Attachment J.3 - SP330014R5004

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director — Division of Wage Determinations	Wage Determination No.: CBA-2013-6307 Revision No.: 0 Date Of Last Revision: 11/8/2013

State: Pennsylvania

Area: Monroe

Employed on DLA Distribution HQ contract for Contractor will perform receipt, stow, rewarehousing, inventory, issue and delivery of material in support of a maintenance activity utilizing the Logistics Modernization Program (LMP) and the Automated Storage Retrieval System (ASRS). This work is being performed to support the Tobyhanna Army Depot (TYAD) at DLA Distribution Tobyhanna, PA..

Collective Bargaining Agreement between contractor: Patricio Enterprises, Inc., and union: Government Support Services, Inc. (GSI) Local Internat, effective 12/1/2011 through 11/30/2014.

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

Government Support Services, Inc. (GSI)

The International Association of Machinists and Aerospace Workers

And Its Industrial District Lodge 1717
For Employees working at Tobyhanna Army Depot, Pennsylvania

Effective December 1, 2011 - November 30, 2014

PREAMBLE

This Agreement is effective December 1(as indicated by both parties affixing their signatures hereto) 2011, by and between Government Support Services, Inc. (GSI), hereinafter referred to as the "Company", and District Lodge No. 1 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

GENERAL CONDITIONS OF CONTRACT

Section 1- General Provisions

A. In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.

B. Any practice of the Company in the past not specifically set out herein is expressly eliminated as a subject for bargaining, and, during the life of this Agreement, may not be raised for further bargaining or negotiations.

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

D. This Agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives, provided, however, that such changes or modifications are ratified by the membership of the Union. Written agreements regarding interpretations or understandings may be made between the Company and the Business Representative and the Negotiating Committee that do not change or modify the Agreement and shall not require the ratification of the membership.

E. The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.

F. Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all of the provisions of this Agreement

G. All sections of this agreement are “stand alone” requirements/instructions. The language will be read and interpreted based only upon the words contained in the specific section, unless referenced to another section or article within this agreement. Sentences fragments, phrases, or words cannot be combined from multiple sections to create “new” language, requirements or procedures, place restrictions upon the bargaining unit employees, or modify any part of this agreement in any manner.

Section 2 - Recognition and Exclusive Representation

A. The Company recognizes the Union certified by the National Labor Relations Board (Case 4-RC-21166) as the exclusive representative of all employees stipulated in the Board's Certification of Representation as follows:

B. All Material Handler employees employed in the Employer's Tobyhanna Army Depot operation in Tobyhanna, Pennsylvania, excluding all office clerical, professional, managerial, guards and supervisors as defined in the National Labor Relations Act as amended.

Section 3 - Period of Agreement

A. This agreement shall be effective December 1, 2011 and shall remain in full force and effect up to and including November 30, 2014 and thereafter from year to year until modified, amended, or terminated, as hereinafter provided. Not more than seventy-five (75)* days nor less than sixty (60) days prior to the expiration date of this Agreement, or prior to the expiration of any subsequent yearly period, either party may give to the other party written notice of desire for modifications or amendments. The parties agree to schedule negotiations within fifteen (15) days after the giving of such notice. In the event of a failure of the parties to reach agreement upon modifications or amendments to the Agreement by the anniversary date of this Agreement, either party at any time thereafter may terminate this Agreement by giving written notice to the other specifying the date of termination five (5) days in advance of such date.

B. *Where not otherwise specified, any reference to "days" in this Agreement shall mean calendar days.

C. Any notice given under this section shall be deemed to be served when mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Human Resources Manger of Government Support Services, Inc. at its Corporate Office, 5999 Stevenson Ave., Suite 410, Alexandria, Virginia 22304 for service upon the Company, and when similarly mailed, or delivered in hand, to Industrial District Lodge 1, in Philadelphia, Pennsylvania for service upon the union. The date of receipt shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for all purposes under this Agreement.

D. After the Company and Union negotiation committees have concluded negotiations of amendments and modifications to the Agreement, all such amendments and modifications must be accepted or rejected as a whole (without acceptance or rejection of parts thereof) by the Company and the Union.

Section 4 - Right to Manage

A. Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change, or combine work schedules, and work assignments, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause; and otherwise to take such measure as management may determine to be necessary to the orderly, efficient or economical operation of the business.

B. It is understood and agreed that any of the powers and authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated or granted by this Agreement.

Section 5 – Separability

A. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

B. The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree. Any modification or changes to this agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

Section 6 - Strikes and Lockouts

A. It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and the Tobyhanna Army Depot community and that efficient and uninterrupted service must be furnished to those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this agreement:

1) The procedure provided for herein, for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between the parties.

