

OCEANA, VIRGINIA

Collective Bargaining Agreement

Between



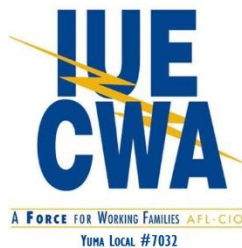
Federal Services, Inc.

Subcontractors



and

**INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED,
MACHINE & FURNITURE WORKERS (IUE) – COMMUNICATIONS
WORKERS OF AMERICA (CWA) AFL – CIO, CLC LOCAL UNION #83225
OCEANA TACTICAL TRAINING RANGES**



November 2, 2018 through November 1, 2021

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PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into as November 2, 2018 by and between URS Federal Services Inc., and its subcontractors Jan Tec Inc., and Bering Sea Environmental (“Company” as used herein refers to each of the three companies separately. In those cases, where a provision is to apply to one or more of the three companies, but not all of the companies, the name of the company will be used.) and the International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers – Communications Workers of America, AFL-CIO, CLC and its Local (herein after referred to collectively as the “Union”).

B. The Union acknowledges that its Agreement is with each of the three named companies, separately, and no company is a joint employer with one or both of the others. Except as specifically required by the Service Contract Act 29 CFR 4.114, no company is liable for the obligations of another company. Each reference herein to “Company” shall constitute a reference only to the one company that is the employer of the employee(s) to which the Agreement provision is being applied.

ARTICLE 1 RECOGNITION

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining representative For the purpose of collective bargaining with regard to wages, hours, benefits and conditions of employment for full time and regular part-time employees on the CTTR contract at Oceana Tactical Training Range (OTTR), in the classifications as set forth in the attached Schedule A. This agreement excludes professional and administrative employees, guards, managers, and supervisors, defined by the National Labor Relations Act (NLRA) 553444.

1.2 Work awarded to the Company under the CTTR contract to be performed at OTTR, which involves the performance of tasks the same or similar to existing bargaining unit employees, shall be assigned to bargaining unit personnel, unless required otherwise by the NLRA. If there is a dispute between two or more affected Unions over the unit placement of new work, the affected Unions and Company shall attempt to resolve it. Failing agreement, the aggrieved party(ies) may seek relief, as provided under the NLRA.

1.3 Non-Bargaining unit personnel will not perform the work of employees covered by the Agreement, except in emergency or unexpected circumstances, including:

1. Time emergent mission requirements, e.g., when something needs to be accomplished in furtherance of the mission and there are not sufficient bargaining unit personnel to accomplish it.
2. Security requirements,
3. Safety issues (including in order to prevent employee injury or damage to property or equipment), or
4. Training personnel, when bargaining unit personnel do not have the knowledge to perform the training.

5. Non-bargaining unit employees may continue to do work similar to that assigned to employees covered by this Agreement to the extent such work has been performed by individuals in the past provided such action does not directly result in the reduction in force/layoff of employees covered by this Agreement while bargaining unit employees are trained, working to obtain required certifications, and/or meet documented job qualification standards (JQS). This period of transition will be limited to 12 months, unless extended through mutual agreement by the Company and the Union. The Company and Union agree to meet once monthly for the first three (3) months of this agreement to discuss the expectations to ensure successful implementation of the transition. In addition, the Company and Union will meet no less than once every three months to discuss updates to this process and address any concerns that may have arisen.

ARTICLE 2 NON-DISCRIMINATION

2.1 The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, disability, veteran status, age, sex, sexual orientation, or preference, gender identity/expression or Union membership.

2.2. The use of personal pronouns of masculine gender is for grammatical purpose only, and the terms of the Agreement shall apply equally to persons of either sex.

ARTICLE 3 MANAGEMENT RIGHTS

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 and collateral duties, 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 just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority, which the Company had prior to the signing of this Agreement, are retained by the Company.

Such rights of management include, but are not limited to: hire, promote, layoff, assign, transfer, suspend, and to discharge, investigate, and discipline employees in accordance with this agreement; direct and schedule the work force including establishing and changing work days, work hours, and work weeks; establish, increase or decrease the number of work shifts and their starting and ending times; train employees and determine who will be trained; establish, change, combine or abolish job

classifications and determine qualifications; determine performance levels and standards of performance of the employees, and provide performance reviews and approvals as needed.

