company shall provide such notification at least 30 days in advance, or as soon as reasonably possible after such notification is received from NASA. IAMAW acknowledges that the actual surge support start date may vary due to schedule changes by NASA.

ARTICLE 30
NON-BARGAINING UNIT EMPLOYEES WORKING

A. The Company shall 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, except for the training, emergency situations or for the use of temporary employees as described in Article 29.

B. No Bargaining Unit employee shall be expected to provide training that may allow non-bargaining unit employees except the Company temporary employees to do his or her job.

ARTICLE 31
SUCCESSOR CLAUSE

A. The provisions of this Agreement shall be binding on any successor contractor and all the terms and obligations herein contained shall not be affected or changed in any respect by a successor unless prohibited by law or regulation. 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 or acquiring jurisdiction over the work of this Bargaining Unit.

ARTICLE 32
DURATION

A. This Agreement shall become effective August 9, 2016, and shall remain in full force and effect until 12:01 a.m. on August 8, 2019 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 enter into a renegotiation, modification, or termination of this Agreement. Whereupon the parties shall mutually agree to meet within 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 terms and conditions herein.

Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be coterminous with this Agreement.

In Witness Whereof, the parties hereto have executed this agreement the day and date written above.

For
International Association of Machinists and Aerospace Workers
District Lodge 74, Local Lodge 2552

Larry Young, DBR/DL-74
Directing Business Representative

Art Mavromatis
Committee Member

Garry Tull
Committee Member

Alex McCullough
Committee Member

For
Harris Corporation

Ralph McConahy
Site Lead, Range Operations Contract

Danielle Johnston
Labor Relations Manager

Wanda Parker
Employee & Labor Relations Manager

APPENDIX A

Pay Rate as of the following Dates (the first pay period of October each year):