2) During the life of this Agreement, no work stoppages, strikes (including sympathy strike) or slowdowns or sick-ins shall be caused or sanctioned by the Union, and no lockouts shall be made by the Company.

3) No rules, customs, or practices shall be permitted which limit production or increase the time required to do any work. There shall be no limitations or restriction of the use of machinery, tools or other labor - saving devices.

4) Any employee(s) individually or collectively, who shall cause or take part in any violation of this Article or any activities prohibited by this article shall be immediately discharged or subject to other disciplinary action as the Company may consider appropriate.

5) In the event of a violation of this Article, the Union, (its officers, agents and members) collectively agree that it will use its best efforts to end such prohibited conduct, utilizing every possible means to include but not be limited to:

   a. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.

   b. Notifying all employees by mail that such prohibited conduct is unauthorized and in violation of the Agreement.

   c. Requesting those violating this Agreement to return to work and / or otherwise fully comply with the terms of this Agreement.

6) Violation of this Article and any liability resulting there from shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other coercive activity against any other contractor. Nor because the employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support of or in sympathy with the employees of any other employer who may be engaged in a strike or other form of coercive activity at these locations.

B. Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event a steward has taken unauthorized strike action, slow down, work stoppage, or any other actions in violation of this Agreement.

Section 7 - Security Regulations

A. The Union recognizes that the Company has certain obligations in its contract with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that the Department of Defense, through its duly authorized representatives concerned with security, advise or have advised the Company that any employee in the Bargaining Unit

covered by this Agreement is denied work on or access to classified information or material or the LAN system, it is mutually agreed between the Company and Union that such employee shall be subject to any action as to his/her employment, including but not limited to termination, which the Company considers necessary for security reasons.

B. It is further understood that where a security clearance is required in order to perform work in any area covered by this bargaining unit, that issuance and retention of such security clearance shall be condition of continued employment in that area. Such employee(s) shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States government and shall cooperate fully with representatives of said agencies during the conduct of investigations. Failure to comply with the requirements for a clearance or denial or withdrawal of such clearance by such government agency may be just cause for discharge dependent upon the reason for such denial or withdrawal. A non-trial period employee whose clearance is denied or withdrawn, and who is not discharged based on such denial or withdrawal, will be laid-off.

C. The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations. The Company and the Union agree that classified information will be revealed only to persons properly cleared and having need for access to such information as defined by applicable regulations.

D. It is recognized that all employees are working on a government installation and are subject to all regulations and rules of the installation. If any bargaining unit employee covered by this agreement is denied entry or permission to work on this installation, such employee shall be laid off (out of seniority) until such time as entry is permitted. If entry or permission to work is denied by the Installation Commander, for a period exceeding ninety (90) days such employee may be subject to discharge.

Section 8 – Non-Discrimination

A. The Company and the Union separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, age, national origin, veteran, or handicap status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both male and female employees.

Section 9- Union/Agency Shop and Check Off

A. Membership in the Union is not compulsory. Employees in the bargaining unit must as a condition of continued employment either be a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of

employment is not met, the employee's employment shall be terminated in compliance with standards permitted by the N.L.R.B. and court decisions relating to Agency shop requirements. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

B. The Company will deduct from the wages of any employees covered by this Agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. It is understood that Union dues or Agency fees are due and payable on the first payday of each month. The Company will pay over to the proper officer of the Union the wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates of hire, and amounts deducted. The total remittances are to be made not later than fifteen (15) days after the previous month's deduction. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which the same shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the Union monthly.

C. The Union shall indemnify and hold the company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for purpose of complying with any of the provisions of the article.

Section 10- Non-Bargaining Unit Work

A. For purposes of this agreement it is understood that work assigned to GSI by the Tobyhanna Army Depot is surge work that the Depot has identified as work that requires augmentation by GSI employees who support the permanent civil service workforce. Bargaining unit work consist of this surplus work that is made available to GSI by the Tobyhanna Army Depot for those classifications covered by this collective bargaining agreement as defined in the Recognition and Exclusive Representation section of Article 1 of this agreement. Bargaining unit work does not cover the surplus work assigned to those classifications not covered in the Recognition and Exclusive Representation section of this agreement.

B. It is further understood that such work is available only as long as the Depot classes it as surplus work and continues to assign it to GSI. The company does not determine the work that it is assigned or is not assigned.

C. Such assigned work as defined as bargaining unit work in A) of this section performed by exempt management or supervision personnel will be restricted to those requirements beyond the capabilities of bargaining unit employees or as provided in D) below.

D. Exempt Management/Supervisory personnel may perform work of employees covered by the Agreement under the following conditions:

1) For the purpose of instructing and training employees.

2) Under emergency conditions.

3) In order to prevent injury to employees or damage to property.

4) When necessitated by security requirements.