ARTICLE 4
UNION SECURITY AND DUES CHECK-OFF

4.1 It is agreed between the Company and the Union that to the extent allowed by law, any employee in the bargaining unit defined in Article 1 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form.

- A. In the event of repeal or amendment of the provisions of the Virginia Law relating to Union Security, or in the event of new legislation or judicial decision rendering permissible a Union Shop provision, the Company will negotiate with the Union whether to add to this Agreement, a legally permissible Union Shop clause.
- B. The Company will deduct from employee wages and turn over to the Union, the Union Membership Dues or agency fees of each employee who individually and voluntarily authorized the Company in writing to make such deductions. The terms "Union Membership Dues," as used herein shall not include Union initiation fees, fines or penalties of any type, assessment's or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union, nor shall it include any back dues or agency fees owed by the employee as of the time of hire or that may come due thereafter, for example by virtue of having insufficient earnings at the time dues or fees are to be deducted.
- C. Such deductions shall be made in accordance with the following provisions:
 - 1. Such deductions shall be made only in accordance with instructions upon authorization cards (Employee Authorization for Payroll Deduction of Union Dues and Initiation Fee for CWA). In order to be effective, such authorization cards shall be delivered by the Secretary/Treasurer, to the Company.
 - 2. To be effective, dues deduction and agency fee authorizations will be processed for payroll deduction during first full pay period of the month closest to receipt of the dues or agency fees deduction card.
 - 3. This authorization is voluntarily made and is neither conditioned on the employee's present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. The Authorization shall continue in effect until canceled by written notice signed by the individual and sent to the Union via registered or certified mail, or in the event the employee shall cease to be an employee as defined in Article 1 (Recognition of Rights) Section A of this Agreement.

4. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent CBA, or during the fourteen (14) day period prior to the termination of the current or any subsequent CBA.
 5. Deduction for Union Membership dues shall be cancelled, suspended, or resumed by the Company as directed by the Union.
- D. The Company will deduct from the employee's wages, during the term of this Agreement, said employee's Union dues or agency fees and remit them to the duly authorized representative of the Union, together with a list of the names of the employees, the pay rate from whose pay deductions were made, and the pay period within thirty (30) days of the date the deductions were made.
 - E. The Company will deduct from the employee's wages, during the term of this Agreement, said employee's Political Contributions Committee as directed on the employee(s) voluntarily signed card (Political Contributions Committee Payroll Deduction Card), and remit them to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made and the pay period within thirty (30) days of the date the deductions were made.
 - F. The Company's obligation to make such deductions will cease automatically upon the termination of the employee who signed the authorization, upon written request of the employee in accordance with Section D (5), or upon the employee's transfer to a unit not covered by this Agreement.
 - G. Where funds have been deducted from the pay of any employee who does not owe such funds, it shall be the responsibility of such employee to obtain a refund from the local Union. The Union agrees that it shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to, compliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

4.2 Indemnity. The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.1 During the life of this Agreement or any written extension thereof, neither the Union nor its members will call, sanction, participate in, authorize, instigate, support, assist, acquiesce in or condone any strike including, but not limited to, any unfair labor practice strike, sympathy strike, sit-down, slow-down, sickout, walkout, picketing, work stoppage, slowdown, whether sanctioned by the Union or not, by any employee which curtails, interferes with or interrupts or threatens such curtailment, interference or interruption of the Employer's operation,.

5.2 The Employer reserves the right to take disciplinary action, including discharge, against the participants in any strike, slowdown, sickout, walkout, picketing, stoppage, or other interference with production.

5.3 The Union agrees that it will not directly or indirectly authorize, encourage, support or otherwise approve employee refusal to report to the location of normal work assignment and to commence regular work as scheduled, where no rare or unusual physical hazard is involved in proceeding to such location or performing such work. The Union commits that the officers and agents of the Union will take immediate, good faith, and reasonable action to either prevent the occurrence or the continuation of impermissible conduct or activities set forth in this article.

5.4 During the life of this Agreement, or any written extension thereof, the Employer will not lock out the employees covered under this Agreement.

ARTICLE 6 UNION SITE ACCESS

6.1 Representatives of the Union shall, upon request by the Union, be admitted to the facilities during working hours. Such representatives shall inform the Contract Site Manager (CSM) or his designee of the nature of their visit prior to admission to Company premises and of their departure when the visit is completed. Approval for such admission to Company premises will be granted unless operational activities require delay in time or date. Visits will be conducted so as not to interfere with the employees' work.