	3-Oct-16	2-Oct-17
	1.50%	1.50%
Clerical		
Clerk Typist	**$22.88**	**$23.22**
Hydro-Mech Tech		
Engineering Tech	**$34.08**	**$34.59**
Senior 2	**$33.10**	**$33.60**
Senior	**$31.17**	**$31.64**
Journeyman	**$29.21**	**$29.65**
Junior	**$27.25**	**$27.66**
Helper	**$22.75**	**$23.09**
Radar & Telemetry		
Engineering Tech	**$34.08**	**$34.59**
Senior 2	**$33.10**	**$33.60**
Senior	**$31.17**	**$31.64**
Journeyman	**$29.21**	**$29.65**
Junior	**$27.25**	**$27.66**
Helper	**$22.75**	**$23.09**
Data Quality (DQ)/Data Processing		
Senior Technician	**$31.09**	**$31.56**
Electronic Technician	**$29.76**	**$30.21**
Journeyman Technician	**$27.41**	**$27.82**

```
 REGISTER OF WAGE DETERMINATION UNDER  |  U.S. DEPARTMENT OF LABOR
   THE SERVICE CONTRACT ACT            |EMPLOYMENT STANDARDS ADMINISTRATION
   By direction of the Secretary       |  WAGE AND HOUR DIVISION
          of Labor                     |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: CBA-2017-9865
Diane Koplewski          Division of   |           Revision No.: 0
Director            Wage Determinations|  Date Of Last Revision: 4/12/2017
_______________________________________|_________________________________________
State: Virginia

Area: Accomack

_____________________________________________________________________________________
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Employed on NASA Goddard Space Flight Center, Wallops Flight Facility contract for the acquisition of Range Operations and related services for the Range and Mission Management Organization (RMMO) at the Wallops Flight Facility. The Contractor shall provide tracking, telemetry, meteorological, optical, and command and control services for flight vehicles. The flight vehicles include: orbital and suborbital rockets, aircraft, satellites, balloons and Unmanned Aerial Vehicles (UAVs). The contract will provide real-time display and capture of mission-specific flight data..

Collective Bargaining Agreement between contractor: Saalex Solutions, Inc., and union: International Association of Machinists and Aerospace Workers Local 2552, effective 8/9/2016 through 8/8/2019.

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).

Saalex Non– Economic/ Economic

Agreement

Between

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND

AEROSPACE WORKERS

LOCAL LODGE 2552

of

DISTRICT LODGE 74

and

Saalex Solutions, Inc.

NASA Contract No. NNG10WA14C

08/09/*16* **THROUGH 08/**08/*19*

The Company reserves the right to amend, add to, or subtract from its proposals and make counter proposals at any time prior to completion of negotiations.

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AGREEMENT

The Agreement made this July ***21***, 20***16*** by and between **Saalex Solutions, Inc.,** (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, District Lodge 74, Local Lodge 2552, (hereinafter referred to as the "Union"), covering certain employees of the Company employed at the National Aeronautics and Space Administration at the, Wallops Flight Facility, Wallops Island, Virginia, and assigned under NASA Contract No. **NNG10WA14C** and its successor contracts as successor contracts are defined under the McNamara-O'Hara Service Contract Act.

ARTICLE 1
RECOGNITION AND CERTIFICATION

A. It is hereby agreed that the parties hereto desire to enter into an 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 disputes and grievances that may arise affecting the employees covered hereby.

B. The Company agrees to recognize the Union certified by the National Labor Relations Board on June 14,1974, (Case No. 5-RC-8827) as the exclusive collective bargaining agent for all of its employees as stipulated in the Board's Certification of Representation (and employed at the Wallops Flight Facility, Wallops Island, Virginia under NASA Contract NNG10WA14C and its successor contracts as successor contracts is defined under the McNamara-O'Hara Service Contract Act), as follows: "All Maintenance and service employees including plant clerical employees employed by the Company at Wallops Island, Virginia, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

ARTICLE 2
UNION ACTIVITY AND DISCRIMINATION

A. The Company and the Union mutually agree that there shall not be any discrimination, interference, restraint or coercion by either party against any employee because of his/her membership or non-membership in the Union.

B. There shall be no discrimination by the Company or the Union against any employee because of race, sex, sexual orientation, creed, color, national origin, age, handicap, veteran status, protected by applicable federal, state, local law, and regulations. There shall be no harassment or discrimination against any employee.

C. Each employee shall adhere to the provisions and intent of Section B of this Article, in his/her dealings with fellow employees, suppliers and customers of the Company

under its contract No. NNG10WA14C and its successor contracts as defined under the Service Contract Act.

ARTICLE 3
UNION REPRESENTATION

A. The Company will recognize one (1) Steward and one (1) alternate, who shall be selected from the group of full time employees within the Bargaining Unit who have satisfactorily completed their probationary period; the Union will specify the selected Stewards in writing to the Company.

B. In exercising their responsibilities to the Bargaining Unit employee, the Stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company, and not unduly interfere with the performance of the Company's contract with NASA.

C. The Stewards shall, prior to leaving their work stations, receive permission from the Program Manager or his/her designated supervisor(s) to do so, and shall report back to said Program Manager or Supervisor(s) upon return to his/her work station.

D. Upon prior notice to the Program Manager, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, and to ascertain if the Agreement is being adhered to. It is expressly understood and agreed that in the event the authorized agent of the Union wishes to see an employee or employees in the Bargaining Unit, the Union shall first advise the Program Manager of the name(s), and the Program Manager shall determine if such employee(s) can be released from their respective stations without undue interference in the performance of the Company's responsibilities under its contract with NASA, and shall advise the Union of such employee(s) availability.

E. Stewards shall be granted preferential seniority and will be retained without regard to seniority, as long as the Company has work that they are qualified to perform. In the event the Stewards are laid off or terminated (for lack of work he/she is qualified to perform) they shall be the first recalled when work they are qualified to perform becomes available.

ARTICLE 4
MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Company shall have the full and exclusive right of management of its business, including preexisting rights it has by law.

ARTICLE 5
UNION DUES

A. The Company agrees to deduct Union Dues or service fees levied by the International Association of Machinists and Aerospace Workers from the pay of each employee who is or who makes application to become a member of the Union, or elects to pay a service fee, within the scope of the Bargaining Unit as covered by the Agreement, utilizing the I.A.M. Membership and Dues Check-off Form MR-OOI-09 as amended from time to time and provided by the Union, authorizing the Company to do so.

B. All employees may make application for membership or to pay applicable service fees after the first 1st day of employment.

ARTICLE 6
SAVINGS CLAUSE

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

B. Upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. In the event the parties are unable to agree upon such substitute provisions the dispute may at the request of either party be referred to arbitration for settlement but the power of the arbitrator shall be restricted and limited to determining substitute provisions to provide for the same specific objective and purpose of the provisions rendered or declared illegal.

ARTICLE 7
INITIAL REVIEW PERIOD

A. An employee who has never accrued seniority under this agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in initial review status until completion of 6 months employment. An employee in initial review status shall be entitled to all benefits. An employee in initial review status shall covered by the terms and conditions of this Agreement with exception to the following. The discipline or discharge for cause as determined solely by the Company, of an employee who is in initial review status shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8
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 not be any strikes, sympathy strikes, sit-downs, slow-downs, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no officer, agent, representative, steward or member of the local Union or the Union shall ever authorize, call, participate in, instigate, aid, condone or acquiesce in any such actions and that no employee covered by this Agreement shall participate in any of such actions.

B. Any employee who engages in any form of activity prohibited by this Article may be subject to appropriate disciplinary action, including termination.

ARTICLE 9
EMPLOYEE RESPONSIBILITIES