5) When required for safety.

6) In circumstances which bargaining unit employees lack the technical ability to perform the work required and when work being performed is not used to avoid paying overtime or to displace a bargaining unit employee.

7) When the work being performed is incidental to job duties of a position which is not covered by this Agreement and is not used to avoid paying overtime or to displace a bargaining unit employee.

8) When required to maintain their personal qualifications and proficiency and when work being performed is not used to avoid paying overtime or to displace a bargaining unit employee.

ARTICLE II

UNION-COMPANY RELATIONS

Section 1 – Steward

A. Upon execution of this Agreement, the Union shall promptly furnish the Human Resources Manager and the onsite Supervisor, in writing, the names of the Union Stewards. Thereafter, the Union shall promptly advise the Human Resources Manager and the onsite Supervisor, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of notification by the union.

Duties of Stewards: Steward duties involve gathering information on alleged violations of the Agreement and processing grievances. The Steward, upon notification of the supervisor/manager, shall be authorized to devote up to three (3) hours per week to perform steward duties without loss of pay.

B. It is agreed that a Steward may receive, but not solicit, grievances from employees. For purpose of this agreement, the term "solicit" means the steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this agreement. The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work.

C. The Steward shall notify his/her supervisor before leaving his/her work station, reporting back to his/her supervisor upon return to his/her work station.

D. A Steward shall not cause any unauthorized acts described in the No Strike-No Lockout Article of the Agreement. The Company shall have the authority to impose proper discipline, including discharge, in the event a Steward or Chief Steward has taken unauthorized strike action, slowdown, work stoppage, or other actions in violation of this Agreement.

Section 2 - Business Representatives and Union Officials

A. Prior to entering the Company’s operations, the Business Representative(s) shall notify the Human Project Manager or his/her designee of the date and time he will be at the facility and the work areas he wishes to contact. Such visits shall be subject to such regulations as may be made from time to time by the Company, the Tobyhanna Army Depot and other Government Agencies. Site visits by the Business Representative(s) shall not be unreasonably denied.

B. It is agreed that the Company shall not be required to pay an employee for any time that they are taken away from their work to serve the Union in any official capacity or to serve on any Union Committee.

Section 3 - Bulletin Boards and Posting Notices

The Company will provide a bulletin board for the posting of Union notices. The board will be located in a common area where it is assumed most employees will have access to it. The exact location of the board will be as approved by the government. Only notices pertinent to the Union at Tobyhanna Army Depot (notices concerning Union meetings, Union elections, results of Union elections, etc.), which have been authorized by a designated Union official, will be posted. Notices must be provided to the Company's Onsite Supervisor or his designee prior to posting.

Section 4 – Information Provided

A. The Company will furnish to the Steward each quarter two (2) copies of the seniority list. This list will show the employee’s rate, classification, shop, date of hire.

B. One copy of the seniority list will be retained in the Human resources office.

C. Within five (5) days of the end of each quarter, the Company will furnish the Steward a list of employees hired during that quarter in a mutually agreed to format.

D. Within five (5) days of the end of each quarter, the Company will furnish to the Steward a list of employees laid-off during that quarter in a mutually agreed to format.

E. The Company will furnish a current and subsequent Statement of Work for the Tobyhanna Army Depot Delivery Order and any amendments and modifications as they occur. The Company will not be asked to furnish any cost or financial information or any other information it deems to be proprietary.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Section I - Definition of Grievance

A. "Grievances" shall mean, and be limited to disputes of differences between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. Both parties agree to use their best efforts, including informal meetings involving Management, Supervision, Shop Steward, and the Grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the steps set forth in Section 2 of this article.

B. All grievances beyond Step 1 involving employee claims shall be in writing on a grievance form mutually agreed upon by the Union and the Company. The grievance shall be signed and dated by the grieving employee(s) and shall set forth a complete statement of the grievance, the specific provision(s) of the Agreement claimed to have been violated, the facts on which it is based, and the corrective action desired. In an effort to resolve employee grievances by mutual agreement, they shall be presented in the following time limits:

Section 2 - Grievance Procedure

A. The parties agree that all complaints and grievances should be resolved, whenever possible, with the immediate supervisor/manager and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Any employee with a complaint or issue should meet with the appropriate supervisor/manager in order to discuss and resolve the issue. Both parties will make every effort to resolve the issue.

B. Once an employee has received a verbal or written response from his/her immediate supervisor/manager and does not agree with the answer he/she receives, the following procedure must be followed in an effort to settle grievances.