6.2 It is understood that Representatives shall comply with required Customer security regulations for site access and customer requirements for protecting proprietary interests. The Union representative will coordinate with CSM or designee who shall assist in gaining access as necessary and provide any security alerts.

ARTICLE 7 SENIORITY

7.1 New employees and those hired after a break in continuous service, regardless of classification, will be considered as probationary employees until they have completed the greater of ninety (90) calendar days from date of hire or have actually worked 480 straight time hours. The Company may lay-off or discharge such probationary employees and such action shall not be processed through the grievance procedures herein.

7.2 Bargaining Unit seniority will accrue from the date of continuous employment on Company's contract with the customer and the predecessor contracts thereto. Company employees who may be transferred into the bargaining unit subsequent to the ratification of this Agreement will

continue their seniority based upon the aforementioned provision. Notwithstanding this article, seniority of all current Bargaining Unit employees will be protected.

7.3 In the event two or more employees have the same seniority date as herein provided, the employee having the lowest last four numbers of his/her social security number will be considered having the least seniority for tie breaking purposes.

7.4 Bargaining unit employees who are transferred or promoted to positions within the Company, during the term of this Agreement but not within a job classification covered hereby, will retain seniority hereunder, but will not be construed as working under the terms of this Agreement while occupying such positions. It is understood and agreed that employees so transferred or promoted during the term of this Agreement will retain their seniority for a period of one hundred eighty (180) calendar days from the date of promotion or transfer. After one hundred eighty (180) calendar days said employees will lose all seniority and will have no rights to return to the bargaining unit, unless by mutual agreement in writing between the parties.

7.5 Seniority of an employee will be broken under the following conditions and their employment with the Company will be terminated:

1. Resignation; except when immediately followed by employment with another employer on this contract covered by the same bargaining agreement with no break in service; voluntary termination, or retirement of employment.
 2. Unexcused absence of three (3) consecutive working days without notice, either by telephone or email to the employee's immediate supervisor, or designee, unless satisfactory evidence of inability to do so is shown.
 3. Discharge for just cause.
 4. Unauthorized absence after the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
 5. Accepting other employment while on approved leave of absence without prior permission of the Company.
 6. Layoff in excess of 6 months for an employee with less than 10 years of service and 12 months for an employee with 10 plus years of service.
- F. The Company will provide to the union a seniority list on the first workday after the effective date of the CBA and thereafter, semi-annually. The seniority list will contain the name, hire date, job classification and seniority date of each employee. At the same time the Company will provide a separate seniority list including wage rate and job classification to the Union. Any employee may contest the accuracy of their seniority status; and if an error is established, the Company will make necessary corrections.
- G. On execution of this Agreement, the Union shall confirm the accuracy of the seniority lists being used by URS and the subcontractors.

**ARTICLE 8
LAYOFF AND RECALL**

8.1 For the purpose of an indefinite layoff i.e., reducing the number of positions in a job classification and or decreasing the work force, employees will be laid off as follows:

1. Employees in the affected job classification having the least seniority in those classifications will be laid off first. Employee(s) affected will be determined by date of entry seniority in their classification.
2. Employees laid off will be recalled on a seniority basis in their classification when openings occur. Employees with ten (10) years of service will retain recall rights for six (6) months, those with more than ten (10) years will retain recall rights for one (1) year.
3. The Company will allow all employees to bump a junior employee in a reduction if they previously held that job or are qualified to perform it.
4. In cases where the Company determines there is a need for an indefinite layoff and/or i.e., reducing the number of positions in a job classification and or decreasing the work force, the Company will notify the Union and the employees in the affected job classification within two (2) business days of decision, with a minimum two week notice before the employee is laid off. Notice in person or by mail to the employee's last known address shall be considered to be notice under this article.

8.2 Employees will be initially notified of recall by telephone. If unable to make contact by phone the Company will send notification by Registered Mail to their last known address on the Company's records, with a copy to the Union.

**ARTICLE 9
DISCHARGE AND DISCIPLINE**

9.1 It is understood herein that no employee will be disciplined, discharged, or suspended without just and sufficient cause. All forms of discipline shall be issued consistent with the offense committed in accordance with established company policies, procedures, and work rules that were provided to the union prior to the offence; or that the union membership should have access to or have previously been made aware of. In such discipline cases, the Union will be notified of the action being taken by the Company.