A. Employees within the Bargaining Unit shall be assigned to and answerable to the Program Manager, or in lieu thereof a supervisor or supervisors who shall be designated in writing and who shall be responsible for assigning work, approving absences, and initiating and taking disciplinary actions. Additionally the site or area leaders, as designate by the Program Manager, shall be responsible for the assigning of work and scheduling absences. No employee shall be subject to discipline for refusing to carry out the instructions of other than said designated leads and appropriate government authorities. The Company will not discipline employees when employees receive conflicting instructions.

B. Failure to comply with the requirements for a clearance or denial or withdrawal of such clearance by such governmental agency shall be just cause for discharge of any employee without further recourse by the Union under the terms and conditions of the Agreement.

C. All employees and managers will abide by the Company's Anti-Harassment Policy that all employees receive and acknowledge on the date of hire, and that may be modified by the Company periodically.

ARTICLE 10
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

safety equipment as may be required and provided by the Company. The employee will be responsible for reasonable care of customer and/or Company furnished equipment and will use his/her best efforts to notify the Company of any sabotage or willful damage to Company, customer or employee property or materials. Protective clothing and safety equipment furnished by the Company remains the property of the Company and each employee shall be responsible for proper use and care thereof.

B. Those employees required by the Company to wear safety shoes in the performance of their job will be reimbursed for the purchase of such shoes to a maximum of $150.00 on an as required basis as determined by the Company.

C. Those employees required by the Company to wear prescription safety glasses shall be reimbursed for one pair of safety glasses per year. Damaged or unusable glasses will be replaced as necessary.

D. *When an employee is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the regular scheduled shift on which the injury occurred.*

E. 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 and the employees' time missed from work to obtain the examination, but such time shall not be considered hours worked for purposes of overtime.

F. 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.

G. 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/she is qualified and which he/she is able to perform. Qualifications of the employee to perform other work shall be determined by the Company.

H. If the Company and the Union are unable to reach agreement, the Company may then reassign the employee to available work for which he/she is qualified or be released from the service of the Company. Disputes arising from the provisions of this paragraph shall be subject to the Grievance procedure.

I. A Steward shall be a member of any Company Safety Committee designated to investigate personnel accidents, injuries and/or unsafe conditions. If any employee is injured on the job, the Company will notify a Union Steward as soon as possible.

J. The Company and the Union encourage employees to submit to the Company written suggestions for improvement of conditions relating to job safety.

K. 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 11
GRIEVANCE AND ARBITRATION

A. It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by a conference between the Program Manager and the employee involved, provided a Union representative is present. A working problem or personal grievance is defined to be a controversy between any employee, or group of employees, and the Company involving the interpretation or application of provisions of this Agreement or supplements thereto, only. 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 purposes of this Article a formal grievance under this Agreement is defined as a written statement by the Union, an individual employee, or group of employees (herein after 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 within the employee's knowledge, which have occurred more than ten (10) working days before such grievance is filed.

C. Both parties agree to exert an earnest effort to settle such grievances through the following steps:

Step 1. Any matters of contention between an employee(s) of the Union and the Company shall be initially discussed between the employee(s) involved, Steward and the appropriate Company Supervisor. If such matter is not resolved at this informal step, the aggrieved party(s) shall move to step 2.

Step 2. The Steward shall reduce the grievance in writing to the Program Manager within five (5) working days, from the date that Step 1 was completed. When the grievance is presented to the Program Manager, he/she will have five (5) working days to respond in writing to the Steward. The Steward shall indicate his/her acceptance or rejection of the decision.

D. In the event the grievance is not satisfactorily disposed of by recourse in Step 2 of this Article, then the Union may, within thirty (30) calendar days after receipt of the Company's response request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial arbitrators from which the Union and the Company shall choose one to hear the grievance. Upon receipt of the said list of seven (7) arbitrators the Company shall first strike two names from the list followed by the Union striking two names and then the Company strikes one name and then the Union strikes one name. The remaining un-struck name shall be the name of the Arbitrator who shall hear the grievance. For subsequent issues to be arbitrated, the parties shall alternate who strikes the first two names offered by FMCS.

E. The arbitrator shall not have the authority to alter, amend, add to, modify or change the terms and provisions of this Agreement and his/her decision shall be limited to the particular grievance in question. The arbitrator's decision shall be final and binding upon the parties.

F. The Union and the Company shall equally share the expenses and fee of the neutral arbitrator, including any mutually agreed upon services relating to the arbitration proceedings. 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 hearing. The number of employee 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.

G. All time limits prescribed herein may be extended by mutual written agreement of the parties. Failure of the Company to respond to a grievance within the time limits set forth herein shall constitute a basis for the Union to escalate the grievance to the next step. Failure of the Union or the employee to process the grievance to the next step shall render the subject grievance, and any associated claims, void, and any further action on the subject grievance or the said associated claims shall be barred.

H. 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 Grievant would otherwise have earned less any unemployment compensation, substitute earnings or other compensation whatsoever the Grievant earned during the period of discharge or suspension. The Company shall have the right to require the Grievant to produce any records, which shall evidence such compensation.

I. Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his/her supervisor(s), the Program Manager, or any other official of the Company, but there shall be no formal grievance until it has been reduced to writing. The Union agrees that neither a Steward nor other Union officials shall solicit grievances.

ARTICLE 12
SENIORITY

A. Job classification seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employer's latest date of classification into his/her current job classification, and shall be recognized on an individual job classification basis.

B. Bargaining Unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a Bargaining Unit wide basis.

C. The Company shall furnish the Union, upon request, but in no event more than once each six (6) months, with an accurate seniority list of all employees in the Bargaining Unit by job classification. Such list is to include the name, classification, latest date of hire, and wage rate of each employee. The Union shall be given written notification of all new hires within ten (10) days of the new hires start date. The Company will provide the Seniority List to the District Office provided the Seniority List is treated as Company proprietary.

D. In administering this Agreement, seniority shall be defined first as job classification seniority (Engineering Tech, Senior 2, Senior, Journeyman, Junior and Helper) and then Bargaining Unit seniority, in that order. Bargaining Unit seniority within a job classification shall be the determining factor in effecting layoffs, recalls, promotions, demotions, and in respect to other working conditions where specifically stated in this Agreement. An employee replacing another employee as the result of a bump must be able to perform the job with normal orientation but without training.

E. Seniority shall be canceled and terminated upon the happening of any one of the following events:

1. Employee quits.

2. An employee is discharged.

3. An employee fails to return to work within ten (10) working days of a notice of recall given by the Company by registered or certified mail, and sent to the last known address of the employee.

4. An employee is absent without previously notifying the Company, except in cases of extenuating circumstances.