Step One: The employee(s), with or without their steward, may bring any alleged violation of the agreement to their Supervisor within five (5) working days of the incident which is the subject of the grievance. In the event the employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee’s Union representative may bring the grievance to the supervisor. The grievance will be investigated and an answer given to the employee within five (5) working days after receipt of the grievance or, soon upon employee’s return from

authorized absent. Any grievance not presented to the Supervisor within five (5) days of the verbal or written response from the supervisor/manager referenced in Part B., immediately above, is considered settled and no further action can be taken thereon.

Step Two: If the issue is not resolved in Step 1, the employee(s) can file a written grievance on the appropriate form with the onsite Supervisor within five (5) working days after the step 1 meeting. The Project Manager will give a written response to the Steward within five (5) working days after the meeting.

Step Three: If the issue is not resolved in Step 2, the Steward can file the grievance with the Manager, Human Resources within seven (7) working days after receiving the Step 2 answer. The Steward, Business Representative, Program Manager, onsite Supervisor and Manager, Human Resources will conduct a meeting or teleconference within ten (10) working days to discuss relevance. The Manager, Human Resources will give the Business Representative a written answer within ten (10) working days after the meeting or teleconference.

Time limits in this grievance procedure may be extended through mutual agreement. Written confirmation of the agreed to extension may be requested by either party.

C. The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

Section 3 – Arbitration

A. A grievance which either party desires to contest further, and which involves the interpretation or application of the terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Union gives written notice to the Company of its desire to arbitrate the grievance within ten (10) working days of the receipt of the decision provided in the step described in Article III, Section 2 (B) (3) or the grievance shall be deemed waived.

B. Upon notifying the Company of its desire to arbitrate a grievance, the Union shall also notify the Company of its representative who will present the case in arbitration. The Company shall notify the Union of its representative within four (4) days thereafter. Each of the parties' representatives shall have authority to discuss between themselves the possible settlement and compromise of the grievance, but in any event must proceed to arbitrate the matter as provided hereinafter within thirty (30) days after the Union's appeal to arbitration if no settlement has been reached by that time. This time limit may be extended by only by written mutual consent of both the Union and the Company.

C. If the two parties' representatives are unable to reach a settlement, they shall immediately jointly request a list of qualified arbitrators from the United States Federal Mediation and Conciliation Service. The request shall be for a list of seven (7) qualified arbitrators. The

Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

D. The parties' representatives shall make the necessary arrangements to arbitrate the grievance, including the preparation and signing of a submission agreement that states the issue. In the event the parties' representatives are unable to agree upon the issue, the arbitrator shall determine the issue.

E. The arbitrator shall have the authority to determine, the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he authorized in connection with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness(s) shall be borne by the respective party.

F. This Agreement constitutes a contract between the parties that shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with arguments and briefs as desired. Said decision shall be given not later than thirty (30) days after the submission of the final briefs.

ARTICLE IV

SENIORITY

Section 1 - Basis of Seniority and Establishment of Seniority Rights

Seniority shall be defined as an employee's length of service and will be controlling in all instance of layoffs, recalls, preference of shift and in the filling of temporary transfers, full time vacancies, and TDY both within and between Classifications contained in this Collective Bargaining Agreement. In accordance with applicable provisions contained within this agreement**.**

A. Probationary Period

All employees shall be considered probationary employees for the first ninety (90) calendar days of active employment. Throughout this period, supervision will evaluate the probationary employee as to such factors as, but not limited to, work habits, willingness to accept varied work assignments and training, safety, productivity, quality of work, attendance, and ability to work with others. Upon completion of his/her probationary period, the employee will be a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination of probationary employees anytime during the ninety (90) day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

B. Seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work at the same Federal facility.

C. When two (2) or more employees have the same site or Company seniority date the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

D. Part-time or temporary employees are not eligible for any contractual Seniority rights.

E. Rehire Seniority - Employees who may be rehired onto the contract will have their site seniority date based upon their date of rehire.

F. Seniority will be based on an employees initial hire date and cannot be changed by layoff or recall from layoff.

Section 2 – Layoffs

At the time the Tobyhanna Army Depot has instructed the Company to reduce the number of GSI employees the Company will determine the final number required for lay off and effect a reduction in force **in the following manner:**

A. By laying off the least senior employee or employees in the Material Handler classification.

B. Steward will have a super seniority for the purposes of layoff.

Section 3 - Recall Rights

A GSI employee who is on permanent lay off in accordance with Section (2) of this Article, shall retain recall rights in accordance with their site seniority to the same job classification held at the time of layoff.

Employees who have been permanently laid off shall retain the recall rights mentioned herein for a period not to exceed eighteen (18) consecutive months from the date of layoff.