- A. If the Company is conducting an investigatory interview (or questioning an employee) to obtain information that could lead to discipline, the employee, who is being interviewed by management, may invoke their Weingarten rights, and request that a Union Steward be present during the interrogation. This right belongs to the worker, not the Union, and can be invoked only by the employee.

- B. Any employee subject to disciplinary action by the Company, which includes economic penalties, will be given the opportunity to have their Union Steward or Union representative present at the disciplinary hearing. The Union and the employee will be given a copy of the disciplinary action no later than two (2) business days after issuance of the discipline by the Company.

- C. Any disciplinary notice will not remain in effect for a period of more than one (1) year from the date of the violation that gave rise to such notice, except as noted below. Notices, to be considered valid, must be issued by the Company and signed by the employee or a witness (Supervisor, HR, or Union Representative) if the employee refuses to sign, with a copy provided to the Union. Notices will be specific, not general, in nature as to alleged violation (i.e., time, date, place, and nature of violation).
 - 1. If during the one year period the employee again receives discipline, the disciplinary notice and all subsequent disciplinary notices may be relied upon for the purpose of determining and issuing appropriate discipline. Disciplinary notices will not be the sole factor considered in promotional decisions unless related to the job the employee seeks.
 - 2. Discipline issued for violations of discrimination or issues of workplace violence will remain in effect for the duration of the employee's employment with the Company.

- D. A discharged or suspended employee will be furnished a discharge or suspension notice in writing, setting forth the precise charge which has caused this action with a copy sent to the Union.

- E. The Union agrees to have a drug free workplace.
 - 1. The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees.
 - 2. All employees are expected to report to work fit for duty and free from the effects of illegal drugs or alcohol. Employees taking a prescribed medication must consult with their doctors to ensure fitness for duty. Any work related restrictions must be promptly reported to their Supervisor.
 - 3. The unauthorized use, sale, transfer, or possession of alcohol, drugs, controlled substances and/or "mood altering" substances, (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on Company or Customer premises, in Company or Customer vehicles, or in personal vehicles while conducting Company business is prohibited. Violation of this section of the Agreement is grounds for immediate termination.

4. Employment candidates may be tested for drug and alcohol use pre-hire. Post-hire, employees will be tested for alcohol and drug use upon reasonable suspicion, and work related accidents or injuries. Random testing for drugs and alcohol may be conducted as required by the contract or as directed by the customer. Holders of Commercial Driver Licenses (CDL) will be subject to DOT testing. Any employee who tests positive for alcohol or drugs, or attempts to adulterate or substitute a specimen, or who refuses to be tested will be subject to termination.
5. The Company considers any violation of drug use, possession, distribution, or sale of drug and drug paraphernalia a serious matter. Employees convicted of a criminal drug statute are subject to disciplinary action up to and including termination.

ARTICLE 10

GRIEVANCE AND ARBITRATION

10.1 A grievance will be presented as soon as practicable after the first occurrence upon which the grievance is based, but in no event later than fifteen (15) full working days from the date the grievance becomes known or should have been known. All grievances will be in writing and processed in accordance with the following steps, if they cannot be resolved during the oral stage.

- A. The Union will file a class-action grievance for any issue that would significantly impact the bargaining unit employee(s).
- B. All termination grievances will start at STEP 3.
- C. **GRIEVANCE PROCEDURE:**

ORAL STEP:

1. Any employee or employees, either directly or through a Union Steward, shall have the right to verbally present a complaint to his immediate supervisor. The Union Steward will be given an opportunity to be present at such meeting, if requested by the employee.
2. All attempts must be made by the parties to resolve the complaint during the oral stage, if at all possible. If the complaint is not settled within fifteen (15) full working days and the complaint involves a matter subject to the Grievance Procedure the complaint will be reduced to writing and considered a grievance, and be filed with the Company by a Union Steward.

STEP 1:

1. A meeting will be held between immediate Supervisor/Department Manager of the activity or the Company's designated representative and the Union representative. The employee, the immediate supervisor, and a Union Steward will have the right to be present at the Step 1 meeting.

2. The step 1 meeting will occur no later than five (5) working days after the Company's receipt of the grievance. The Company will make a written reply no later than ten (10) full working days after the step 1 meeting.
3. If this reply is unsatisfactory to the Union, the grievance may be appealed to Step 2, provided such appeal is received by the Company within ten (10) full working days following receipt by the Union of the Company's response.