5. An Employee overstays a leave of absence without notifying the Company, except in cases of extenuating circumstances.

6. An employee engages in other employment during an unpaid leave of absence without obtaining the prior written permission of the Company.

7. An employee gives false reason for obtaining or extending 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 for twelve (12) months or is absent because of sickness or injury, or similar cause, for more than twelve months.

11. An employee is promoted or assigned to jobs outside of the Bargaining Unit covered by this Agreement.

12. Failure to obtain or maintain a required security clearance.

F. In making assignments to a permanent job vacancy or a new job, the Company shall consider the desires of the employees. A notice of any such vacancy or new job shall be posted by the Company. Any employee interested in such position shall, within seven (7) days of posting (during ·which time another employee may be placed in the vacant position) submit a bid notice to the Program Manager indicating his/her qualifications and position related work experience for such position. The Company shall consider those employees who have submitted a bid notice, and who meet the minimum qualifications as written in the job announcement, for such position. If the Company determines that one of the said employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. In the event the Company determines that more than one employee is equally qualified for such position, as defined herein, the employee with the most seniority, as defined herein, shall be assigned such position. The Company shall notify in writing within seven (7) days of the closing of the posting, each employee bidding on a vacancy, and who met the minimum qualifications as written in the job announcement for the position, of the Company's decision concerning that vacancy. If the Company determines that no bidding employee is qualified for such position, then an employee shall be hired/transferred to fill the position. The Company's determination of "qualifications" shall be subject to the grievance procedure. During an employee's initial review period, the employee cannot bid on a job opening. At the end of the posting period when there are no satisfactory applications from employees who have satisfied the period, the new employee may then apply for the opening.

G. Any employee who is awarded a job opening shall undergo a ninety (90) workday trial period in the new position to which he/she is assigned. If, during the trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he/she shall be returned to their previous position, or its equivalent, and shall receive the applicable rate for such position. 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 one

(1) year. Any disputes under this paragraph (G) shall be subject to the grievance and arbitration procedures.

H. When a reduction of working forces becomes necessary, employees shall be retained by the Company in accordance with the definition of seniority set forth in this Article, and according to the number of employees the Company determines is necessary within each job classification for the reduced operations contemplated by the Company. Recall of employees shall be accomplished by the same procedure in reverse. Notification of openings for recall shall be given by the Company by registered mail to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his/her to return to work. A copy of such notice shall also be sent to the Union. If no response is received by the Company within ten (10) days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of all obligations indicated in this paragraph.

I. Any employee within a particular job classification who is affected by a layoff within his/her job classification shall be able to bump. Bumping shall be based first upon bargaining unit seniority, any less senior employee in any like or lower rated job classification where the employee seeking to bump a less senior employee is qualified for the position in the like or lower rated job classification. When increasing the work force, those employees who were reclassified at the time of layoff will be returned to their former classifications in line with their seniority as openings occur.

ARTICLE 13
HOURS OF WORK

A. The work week shall consist of seven (7) days beginning 12:01 am. On Monday and ending at 12:00 midnight the following Sunday.

B. The workday shall be defined as a period of twenty four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

C. **Range Employees:** The regular work shift for Range employees shall consist of eight (8) consecutive hours of work in a workday, scheduled on five (5) workdays, normally Monday through Friday, exclusive of an unpaid meal period of thirty (30) minutes. The regular work shift but not necessarily the only work shift, shall commence at 8:00 am and end at 4:30 pm. Range employees will have the option to flex their normal shift up to 60 minutes within a normal shift. The Program Manager or his/her designated supervisor(s) must approve modifications to the employee's normal shift in advance. Shift premium will not be paid for the 60 minutes that fall outside the employee's normal shift. It is understood that an employee's flex

schedule will not interfere with range operations and can be revoked at any time by the supervisor(s) or Program Manager.

D. The pay week will begin at 12:01 on Saturday and end at 12:00 midnight on the following Friday.

E. Pursuant to the operational needs of the Company, the Company reserves the right to schedule employees outside of the regularly scheduled work shift, and the right to implement different shifts than those set forth herein, or to change the time periods within which shifts will commence, and where possible shall give the affected employee(s) twenty-four (24) hours' notice, of any such change.

F. In the event that the work shift schedule or any other working schedule is changed, modified or amended by the customer, then the working hours for the employees so affected shall be changed to conform to the customer directives. In the event a customer directed working schedule change occurs, and as a result of that working schedule change an employee's total regular hours recorded (regular work, holiday, sick and vacation hours) for the pay week is less than 40 hours, then the employee shall be paid at his/her base pay rate for the number of additional hours needed to bring the total hours paid for the week to 40 hours, provided that the Company is reimbursed for the hours by the Customer.

G. The Company shall have the right to institute nonstandard schedules to meet workload requirements, but will not change work hours arbitrarily. Where possible, employees will be given twenty-four (24) hour advance notice of changes in the regular work schedule.

H. An employee, in the absence of notice not to report to work, who reports for work on his/her regularly scheduled shift and for whom the Program Manager determines there is no work available, except when such lack of work is due to an act of God, sabotage, national emergency, or picketing directed against the Company, or other circumstances beyond the control of NASA or the Company, shall receive a minimum of four (4) hours pay at this straight time base rate. Under this paragraph only the hours which are worked shall be considered as time worked for purposes of computing overtime.

ARTICLE 14
ABSENCE FROM 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 the Program Manager or the designated lead(s). 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 for work as scheduled, or who expects to report to work late, to notify the Program Manager

and/or his/her designated lead(s) of the reasons thereof, indicating when he/she expects to report to work. Employees absent will make every reasonable effort to notify the Program Manager and/or his/her designated lead(s) within one (1) hour before their scheduled starting time.

C. Employees may be granted time off with pay 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 15
SICK/PERSONAL LEAVE

A. An employee who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under any worker's compensation statute shall be entitled to accrue sick/personal leave, up to a maximum of eighty (80) hours per contract year. The Company reserves the right to require proof of illness for any period of sick/personal leave exceeding three (3) days.

B. Eligible employees will accrue sick/personal leave to a maximum of eighty (80) hours per contract year, accrued at the rate of 1.54 hours for each complete week actually worked by the employee during the contract year.

C. An employee may request sick/personal leave provided he/she receives the prior approval of the Program Manager and/or his/her designated lead(s), and further provided the employee has sufficient sick/personal leave hours accrued pursuant to the provisions of this Article, and further provided that said time off does not unduly interfere with the operations of the Company. Said sick/personal leave may be extended provided the employee has sufficient hours accrued pursuant to this Article, and further provided the employee receives sick/personal leave.

D. Any unused sick/personal leave shall be carried forward to the subsequent contract year(s).

ARTICLE 16
LEAVE OF ABSENCE