Section 4 - Loss of Seniority

Seniority shall be lost and employees shall have their names stricken from the seniority list under any of the following circumstances:

1) Discharge for just cause
2) Resignation
3) Failure to respond to recall notification within the time frame established in this agreement.
4) Failure to be recalled from general layoff within eighteen (18) months after such layoff.
5) Failure to report to work upon expiration of an approved leave of absence.
6) Accepting other employment while on an approved leave of absence.
7) Unexcused absence from work for a period of three (3) consecutive workdays.
8) Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated. This paragraph is subject to the conditions noted in the "Security" Article.
9) Refusal by an employee to take a drug test directed by management for proper cause or the failure to take the test within the directed timeframe, as required by company policy
10) Failure to return to active employment for a continuous period of eighteen (18) months, regardless of any changes of status while absent (including layoff).

Section 5 – Possibility of Promotions

The Company and Union agree to negotiate provisions of a job bid and promotion procedure if additional classifications are added to the Bargaining Unit during the term of this agreement.

ARTICLE V

EMPLOYMENT CONDITIONS

Section 1 - Sanitary, Safety and Health Conditions

A. General

The Company agrees to maintain sanitary, safe, and healthful conditions in all its operations and working establishments in accordance with Federal law and the laws of the State, County and City of its place of operation.

B. Safety Rules and Regulations

Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies, and to wear such protective clothing or use such safety equipment as may be required and furnished by the customer.

C. Clothing and Safety Equipment

As directed by the Company, protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment usage.

D. Medical Examinations

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 examination as may be directed by the Company. The Company shall pay for such examination. The Company will select the physician that will conduct the medical examination.

E. Training

Training and certification for hazardous material handling will be accomplished in accordance with applicable Federal and State guidelines.

Section 2 - Drug and Alcohol Free Workplace

The Company and the Union recognize the importance of maintaining a drug and alcohol free workplace and agree that the Company can, from time to time, implement changes to its current rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof. All employees will adhere to the Company's published drug, alcohol and substance abuse policies in the GSI Employee Handbook 3.16.5 and any other published policies.

Section 3 - Personal Appearance

Personal appearance will be maintained in accordance grooming standards established by GSI Handbook, and as modified below.

A. Facial hair is permitted, but it must present a neatly trimmed and groomed appearance at all times. Otherwise, employees shall report for work clean-shaven. Facial hair must not interfere with wear of protective equipment. Facial hair may be prohibited in certain circumstances for sanitation or safety reasons.

B. Beards are permitted, however they must be neatly trimmed and groomed so as to avoid a ragged or unkempt appearance, and individual facial hairs shall not exceed 1/2-inch in length. A full or partial beard may be worn; however, patches or spots of hair are not considered a beard and are not authorized. When a mustache is worn with a beard it shall blend smoothly into the beard. Facial hair may not be worn when it might interfere with seal of protective masks, when assigned/prescribed. In accordance with OSHA 29 CFR 1910.134 employees who are required to wear respirators must not have facial hair that could interfere with the face-to-face piece seal or valve function of the respirator.

C. A moustache, whenever worn apart from a beard, shall not extend downward below the bottom of the lower lip line; and its ends shall not extend outward more than ½-inch beyond the corners of the mouth. Sideburns shall not extend below the bottom of the ear.

D. Hair must be clean, well-groomed and neat. Hair groomed/cut into an extreme or faddish style (i.e., male pony/pigtails, Mohawk, or spike) must be contained in such a fashion that it is concealed while in the workplace. Male employees' hair will present a groomed appearance and worn in a manner where it will not fall below the top of their back shirt collar. Female employees working in industrial areas will wear their hair in a manner where it will not fall below the top of their back shirt collar. Hair of such length that it may become entangled in moving or rotating machinery shall be contained in a suitable manner. Metallic hair ornaments or securing devices shall not be worn in industrial areas, where they could create a FOD or other safety hazard.

E. All GSI personnel must display a Tobyhanna issued GSI identification badge while at the worksite, except when prohibited by hazardous operations. The ID badge will be displayed on an outer garment at or above the belt/waistline.

F. Because of the potential for serious injury, finger rings will not be worn by personnel engaged in the following activities:

1) Most climbing, ascending, or descending where the individual might fall with their ring catching on an object resulting in an injury.
2) Most materials handling operations.
3) Any type of work where individuals are exposed to moving machinery, rotating or revolving parts or activities that could result in their hands being caught by a moving part(s) causing any injury.

4) Any type of work or inspection where an individual is exposed to an energized electrical circuit.

5) The wearing of jewelry is prohibited in certain industrial areas. While watches are allowed, caution must be exercised when working on or around energized electrical/electronic equipment.

G. Safety toe shoes that meet ASTM 2412-05 Standards are required to be worn in work areas that present a potential for foot injury. GSI Supervisor will identify work areas where Job Hazard Analysis specifies that safety toe shoes are required for wear according to OSHA or customer regulations.