STEP 2:

1. A meeting will be held between the Contract Site Manager of the Company, or the Company's designated representative, and the Union's representative.
2. The Company will make a written reply no later than ten (10) full working days following receipt of the Union's appeal to Step 2.
3. Upon receipt of the Company's Step 2 response the Union has ten (10) full working days to appeal to Step 3.

STEP 3:

1. A meeting will be held between the Company's Human Resource Representative or the Company's designated representative and the Union's representative and International Representative. The Step 3 meeting will take place within thirty (30) full workdays following the appeal to Step 3.
 2. Following the meeting, the Company will make a written reply to the Union not later than ten (10) full working days after the Step 3 meeting.
 3. If the reply is unsatisfactory, the grievance may be appealed to arbitration provided the Company receives such appeal within thirty (30) full working days following the Union's receipt of the Company's Step 3 response.
- D. All the time limits may be extended by mutual agreement by the parties when set forth in writing. Failure of the Company to respond within the time limits shall constitute a basis for escalating the grievance to the next step.
- E. Following notification of intent to arbitrate, the Union will submit a written request to the FMCS to provide a list of names of no less than seven (7) experienced arbitrators. Within ten (10) full workdays of receipt of said list, the Company, and Union will, using the striking method, select an arbitrator from the list of names. The order of striking will be determined by lot.
- F. The parties agree that the decision or award of the arbitrator will be final and binding upon them and the affected employees and that each will abide thereby. The authority of the arbitrator will be limited to determining questions directly involving the interpretation or application of this Agreement, and the arbitrator will have no authority to determine any other matter. The arbitrator will have no authority to add to, subtract from, or to change any of the terms of this Agreement, nor to change an existing wage rate. The arbitrator's interpretation of a provision of this Agreement will

be considered as binding precedent on that contractual issue; and in no event will the same factual question or issue of contractual interpretation be the subject of arbitration more than once.

- G. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses incidental to arbitration, mutually agreed to in advance, will be borne equally by the parties.
- H. It is agreed and understood that the parties will share all evidence to be presented in arbitration with one another no less than ten (10) full workdays prior to the arbitration hearing.

ARTICLE 11 HEALTH AND SAFETY

11.1. The Company, the Union and all employees share the responsibility for maintaining a safe, clean and healthful workplace.

11.2 Employees are required to comply with safety rules and regulations established by the Company and Government agencies, and to wear such protective clothing or use such safety equipment as required and shall be furnished by the Company.

11.3 The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

11.4 Except for shoes, all safety wearing apparel, safety equipment, and/or protective devices shall be provided by the Company and remain the property of the Company and are intended solely for the use by employees during their working hours. For all regular employees required to wear safety shoes, the Company will reimburse up to a maximum of \$240 toward the purchase of safety shoes/boots every two years. Reimbursement shall be done in accordance with the established company procedures. Employees who receive payment for the purchase of safety shoes shall be required to wear safety shoes while performing work for the Company. Should an employee terminate his/her employment or be terminated by the Employer within six (6) months of receiving funds for the replacement of worn out safety shoes, the prorated cost shall be deducted from the employee's last paycheck. The Company shall furnish safety and protective equipment to employees as required by industry standards established by the United States Occupational Safety and Health Administration (OSHA) and the United States Navy.

11.5 The Company will notify employees of those smoking areas which have been designated by the Navy.

11.6 The Company will notify the employees of break areas which have been designated and provided by the Navy.

ARTICLE 12 SHOP STEWARDS

12.1 The Company agrees to recognize the Stewards duly authorized by the Union to represent those employees covered by the terms of this Agreement. There will be a maximum of three (3) Stewards in total for all companies' signatory to this Agreement unless modified by mutual agreement in writing between the Company and the Union. For each Steward, the Union may designate one (1) Alternate, who may function as the Steward in the case of the Steward's absence.