A. **Leave of Absence -** To the extent permitted by workload commitments, an employee covered by this Agreement will be granted a leave of absence, without pay, for a period not to exceed twelve (12) months. When circumstances permitted, applications in writing for such leave of absence, stating the reasons therefore, must be submitted to the Program Manager no less than two (2) calendar weeks prior to the first work day of such requested leave. At the discretion of the Company,

extended leaves of absence may be granted for good and sufficient cause, when circumstances permit.

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 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 thirty (30) days and the Company will pay the difference between military reserve duty pay and the employee's regular base pay up to fifteen (15) days per year provided the employee has completed twelve (12) months of employment. Employees must present to the Program Manager a copy of military orders or other certification stipulating the period of service and submit certification as to military pay and allowances received.

D. Funeral Leave - In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of five (5) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Members of the immediate family shall be the spouse, domestic partner, children, stepchildren, parents, stepparents, brother, sister, grandparents, grandchildren, spouse's parents, half- brothers and half -sisters. In the event other members of the family should die, the employee will be granted a maximum of two (2) scheduled shifts or workdays off with straight time pay to attend the funeral and tend to administrative details. Other members of the employee's family shall be brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts and uncles, and spouse's grandparents. Pay for all such time shall be at the employee's base straight time rate. The Company may require proof of death under this Article.

E. Jury Service - When an employee is necessarily absent from his/her 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/she shall be granted pay for those hours during which he/she is necessarily absent from his/her regular work shift, less any fee or other compensation paid to him/her by the court for such service.

1. Pay for such 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 regular 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 such time lost shall not, for any employee, exceed a total of hours equal to thirty (30) regular eight (8) hour workdays in anyone (1) calendar year, less any fee or other compensation paid to him/her by the court for such service.

3. To be eligible for payment of jury service pay, an employee must notify his/her Program Manager no later than the completion of his/her regular work shift following receipt by him/her of such notice or summons. Further, he/she shall be ineligible to receive jury service pay until such time as he/she 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/her by the court for such jury duty and provided the hours of jury duty occur during the individual's regularly scheduled shift or as otherwise provided herein.

   a. If a first shift, sometimes known as day shift, employee is released by the Court by 11:00 am, he/she shall be required to report to work after release from jury duty. If a day shift employee is released by the Court after 11:00 am, he/she shall be required to work his/her next scheduled workday.

   b. If a second or afternoon shift employee is released by the Court by 12:00pm, he/she shall be required to work his/her scheduled shift. If a second or afternoon shift employee is released by the Court after 12:00 pm, he/she shall not be required to work his/her scheduled shift on that day.

   c. A third shift employee shall not be required to work his/her scheduled shift immediately prior to his/her first morning of jury duty. If a third shift employee is released by the Court by 4:30 pm, and not scheduled for jury duty the following day, he/she shall be required to work his/her scheduled shift that night. If a third shift employee is released by the Court after 4:30 pm, he/she shall not be required to work his/her scheduled shift that night.

F. Union Business Leave - Upon furnishing the Company reasonable advance notice, wherever possible two (2) weeks, employees will be granted leave of absence without pay for the purpose of Union business. Such leave is limited to thirty (30) 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 one (1) employee at any given time and further limited to one (1) leave per month. During leaves of thirty (30) days or less, employees shall retain, and continue to accrue seniority. However, if two (2) delegates are elected to attend the Virginia State Council of I.A.M.& AW, they shall be allowed, work load permitting, to attend the council.

G. Maternity Leave - Maternity leave shall be treated as any other disability and will be covered under the applicable disability plan.

H. Administrative Leave - Employees shall be given paid time off for all periods of time which are declared as administrative leave periods by NASA Wallops Flight Facility for contractor personnel. It is to be noted, however, that critical functions will

be manned as required by Company personnel. Employees working on such administrative leave days will be paid at two (2) times their regular straight time rate for all hours covered by the administrative leave period. For extended periods, such as consecutive days, all intervening hours shall be considered as administrative hours for computing pay.

I. **Seniority Rights -** Employees on approved leaves of absence of two (2) calendar weeks or less in duration shall not suffer any loss of seniority or any seniority right under this Agreement. Employees on approved FMLA leave shall not suffer any loss of seniority, or any right covered under this Agreement for the duration of his/her approved FMLA leave. Employees on approved leaves of absence of more than two (2) calendar weeks, but (12) months or less, shall maintain levels of seniority existing at the commencement of said leave. Employees returning from a leave of absence of more than two (2) calendar weeks, but (12) months or less, shall be restored to their former job, or its equivalent, providing such job exists. In the event no such job exists, the returning employee shall have the right to displace another employee with less seniority in the job for which the returning employee is qualified, as determined by the Company in its sole discretion.

J. **Temporary Employees -** Employees hired to replace employees on approved leaves of absence shall be hired in a temporary status. Employees returning from leave of absence shall have the right to displace such temporary employees. Employees hired on a temporary basis shall be so advised by the Company at the time they are hired. Temporary employees will be treated as initial review employees (re: Article VIII) except they will receive no benefits.

1. The Company shall adhere to the provisions of the Family Medical Leave Act, as provided for and/or modified by statute or interpretation by a court of competent jurisdiction.

K. Bargaining Unit employees requesting LWOP during a transition to a successor contractor shall not lose vacation accrual, sick/personal leave accruals, or seniority rights. The maximum amount of LWOP an employee may use during this time is two (2) weeks. Employees may only use this leave during the first three (3) months with a successor employer.

ARTICLE 17
HOLIDAYS

A. The following are designated as holidays:

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

B. Should any of the above holidays fall on Saturday or Sunday, the Company will observe as the holiday the day determined by NASA Wallops Flight Facility.

C. Employees are eligible for holiday pay, provided that they work, or are on authorized paid leave during their full shift on the last scheduled workday preceding the day the holiday is observed, and the first scheduled workday following the day the holiday is observed.

D. An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours pay, exclusive of all premiums, at his/her straight time base rate of pay.

E. An eligible employee who is required to work on the day observed as a holiday shall receive two (2) times his/her straight time hourly base rate of pay for all hours actually worked on that day, in addition to eight (8) hours pay at his/her regular straight time base rate of pay. An employee who is required to work on the day observed as a holiday and who does not report to work shall be subject to disciplinary action and shall be ineligible for benefits under this Article for that holiday, unless the failure to report to work was beyond the reasonable control of the employee.

F. In the event NASA Wallops Flight Facility is closed or administrative leave is granted to federal employees by the Government for any reason, the following shall apply:

- Employees shall be granted all time off that is granted to federal employees.
- Any employee who is scheduled but unable to work due to base closure shall be paid for the hours lost due to base closure at his/her regular straight time base rate (Base Closure Pay).
- Any employee deemed to be essential who is required to work and performs work during the base closure shall be paid for actual hours worked in addition to Base Closure Pay.
- If the Company is not reimbursed by the Government or the Prime, Base Closure Pay does not apply.