H. Employees that are not required to wear safety footwear in the performance of their duties may wear certain type (oxford, work casual, or boot style) footwear. Casual and specialty footwear (loafers, running shoes, dress casual moccasins, sandals, nylon or canvas shoes) or heel and toe taps will not be worn on the job. Shoe color may be black, brown or tan. Footwear must be fully enclosed with non-skid soles and heels without exposed nails, hob nails, or metal plates.

I. Employees will not wear exposed body piercing jewelry, such as tongue, eye, nose and cheek rings while at work or within the work area. Earrings are permissible wear by female employees (maximum one per ear) unless in an industrial area or in the vicinity of aircraft or components

Section 4 - Leaves Without Pay

All leaves without pay shall be considered according to the GSI Handbook and in accordance with all applicable laws in effect at the time of the request.

Section 5 –Absenteeism

A. In order for the company to fully support customer requirements, it is necessary that employees attend work regularly and on time. When employees are unexpectedly absent or tardy, work may go undone and operations schedules may not be met.

B. In the event that an employee must be absent for personal reasons, arrangements should be made in advance by the employee with his immediate supervisor. In case of unforeseen emergency, absence, or illness, an employee must notify the Company two (2) hours prior to the beginning of his shift, or furnish a satisfactory reason for failure to do so. Absence from work without notification to the Company is considered unauthorized absence.

ARTICLE VI

EMPLOYEE PRIVILEGES

Section 1-Vacation

Each full-time regular employee covered by this agreement is entitled to vacation with pay based on the seniority date established in Article IV, Section 1.

A. Vacation Schedule

Vacation credits shall vest as they accrue. Vacation credits shall accrue as follows:

1) An employee with less than five (5) years seniority on his vacation eligibility date and who is on the active payroll on his vacation eligibility date shall be entitled to eighty (80) hours of vacation with pay and shall accrue this vacation at a rate of 1.53846 hours per pay week.
2) An employee with five (5) years or more seniority who is on the active payroll on his vacation eligibility date, shall be entitled to one-hundred an twenty (120) hours of vacation with pay and shall accrue this vacation at a rate of 2.30769 hours per pay week.

B. Pay for each hour of vacation will be equal to an employee's pay at their base hourly rate of pay.

C. Part-time employees will earn vacation hours on a pro-rated basis.

D. Earned vacation may be taken in two-hour increments. It is expected that such time away from work be scheduled and approved by supervision at least five working days in advance of such appointment. In circumstances where an employee is not in a position to provide advance notice, request for vacation will be evaluated by supervision. The use of vacation time for such absences will not be abused by the employee.

E. It is Company policy to manage the granting of vacation hours to ensure the availability of the work force. The Company will endeavor to honor vacation requests as scheduled. If conflicts exist, the appropriate supervisor/manager shall make the final decision.

F. Balances of unused, earned vacations hours in excess of one year's accrual will be paid once a year at the start of each calendar year (no later than the first pay day in February).

G. Upon termination, employee's earned vacation hours will be paid out.

Section 2 – Sick/Personal Days

A. Full-time employees shall accrue .46154 hours of sick/personal leave each weekly payroll period.

B. Part-time employees will earn sick/personal pay on a pro-rated basis.

C. Pay for each hour of sick/personal pay will be equal to an employee's pay at their base hourly rate of pay.

D. All sick/personal leave hours shall be credited to employees' accounts. Sick/personal leave may be utilized for sickness or personal reasons.

E. The employee and the Union recognize their obligation to prevent unnecessary absence or any other abuse of this sick/personal leave provision.

F. Employees who are prevented from reporting for work by reason of sickness or injury shall notify their designated contact point of their inability to report for work, one (1) hour prior to shift start time, giving the reason for the absence.

G. If the leave is used for personal reasons, the employee must notify company supervision at least 24 hours in advance of taking the leave.

H. Employees disabled because of a work related illness or injury may utilize sick/personal leave in increments of one (1) hour for each regularly scheduled work day lost as a result of the illness or injury. In no case may the total of sick/personal leave pay and worker's Compensation payments exceed the employee's normal weekly straight time pay.

I. Sick/personal leave cannot be taken once the employee has evidenced his/her intent to leave the employ of the Company, unless approved by a licensed physician. Should the Company disagree with such physician, it reserves the right to require examination by a Company designated physician prior to payment of sick leave. Such examination cost shall be borne by the Company.

J. Balances of unused, earned sick pay hours in excess of one year's accrual will be paid at the start of each calendar year (no later than the first pay day in February).

Section 3 - Military Reserve Training Leave

An employee on the active payroll of the Company who is required to engage annually in up to fifteen (15) workdays of military reserve training shall be granted a leave of absence for the period of training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for his normal work schedule. Normal, for the purposes of this section, shall mean a forty (40) hour weekly work schedule at the employee's base rate of pay.