- A. For the purpose outlined above, the Union agrees to supply the Company in writing, and will maintain with the Company on a current basis, a complete list of Stewards. The Union will post a current list of Union Stewards on each Union Bulletin Board. The Union may appoint a replacement Shop Steward for a Steward who is on detachment, leave of absence, vacation, or otherwise incapacitated or unavailable. The regular certified Steward will assume their Shop Steward position upon return to work at Oceana and the replacement Steward will no longer be recognized as a Steward.
- B. Subject to other provisions of this article, reasonable and necessary time off during work hours will be granted, without loss of pay, to permit Stewards or Alternate Stewards to fulfill their responsibilities to the Employees, and will not unreasonably interfere with assigned duties. Weingarten rights provide that any employee may request Union representation during an investigatory interview by management. This right was established by the Supreme Court in 1975 (NLRB v. J. Weingarten, Inc.) and provides that a worker who is being interviewed by management may request that a Union Steward or other employee be present during the interview. This right belongs to the worker, not the Union, and can be invoked only by the worker. Furthermore, the Union will ensure that Stewards will not conduct activities, which are not authorized by this Agreement or appropriate regulations.
- C. Recognizing the mutual benefit of resolving problems at the lowest level, any employee who has a complaint or grievance may discuss the matter with their Steward. When possible, discussions between Bargaining Unit members and Stewards should be conducted on the telephone. When discussions must occur away from the assigned cost center the necessary time away from the Steward's official work assignment will be scheduled as far in advance as practical to minimize interruption of workflow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and or management official, the Steward will request permission to leave from their immediate supervisor. Prior to entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor for permission before attempting to contact any employee. In each instance, the request for permission will be made over the telephone, when possible. The Supervisor's permission will be granted unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will establish an alternate time at which the Shop Steward can contact the employee.
- D. The scope of the Steward's activities will be limited to the following:

1. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance for which the employee desires a Steward to be present.
 2. To investigate a complaint or grievance before presentation to the appropriate supervisor.
 3. To present a request concerning this Agreement, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee.
 4. To meet with an appropriate Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
 5. To post notices, survey employees, and process information requests.
- E. Shop Stewards will be employees of the Company, selected from among the employees whom they represent.
- F. The Shop Steward will respond to and adjust employee initiated verbal or written complaints, or grievances occurring under their jurisdiction as provided for in the grievance procedure.
- G. The Union will be notified as to the time and place of new hire orientation or in-processing, and be afforded the opportunity to meet the new employee.
- H. An employee who is a Steward and who has accumulated six (6) months or more of seniority will, upon written request of the Union, be deferred from layoff so long as work for which they are qualified for is available among the group of employees they represent.
- I. The Company will provide the President and the Chief Steward of the Union 1 hour per week to meet with Union Members at their places of work to maintain/ensures a cohesive relationship with the Company and Union with CSM approval. This is not intended to interfere with normal operations/workflow.

ARTICLE 13
HOURS OF WORK

13.1 Normal Workweek: The normal workweek for employees covered by this Agreement shall consist of not less than forty (40) hours in five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours, exclusive of meal times. Once an employee's workweek is established, it will remain fixed but may be changed for valid business reasons with a minimum of two (2) days prior notice.

Absent mutual agreement, odd workweeks will be scheduled consistent with the parties' current scheduling matrix and employees will not be scheduled back to back to require more than five (5) consecutive days of work. Employees shall not be required to suspend work during regularly scheduled hours to avoid overtime.

Payroll Workweek: The payroll workweek for all employees shall begin at 12:01 AM Saturday and end at 12:00 midnight the following Friday (i.e., seven (7) consecutive calendar days, Saturday through Friday, inclusive).

Regular Shifts: Each employee shall be assigned to a shift with designated times of beginning and ending. The designated time for beginning each shift shall be a period of time within the following schedule:

- First shift shall commence between 6:00 a.m. and 10:00 a.m.
- Second shift shall commence between 2:00 p.m. and 4:00 p.m.
- Third shift shall commence between 10:00 p.m. and 12:00 a.m. the following day.
- Non-regular work week shall be considered a shift and shall comply with regular shift time schedules.

For first and second shifts, the unpaid meal periods shall be within the time frame of three and one half (3 ½) hours after each shift begins and three (3) hours before the end of the shift. For third shift, the paid meal period shall be within the timeframe of three (3) hours after the start of the shift and two (2) hours before the end of the shift. Meal periods may be changed by mutual agreement.

13.2 Shift Differential: All employees shall be paid a shift differential of one dollar fifty-five cents (\$1.55) per hour for all hours worked between 6:00 PM and 6:00 AM. Shift Differential pay shall be paid in hourly increments.

The employer recognizes the fact that there are times when inclement weather, a natural disaster, or any other planned or unplanned event may close an installation where its employees are assigned. When public base closure announcements are made, employees working under this contract should follow directions for "non-essential personnel."