ARTICLE 18
VACATIONS

A. Each regular full time employee shall earn vacation for each complete calendar week paid. The amount of vacation which an employee will earn for each calendar week shall be determined by the number of years of continuous service completed by the employee from his/her most recent date of hire, as defined by the provisions of the Service Contract Act, in accordance with the following chart:

Weekly Accrual Rate	Annual Allotment	Years of Service
1.54 hours	80 hours	1st through 4th years
2.31 hours	120 hours	5th through 10th years
3.08 hours	160 hours	11th & succeeding years

B. The Company shall retain the final right to approve, deny, Schedule and cancel all vacations. If two (2) or more employees request the same vacation date(s) and the Company determines to approve some but not all such vacation request for such date(s), the request of the senior employee(s) shall be honored. Request for vacation will be returned either approved or disapproved within five (5) workdays from receipt. Once an employee's vacation request is approved it will not be overridden by a request from a more senior employee of the same time frame. The Company shall reimburse the employee for unrecoverable funds due to a direct cancellation of approved leave by the Program Manager.

C. An employee, whose designated job classification is listed in Appendix A of this Agreement, shall be compensated for vacation at the straight time base rate of pay for the designated job classification at the time the vacation is taken.

D. Paid holidays falling within an employee's authorized and previously scheduled vacation period, shall not be charged to that employee's vacation account.

E. Eligible employees shall accrue and vest vacation by pay period in accordance with the accrual schedule set forth above. Prior to the end of each pay period, the employee shall have the option of; selling back to the Company vacation leave (in minimum of forty (40) hour increments), using the vacation leave at a time mutually convenient to the employee and the Company, or carrying the vacation leave forward up to a maximum of three (3) times the employee's yearly accrual rate.

F. An employee who leaves the employ of the Company will be paid for accrued, unused vacation at his/her straight time hourly rate.

G. Vacation leave time may not exceed three times the employee's annual accrual rate at any time. Any vacation leave accrued in excess of three times the employee's annual rate shall be paid to the employee.

H. If, due to work load requirements and operational needs of the Company, an employee is unable to schedule his/her vacation, and the said inability to schedule the vacation results in an employee having accrued more than three times the employee's accrual rate of vacation hours it is agreed that the employee(s) so affected shall have an additional sixty (60) calendar days to reduce his/her vacation accrual to the maximum.

I. Employees may, due to humanitarian reasons, donate vested vacation leave to other Bargaining Unit employees who have insufficient leave, subject to applicable law, including IRS requirements regarding taxation of accrued and/or donated leave. This donated leave will be converted in a manner so that the Company will incur no additional financial cost.

ARTICLE 19
WAGE RULES

A. The rates set forth in Appendix 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 Appendix A, is created, the wage rate therefore, shall be determined by negotiation between the Company and the Business Representative of the Union.

C. Pay increases or decreases shall become effective on the date of implementation of a new classification.

D. Payday is to be Friday by 4:30 pm for the two weeks period ending in the previous calendar week. If Friday is a holiday, Thursday is to be payday. A payroll checks delivery delay caused by the U. S. Mail or other carrier shall be deemed an act beyond the control of the Company.

E. Employees temporarily assigned by the Company to work during hours other than their regularly scheduled working and/or shift hours, shall be paid a premium of twelve percent (12%) of his/her regular straight time hourly rate for all hours worked outside of their regularly scheduled working hours. The twelve percent (12%) premium will not be paid for any hours for which an employee is compensated at his/her overtime rate of pay. No premium payment of any kind shall be made to any employee who has requested an assignment outside of his/her regularly scheduled working and/or shift hours. For purposes of this paragraph, a temporary assignment shall be defined as an assignment of thirty (30) working days or less.

F. Employees designated as leads shall receive a premium paid at eight percent (8%) of his/her regular straight time hourly rate.

G. Employees who are called back and required to work after completing their normal work day, or called in on a day on which they are not scheduled to work, shall receive a minimum of one (1) hour of overtime work, and 3 hours of pay based on the employees regular straight time hourly rate.

H. It is agreed that the Company may exercise its Company Peer Recognition and/or other Management Rewards Programs at its discretion. The I.A.M.&AW further agrees that such Company Rewards shall not be subject to the grievance and arbitration process.

I. An employee required to call-in for work schedule information shall receive one (1) hour of pay at their regular hourly rate of pay. This Call-In Premium shall be paid in addition to any hours worked and shall be paid regardless of hours worked or not. Employees who are placed on “Standby” by management shall receive one hour of regular pay for every four hours on “Standby” regardless of whether or not the

employee is called in. This is in addition to pay for any hours worked. Employees on “Standby” must be able to report to work within one (1) hour.

J. Off-duty employees who are not on “Standby” and who are given less that twelve (12) hours’ notice of assignment to work a shift shall be entitled to a premium of $5.00 per hour, in addition to any applicable overtime compensation, for all hours worked on that shift. NEW

K. Employees on travel status away from Wallops Flight Facility requiring an overnight stay at the remote location will receive a field service allowance of $ 85.00 per day in addition to the employee's applicable rate of pay for all regular and overtime hours charged while on travel.

ARTICLE 20
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 guarantee of any specific overtime hours for any employee, either per day, per week, or per year.

B. It is recognized and agreed that from time to time overtime work may be necessary, and provided reasonable advance notice is given (except in emergency situations, not later than Friday when the overtime involves Saturday and Sunday work, or not later than the end of the regular shift on the day preceding the day on which overtime is to be worked when the overtime involves the extension of a shift), the Company may assign employees to work overtime. Such assignments will be made in a fair and equitable manner, based on the employee's classification.

C. Nothing in the Agreement shall be construed as requiring the Company to call in employees for overtime work when qualified employees are on the Company premises.

D. An employee not excused by the Company from performing assigned overtime, who refuses to report for such overtime will be subject to appropriate disciplinary action.

E. All Range employees not assigned to shift work shall be paid his/her regular* straight time hourly rate plus (50%) of his/her regular* straight time hourly rate for all those hours worked in excess of eight (8) hours on any work shift, all hours worked consecutively in excess of eight (8) hours in a twenty four (24) hour period, all hours worked in excess of forty (40) hours in a work week, or all hours actually worked on Saturday. Any work performed on a Sunday shall be compensated at two (2) times his/her regular rate of pay.

F. No overtime shall be worked except by the direction of the Program Manager and/or the designated Company Supervisor(s), unless said overtime is part of an employee's

regular work shift and/or schedule. There shall be no pyramiding of overtime and/or any other premium payments.

G. When an employee works overtime, his/her regular hours of employment for the week in which said overtime occurs shall not be reduced *because* of said overtime. Paid time off shall be considered as hours worked for purposes of computing overtime.

ARTICLE 21
HEALTH, WELFARE AND PENSION

A. The parties have mutually provided for an Insurance Program, and no matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement. Should the cost of H/M/S benefits increase in the future, above the current level, all such cost increases shall be shared equally by the Company and the employees.

B. Should the insurance benefit cost increase, the Company will:

1. Notify the Union as soon as the Company becomes aware of such increase. The company will make every effort to provide no less than thirty (30) days advance notice of such increase and provide the Union with the reasons, given by the Carrier justifying the need for an increase or changes in the levels of coverage.

2. If increased employee contributions become necessary such increased deductions will become effective the first pay period following the increase.