Section 4 - Bereavement Leave

All employees shall be allowed time off, with pay, in the event of a death in their immediate family in accordance with the GSI Employee Handbook as follows:

1. Three (3) workdays in the event of the death of the employee's father, mother, spouse, brother, sister, and children.

2. An employee may be required to provide proper documentation to receive payment under this section.

3. Pay for each hour of bereavement pay will be equal to an employee's base hourly rate of pay.

Section 5 – Holidays

A. Employees shall be granted the following holidays yearly during the life of the agreement:

1) New Year's Day
2) Martin Luther King Jr. Birthday
3) President's Day
4) Memorial Day
5) Independence Day
6) Labor Day
7) Columbus Day
8) Veteran's Day
9) Thanksgiving Day
10) Friday Immediately Following Thanksgiving
11) Christmas Day

B. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday.

C. For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the Company's group insurance plan, shall be considered as time worked.

D. The Company reserves the right to require employees to work on a holiday. When employees are required to work on a holiday, they shall be paid time and a half plus holiday pay.

E. Should one of the holidays authorized above fall on a regularly scheduled day off, employees will be authorized an alternate day off with holiday pay at their base rate, to

be taken at a time mutually convenient to the employee and Company within thirty (30) days following the holiday.

F. Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared a legal holiday and generally observed by the Military. Whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed, if officially declared a legal holiday and generally observed by the Military

G. Part-time employees are eligible for holiday pay on a pro-rata basis determined by the number of non-overtime hours worked per week over the previous eight weeks as a percent of 320 hours.

H. Holiday pay will be considered as time worked for the purpose of computing overtime pay.

I. Pay for each hour of holiday pay will be equal to an employee's base hourly rate of pay.

Section 6 - Rest and Lunch Periods

A. Each employee shall be given a fifteen (15) minute rest period during each half of the standard day and night shifts as such shifts are provided for in this Agreement, at such times as are designated by the Company.

B. Lunch periods will be established by the Company for a standard period of thirty (30) minutes at approximately the midpoint of each shift.

Section 7 - Jury Duty

Employees who are required by proper court order or summoned to be absent from work in connection with jury duty will be paid the difference between the amount received for such services and their basic hourly earnings, not to exceed eight (8) hour days. Employees called for jury duty or testimony and released by the court with less than four (4) hours service will be expected to return to work for the remaining portion of his normal workday. Payment will be made at the employee's base rate if the employee notifies the Company no later than three (3) days after receiving the summons. The employee must submit the court certification to the Supervisor for approval.

Section 8 – Employee Benefits

A. Employees may participate in the Company sponsored Health & Welfare plans. The Company maintains the right to pass through improvements, modifications or changes to these plans at any time. Any elimination contemplated to these plans will only be as a result of GSI no longer offering the specific plan. If and when these situations arise, the

Company will negotiate with the Union prior to taking such action. If the Company and the Union fail to reach an agreement, the Company will implement the action. If this occurs, the matter may be subject to the grievance procedure up to and including arbitration.

B. Effective December 1, 2011 the company's 401k Plan contribution will be in accordance with Employee Handbook 3.15.

C. In addition to the GSI 401k Plan, each employee shall have the option of enrolling in the IAM&AW Pension Plan at a contribution rate of $0.80/hour for all straight time work, hours worked plus all hours paid for vacation, holidays and sick leave (no more than 40 hours per workweek). No employee may enroll in both the IAM&AW Pension Plan and the GSI 401k plans simultaneously. This contribution shall increase to $1.05/hour beginning December 1, 2012. On December 1, 2013 this contribution shall increase to $1.30/hour. All elections must be made in writing.

D. Interpretation or application of the benefits provided in this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

E. The Company will provide a life insurance benefit for the employee of two (2) times the Employee's annual salary up to $50,000.

F. The Company will provide a Short Term Disability benefit of 60% of the employee's base salary up to a maximum of $1500 per week for a maximum of 13 weeks.

G. The Company will provide a Long Term Disability benefit of 60% of monthly income to a maximum of $5000 per week with a maximum length of coverage to Social Security Retirement Age with exceptions for those 62 years and older, dependent upon age at time of disability.

Section 9 – Employee Contribution Rates for Benefits

A. Health Care plan options shall be equivalent to those available from GSI with the following contribution rates (bi-weekly contributions):

Plan Type	Single	EE & Child	EE & Children	EE & Spouse	Family
Base Health Insurance Plan	$32.00	$60.80	$60.80	$67.20	$96.00
High-plan Health Insurance Plan	$33.97	$89.57	$89.57	$89.57	$106.88
HUMANA Dental PPO-INFS	$2.47	$4.76	$4.76	$5.62	$8.00

ARTICLE VII

PAY PROVISION

Section 1 – Wages

A. A schedule of job classifications and base wage rates is attached as Appendix A. Wage Schedule. All bargaining unit employees currently in classifications identified in Appendix A shall receive the following general wage adjustments.