ARTICLE 14

Overtime

14.1 It is understood and agreed that the Company may schedule overtime work. The company shall provide as much advance notice as possible, normally at least 48 hours' notice for weekday, weekend and/or holiday for overtime scheduling. This in no way can be construed as a guarantee of any notification requirements since the Company may need to support new/revised Customer requirements. Employees working the job will be given the first opportunity to work the overtime. If the employee working the job is not available, or additional personnel are needed an attempt shall be made to staff the overtime assignments with qualified volunteers in order of their Seniority. In the event that overtime requirements cannot be met with volunteers, the least senior qualified employee may be required to work the overtime. An employee may decline overtime work, provided that another qualified employee is available to work

the assignment. Advance requests by employees to be excused from overtime shall be considered by the Company on a good faith basis.

14.2 The overtime rate shall be time and one-half (1 ½) the employee's regular working rate of pay for all hours worked over forty (40) in a workweek. There shall be no duplication or pyramiding of overtime hours.

14.3 An employee, who has not completed their probationary period, shall not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by the Supervisor that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

ARTICLE 15 DURATION

This Agreement shall become effective November 2, 2018, which date is the date as of which this Agreement was executed (sometimes referred to as the "effective date of its this agreement") and shall remain in full force and effect until midnight at close of November 1, 2021, and shall continue from year to year thereafter unless written notice of desire to negotiated changes or revisions or terminate this Agreement is served by either party shall, no more than ninety (90) days and least sixty (60) days prior to anniversary date hereof, notify the other party of a desire to negotiate the current contract. The parties shall mutually agree to meeting dates within fifteen (15) days after receipt of such notice for the purpose of negotiating a new agreement.

No agreement, wavier, 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 *accepted by the Union*.

ARTICLE 16 SEPARABILITY

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

Article 17

POSTINGS AND BULLETIN BOARDS

17.1 The Company will provide at least four (4) bulletin boards for the use of the Union to post Union notices, which are non-controversial in nature.

17.2 There will be no distribution or posting by the Union, or by employees of advertising or political material, notices, or any other kinds of literature on the Company's or Government property other than herein provided.

ARTICLE 18

CONTRACT CONTINUATION

In the event that any other unit of the Company takes over any part of the business, as defined in Article 1 (Recognition) of the Agreement that this Agreement will remain in full force, effect, and honored by all parties.

ARTICLE 19

HOLIDAYS

19.1 Holiday pay shall be based on eight (8) hours, and is payable at the employee's base rate of pay. To qualify for holiday pay, an employee must work the last scheduled workday before and the first scheduled workday after the holiday (unless excused by a physician or by Management).

19.2 Presidential Decree/Order: Any time the President of the United States declares a National Holiday, the Program Manager will allow usage of (PTO) and employee(s) will be granted the day off.

19.3 The following ten (10) holidays shall be observed each calendar year:

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

19.4 Any employee required to work on any of the above holidays shall be paid for all hours worked at time and one half (1 ½) their working rate of pay plus applicable holiday pay. An employee required to

work a recognized holiday may request to have the holiday hours banked. If approved the employee is required to utilize the holiday hours within two weeks of the holiday. The request to bank the hours and the requested day off must be approved before the holiday occurs. There will be holiday hours paid on the recognized day if an employee is approved to bank the time.

19.5 Any observed holiday, stated above, that falls on a Saturday or Sunday, shall be observed under the same schedule observed by Federal Government. When a holiday falls during an employee's PTO, the holiday shall not be charged as PTO and be paid as holiday pay.

19.6 Part time employees who are regularly scheduled to work less than 40 hours per week shall receive prorated holiday pay based off the number of hours work the previous week.

ARTICLE 20 BEREAVEMENT

Bereavement – Paid bereavement of three (3) days (not chargeable to Personal/Sick time) for each occurrence will apply for deaths in the immediate family. Immediate family is defined as in-laws (brother, sister, father, mother, son and daughter), parents, children (including stepchildren), spouses, brothers, sisters, step parents, grandparents and grandchildren. Proof of such death(s) shall be provided to the Company within fourteen (14) days following the death. Bereavement must be taken within fifteen (15) days following the death. Extraordinary circumstances will be handled on a case by case basis.

In the event an employee is required to travel in excess of 300 miles (one way), CSM may grant the employee and additional two days of bereavement for the employee's spouse, parents, children, sister, or brother.