3. The Company and the Union will work together to minimize the impact of any cost increases or changes in benefit levels of coverage. In addition, once a year, employees may elect to discontinue any of the elements of the insurance program except for the medical coverage.

   The Company and the employee will share health and dental premiums 80%/20% respectively starting with the first full pay period of 2015 and following healthcare premium percentages:

   Effective 10/1/16-9/30/17: 18.3%
   Effective 10/1/17-9/30/18: 21.7%
   Effective 10/1/18 and beyond: 25.0%.

C. Pension Plan - the Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

- $2.50 per hour effective January 1, 2017, up to a maximum of forty (40) hours per week.
- $2.75 per hour effective January 1, 2018, up to a maximum of forty (40) hours per

week.

- $3.00 per hour effective January 1, 2019, up to a maximum of forty (40) hours per week.

D. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives vacation pay in lieu of time off. Contributions for a new, probationary, full-time employee are payable from the first day of employment. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time. The parties acknowledge that the Trustees of the I.A.M. 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 this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The Company may evaluate, at its option and at no cost, the annual 5500 report of the National Pension Fund and the most recent actuarial statement that shows the plan's unfunded vested liability of the year. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

E. **401k Plan** - The Company agrees to sign and to be bound by the I.A.M. 401k Plan Standard Contract Language, and to withhold and remit contributions as elected by the employee, on behalf of each employee of the Bargaining Unit who makes an election, in the manner as prescribed in the Standard Contract Language of the I.A.M. 401 k Plan.

F. **Severance Pay** - The Company shall pay two weeks (80 hours) of severance pay to any employees that are laid off, or terminated, at the termination of the Company's current contract and not employed by the successor contractor.

ARTICLE 22
TRAVEL

A. Travel pay for all travel by employees in performance of their duties under contract **NNG10WA14C**, shall be in strict accord with the current Standard Government Allowances for per diem and associated travel expenses (Office of Personnel, Joint Travel Regulations). However, the employee may elect to utilize the Fixed Daily

Allowance (FDA) as spelled out in Company Policy except where special arrangements are provided by the Government (i.e., Government provided housing, etc.). In no case shall reimbursement be allowed in excess of current Government allowance or in violation of applicable NASA Travel Regulations.

B. The Company shall be responsible for providing transportation to and from the airport. In lieu of providing said transportation the Company will reimburse the employee for all parking fees and personal mileage.

C. Employees, while on travel, shall be paid for all hours spent in transit to and from home and their TDY work location.

D. It is agreed that employees will receive travel pay and per diem prior to departure. Normally, notification shall be given no less than five (5) working days prior to departure.

E. Employees shall be permitted up to four (4) hours off with pay if notification is less than twenty-four (24) hours.

F. Employees required to use their personal vehicle to perform work will be reimbursed for mileage at the standard government rate.

G. Employees traveling to McMurdo to perform maintenance shall receive an additional hardship service allowance of twenty five percent (25%) of their regular straight time rate for a maximum of seventy (70) hours worked per week at the site.

H. With pre-approval by the Program Manager, employees travelling twelve (12) consecutive hours or more shall have the next scheduled working day off with pay upon their return from deployment. This day off is paid at the rate of eight (8) hours straight time, not to be included as hours worked.

ARTICLE 23
HAZARDOUS DUTY

A. Hazardous duty pay will be compensated at the rate of 50% of the employees regular straight time hourly pay, paid at a minimum of one hour increments for the entire period of exposure, only when performed pursuant to prior approval of the Program Manager, or designated supervisor(s).

B. Hazardous duty shall include:

1. Work on any structure at least fifty (50) feet or more above the ground, deck, floor, or roof, or from the bottom of a tank or pit.

2. Work at a lesser height (50 feet or less) where the footing is unsure or the structure is unstable; or if scaffolding, enclosed ladders or other similar

protective facilities are not adequate, i.e., working from a swinging stage, boatswain chair, and similar supports; or if adverse conditions such as darkness, rain, high wind, icing, lightning, or similar environmental factors render working in such conditions hazardous.

ARTICLE 24
DISCIPLINE

A. Disciplinary action shall be initiated by the Company for just and sufficient cause and, where appropriate, the principle of progressive discipline shall be adhered to.

B. The following steps shall constitute progressive discipline, where applicable, for any disciplinary action taken:

1. 1st Offense: Verbal warning by designated supervisor/management. Notification of such is placed in their personnel file with a copy to the employee.
2. 2nd Offense: Written warning
3. 3rd Offense: Suspension, without pay of up to five (5) work days.
4. 4th Offense: Discharge.

C. The Company shall have the right to discharge any employee for just cause. However, the Company will not discharge any employee without an appropriated warning notice, except for major offenses, which include, but are not limited to, stealing, drinking, possession of alcoholic beverages or illegal substances during working hours or on Company premises, fighting, gambling, direct insubordination, refusal to carry out the order of the Program Manager, any Supervisor, or falsifying Company records, excessive lateness and/absenteeism, refusal to perform the technical duties of the requirements of the employees respective job classification, or flagrant safety violation.

D. There shall be a one (1) year reckoning period for any warning notice issued. Warning notices shall be considered removed from an employee's record one (1) year from the date of issue of said warning notice for purposes of the Collective Bargaining Agreement.

E. An employee covered hereby may be represented by his/her Steward and any other authorized officials of the Union, at any and all conferences with the Company at which disciplinary action is taken.

F. Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right to have Union representation present.

G. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a Steward before leaving the work place. An employee who

is discharged must file, within five (5) working days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.

H. Nothing in this Agreement shall excuse an employee from complying with lawful directives and instructions issued by the Company; however, this will not negate the employee's right to thereafter grieve such action, if the employee was otherwise entitled to grieve such action.

ARTICLE 25
FINALITY

A. This Agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral or other Agreements and/or Understandings between the parties, including but not limited to, agreements or understandings resulting from the past practice of the parties. This Agreement shall be deemed to have incorporated all matters considered by the parties to have been an appropriate subject of bargaining.

B. This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered or modified in any manner except by the written agreement of the authorized representative of the parties hereto.

ARTICLE 26
CROSS-CLASSIFICATION WORK
(CROSS CRAFTING)

Although employees may expect their work assignments 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/her normal classification, he/she shall be temporarily promoted to the higher level position. In the event an employee is assigned work temporarily in a classification lower than his/her normal classification he/she shall receive his/her regular rate of pay. An employee who is temporarily assigned to another job classification will be paid a cross crafting premium of $1.50 per hour for the hours spent cross crafting. During the period the employee is assigned multi-classification work, he/she shall retain his/her job classification seniority.

ARTICLE 27
TRAINING/TUITION REIMBURSEMENT

The Company agrees to reimburse employees the cost of college tuition for any course directly related to the employee's job duties, or associated with the obtaining of a degree directly related to the field of present employment. No employee shall be allowed to participate in more than two (2) courses during anyone (1) semester. Any employee desiring to participate in this program must first notify the Program Manager of the course synopsis, and receive the prior written approval of the Program Manager as to whether the employee shall be entitled to reimbursement of tuition costs, as well as the cost required books and/or other required materials, up to a maximum of $5,000 per calendar year. Reimbursement of tuition cost shall only be given where the employee has obtained the prior written approval from the Program Manager, and where the employee has received a grade of "C" or better for undergraduate classes (2.0 on a scale of 4.0) or a grade of “B” or better for graduate classes or has successfully completed the training and obtained a certificate of such. Failure to obtain the prior written approval of the Program Manager, and failure to obtain the requisite grade as required by this paragraph shall be sufficient grounds for denial of the employee's request for reimbursement.