B. Effective December 1, 2011, all employees who are on the active payroll on that date will have their base wage rates adjusted to the levels indicated in Appendix A: GSI Tobyhanna Army Depot Wage Schedule.

C. Effective December 1, 2012, all employees who are on the active payroll on that date will have their base wage rates adjusted to the levels indicated in Appendix A: GSI Tobyhanna Army Depot Wage Schedule.

D. Effective December 1, 2013, all employees who are on the active payroll on that date will have their base wage rates adjusted to the levels indicated in Appendix A: GSI Tobyhanna Army Depot Wage Schedule.

Section 2 – Overtime

A. The provisions of this Article are intended only to provide the basis for calculation and hours payment of overtime and shall not be construed as a guarantee of any specific overtime per day or per week.

B. The Company reserves the right to require employees covered hereby to perform overtime work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as possible.

C. Overtime shall be paid for hours paid in excess of forty (40) in a workweek at one and one-half (1-1/2) times the employee's base hourly rate.

D. No overtime shall be worked except by direction of the proper supervisory personnel of the company.

E. The Company will make a reasonable attempt to equally distribute overtime between employees working in the same cost centers, in the same technical specialty within the same job classification. Employees low on overtime will be given first preference, where agreed to by the customer representative, in overtime assignment so as to maintain equal distribution of overtime.

F. Work in process resulting in overtime does not need to be reassigned for purpose of overtime distribution equalization.

G. There shall be no pyramiding of overtime premium payments.

Section 3 - Hours and Days of Work

A. The purpose of this article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of work for any period.

B. The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).

C. The normal workday for each shift shall consist of eight hours, exclusive of the unpaid lunch period.

D. Five (5) days, Monday through Friday, shall constitute a normal workweek. The Company reserves the right to engage, alter or rotate personnel to work five (5) consecutive days other than those constituting a normal work week for the purpose of seven (7) days coverage. If such changes occur, they may be the result of changes in operational requirements, and not solely to avoid payment of overtime.

E. The standard pay week for first shift employees shall begin at 0001 hours on Saturday and end at 2400 hours on Friday. The standard pay week for third shift employees shall begin at 3:00 am on Monday and end at 2:59 on Monday.

F. The company may require employees to work an alternate work schedule to include a four day, ten (10) hour shift. This alternate work schedule may include weekends. The company may require third shift employees to work an alternate schedule to include a variety of eight and nine hour days, with alternating three-day weekends as a result.

G. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of the business and to assure efficient and timely operations. Employees will receive a minimum of three (3) working days notice when the Company changes their shift starting time or hours of work unless there are circumstances beyond the Company's control.

H. An employee that works the second or third shift will be paid a shift differential of ten percent.

Section 4 - Pay Period

Paychecks to employees shall be issued within eight (8) days after the end of the pay period.

Section 6 - Report Time and Call-Back Time

A. An employee who is scheduled and reports for work at the scheduled time without having been notified not to report, shall be given two (2) hours work of any type which is

available, or if no such work is available, he shall be given two (2) hours pay at his base rate.

B. An employee who is called and reports back to work after he has completed his regularly assigned shift and punched out his time card shall receive a minimum of two (2) hours work of any type which is available, or if no such work is available, he shall be given two (2) hours pay at his base rate.

C. The Company shall not be obligated for “report pay” when work is not available for such reasons as natural disasters, fire, flood, hurricane, power failure, facility closure, etc., if the Company has made a valid attempt to notify the employee not to report to work.

ARTICLE VIII

MISCELLANEOUS

Section 1 – Miscellaneous

Employees will be reimbursed for tuition assistance according to the Company's Educational Assistance Policy.

Appendix A: GSI Tobyhanna Army Depot Wage Schedule

Job Classification	*Current*	*Wage Rate Effective 12/1/2011*	*Wage Rate Effective 12/1/2012*	*Wage Rate Effective 12/1/2013*
Material Handling	$15.62	$17.46	$17.98	$18.52

In witness thereof, the parties here to have caused this Collective Bargaining Agreement to be executed by their authorized agent this 11 day of October 2011.

International Association of Machinists and Aerospace Workers, Industrial District Lodge No. 1

Danny Chmelko
Directing Business Representative

Doug Gray
Negotiating Committee

Government Support Services, Inc.

Carole Hirsch
Manager, Human Resources

John Coburn
Vice President, Technical Operations

Cheng Yu Huang
President

Timothy Taylor
Site Supervisor

In witness thereof, the parties here to have caused this Collective Bargaining Agreement to be executed by their authorized agent this ____ day of _____ 2011.

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