ARTICLE 28
DRUG AND ALCOHOL POLICY

A. The Union and the Company agree to establish a drug free work place in accordance with the ROC contract requirements. Both recognize the requirement for an employee to be drug free as a condition of employment or continued employment. The Company and the Union are committed to this end, to foster safety, productivity, and compliance with Federal, State, and Local statutes. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work place.

B. All current and future employees, as a condition of employment or continued employment must sign and abide by the terms of a Notice and Consent Form (sample below) or other similar forms as they may be changed from time to time to comply with legislative statutes.

NOTICE AND CONSENT TO DRUG-FREE WORK PLACE

Pursuant to the Drug-Free Work Place Act of 1988, I _____ acknowledge that I understand the policy and commitment of the Company and the Union to provide a drug-free work place. I understand and agree with this policy and accept the same as a condition of employment with the Company I further agree, as required by the Act, to notify the Company of any criminal drug statute violation occurring in the work place no later than five (5) days after such conviction, and accept the sanctions prescribed

under the Act whereby the Company may terminate my employment within thirty (30) days of receiving notice of a conviction of any drug abuse violation, or may require my satisfactory participation in a drug abuse assistance or rehabilitation program approved by a Federal, State or local health, law enforcement, or other appropriate agency.

Dated this _____ day of _____ 201__.

Signature _____

Witness _____

C. In the event that a drug and alcohol testing program should be implemented, employees will be advised of the program at least seven days in advance of the program's effective date. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a reputable testing laboratory and/or personnel certified and/or licensed by any Federal or State authority having jurisdiction therefore. Final sampling will be by one of the most accurate methods presently available.

D. Employees may be sampled for drug **and/or alcohol** use upon scheduled physicals or upon reasonable probable cause (including work-related accidents).

E. Random Drug Screening - All employees will participate in the Company's Random Drug Screening Program. Random Drug Screening will not include alcohol testing. Testing will occur on a random basis. A third-party will make the random selections.

F. A "positive" test result will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test result and will also be grounds for termination.

G. Compliance with the terms of this Article is a condition of continued employment.

H. The Company will contract with an NIDA-certified testing laboratory to perform the Drug Screen Urinalysis in accordance with current industry standards. A DOT drug panel will be utilized.

I. Employees will complete a drug screen form that requires the employee to list all over-the-counter medicines to inform the laboratory personnel of possible prescription sources for positive results prior to providing a sample.

J. Once notified of selection for testing, employees on duty will report for testing immediately.

K. If the screening results return positive, the employee will be given the opportunity to obtain a second independent analysis at the employee's cost. The second analysis will be performed by a NIDA-certified Testing Laboratory that is mutually acceptable

to the Company and the employee and will use the same sample that was collected and retained by the original Testing Laboratory. Pending receipt of the second analysis, the employee will be on suspension without pay. If the second analysis on the sample differs from the original test, a third analysis will be performed and paid for by the Company. An employee testing negative on his third analysis will be allowed to return to work with restoration of lost pay and reimbursement for the test paid by the employee.

ARTICLE 29
TEMPORARY EMPLOYEES

A. It is recognized that due to unusual workload demands or by government requirements, the regular work force may be inadequate to fulfill work requirements. However at no time shall the temporary work force exceed ten percent (10%) of the regular full time workforce. And in no case shall temporary positions be utilized in such a way as to prevent opening by posting and competitive bidding a permanent work position. Furthermore no temporary employee shall be placed in a lead position.

B. The Company shall not hire temporary employees when qualified fulltime employees are on lay-off except for unusual requirements placed upon the Company by NASA. In any event if it should become necessary to open a job classification position or create a new temporary position the Company shall first offer the temporary positions to all fulltime qualified employees who have been placed on layoff status within the proceeding twelve (12) months. If the temporary job offer is not accepted by a laid off employee then the Company shall fill the position from outside the workforce.

C. Surge Operation Support

1. The Non Bargaining Unit surge support personnel will only work on a temporary basis during surge periods and will not replace existing Bargaining Unit staff.
2. Bargaining Unit employees shall provide training to Non-Bargaining Unit personnel providing the temporary surge support.
3. Paragraph A is amended to allow for a temporary workforce of greater than 10% during periods of surge support.
4. The Company shall provide IAMAW advance notice of anticipated need for surge support. The Company shall provide such notification at least 30 days in advance, or as soon as reasonably possible after such notification is received from NASA. IAMAW acknowledges that the actual surge support start date may vary due to schedule changes by NASA.

ARTICLE 30
NON-BARGAINING UNIT EMPLOYEES WORKING

A. The Company shall 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, except for the training, emergency situations or for the use of temporary employees as described in Article 29.

B. No Bargaining Unit employee shall be expected to provide training that may allow non-bargaining unit employees except the Company temporary employees to do his or her job.

ARTICLE 31
SUCCESSOR CLAUSE

A. The provisions of this Agreement shall be binding on any successor contractor and all the terms and obligations herein contained shall not be affected or changed in any respect by a successor unless prohibited by law or regulation. 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 or acquiring jurisdiction over the work of this Bargaining Unit.

ARTICLE 32
DURATION

A. This Agreement shall become effective August 9, 2016, and shall remain in full force and effect until 12:01 a.m. on August 8, 2019 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 enter into a renegotiation, modification, or termination of this Agreement. Whereupon the parties shall mutually agree to meet within 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 terms and conditions herein. Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be coterminous with this Agreement.

In Witness Whereof, the parties hereto have executed this agreement the day and date written above.

For:

International Association of Machinists and Aerospace Workers
District Lodge 74, Local Lodge 2552

Larry Young, DBR DL-74
Directing Business Representative
Human Contract

Phillip King
Committee Member

Andrew Muender
Committee Member

For:

Saalex Solutions, Inc
811-A Camarillo Springs Road,
Camarillo, CA 93012

Lisa Marmion
Director of Administration / Human

Aaron Cadnohufsky
Director of Operations

Kelly Nguyen
Contracts Manager

APPENDIX A

THE COMPANY PROPOSES TO INCREASE THE PAY RATES BELOW AS FOLLOWS (AND THE AMOUNTS IN THE WAGE TABLE WILL BE CHANGED ACCORDINGLY):

- **10/3/16 - 1.5%**
- **10/2/17 - 1.5%**

JOB CLASSIFICATION	3-Oct-2016	2-Oct-2017
	1.5%	1.5%
CLERICAL		
Clerk Typist	$22.87	$23.21
HYDRO-MECH TECH		
Engineering Tech	$34.08	$34.59
Senior 2	$33.10	$33.60
Senior	$31.17	$31.64
Journeyman	$29.21	$29.65
Junior	$27.25	$27.66
Helper	$22.76	$23.10
RADAR		
Engineering Tech	$34.08	$34.59
Senior 2	$33.10	$33.60
Senior	$31.17	$31.64
Journeyman	$29.21	$29.65
Junior	$27.25	$27.66
Helper	$22.76	23.10
TELEMETRY		
Engineering Tech	$34.08	$34.59
Senior 2	$33.10	$33.60
Senior	$31.17	$31.64
Journeyman	$29.21	$29.65
Junior	$27.25	$27.66
Helper	$22.76	$23.10
DATA QUALITY (DQ)/DATA PROCESSING		
Senior Technician	$31.09	$31.56
Electronic Technician	$29.76	$30.21
Journeyman Technician	$27.41	$27.82
Mathematician Technician	$26.22	$26.61

Pay Rate as of the first pay period of October each year. For the terms of this contract, the dates are:

- **October 8, 2016**
- **October 7, 2017**

FOR THE COMPANY:

_____

_____

_____

FOR THE UNION:

_____

_____

_____

_____