ARTICLE 21 EDUCATIONAL ASSISTANCE

The Company will provide educational assistance to employees who have completed 6 (six) months of employment in a bargaining unit classification. The Company agrees to reimburse all or part of the registration and tuition cost up to a maximum of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) per year.

In order to be eligible to receive tuition reimbursement, the Company must approve the course in advance, the course must be job oriented and job related, and it must be offered by a Company approved educational institution.

Employees must satisfactorily complete courses (2.0 GPA for undergraduate and 3.0 GPA for Graduate) of study to be eligible for assistance.

If the employee voluntarily terminates employment within one (1) year of receiving education assistance reimbursement the employee must pay back those funds in full before the issuance of the employee's last paycheck. If no repayment has taken place the company shall have the right to deduct from the employees last check any owed funds.

ARTICLE 22

JURY DUTY

22.1 The Company will pay the employee's full straight time hourly wage for a maximum of 10 days per year for jury duty. If the employee is called for grand jury service, then the maximum amount to be paid in a year to such an employee for all jury service (grand or regular) shall be 25 days. The foregoing shall be paid for time absent from work to respond to a subpoena, to perform jury duty, or to appear for a court appearance, regardless of the fee received as a witness or juror.

22.2 Employees will not be paid for any absence from work due to participation in any legal proceedings when they are a party to the action.

ARTICLE 23

LEAVE OF ABSENCE

23.1 Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave shall be approved. A maximum of two (2) extensions may be approved by the Company.

Health insurance may continue for a maximum of sixty (60) days provided the employee pays the entire premium at least ten (10) days prior to the next month's insurance coverage.

23.2 Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it shall be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

23.3 A Medical Leave of absence for legitimate personal health reasons supported by sufficient medical verification shall be granted to an employee for a period not to exceed ninety (90) days and shall be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons shall not exceed twelve (12) months. An employee shall be laid off after twelve (12) months.

Health, Dental and Vision, insurance, if elected, in addition to any optional benefits elected by the employee shall continue for the duration of the leave of absence as described above as long as the employee continues to pay his/her portion of the premiums at least ten (10) days prior to the next month's insurance coverage.

23.4 An employee on leave of absence for personal health reasons may return to work prior to or at expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to

perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work.

- a) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a biweekly basis, except in those cases where the employee's physician has provided an expected date of return.
- b) An employee may be returned to restricted duty provided the Company is able to accommodate said restrictions.

23.5 Upon approval of the CSM and if operations schedule permit, leaves of absence without pay for Union business not to exceed two (2) weeks, may be granted to Bargaining Unit employees of the Company, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, normally provided at least five (5) work days advance notice is given in writing to the Company.

23.6 Leaves of absence without pay in worker's compensation injury and legal occupational disease cases shall be granted automatically for up to a twelve (12) month period of legal temporary disability, and seniority shall accumulate for the full period of such leave.

23.7 An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's order to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee shall be given a leave of absence for, and shall accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Uniformed Service Employment and Reemployment Rights Act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

23.8 When leaves of absence are granted, the employee, upon return to active employment, shall be returned to his/her classification based upon seniority and qualifications.

When an employee fails to return to work at the expiration of an approved leave of absence, that employee may be disciplined, up to and including discharge, at the option of the Company.

23.9 Employees may utilize Family Medical Leave Act (FMLA). At the employees option they can take paid or unpaid leave for the maximum allowed by law.

ARTICLE 24

Assignments

24.1 In order to provide maximum stability, to ensure the even flow of operations, the safety

and security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign or upgrade employees as the workload dictates. A temporary assignment is defined as work performed at the employee's regular site of employment, outside of an employees' wage rate and or classification. Management will inform the Union and the employee in writing of such decisions as within three (3) days of the commencement of the assignment. The notification will include all particulars (i.e., duties, work hours, wages, etc.) of the assignment, including names of personnel involved, and duration of assignment. Temporary assignments will not exceed thirty (30) days. Temporary assignments may be extended by mutual agreement in writing between the Union and the Company and the individuals involved. The parties to this Agreement and the employees acknowledge that the need to perform the work is of paramount importance and that the agreement to extend a temporary assignment will not be withheld unreasonably. Employees temporarily assigned to a higher rated job will receive the higher rate.

24.2 All temporary assignments will be on a voluntary basis for all qualified employees. If no volunteers are available, the employees in the work center will be directed to these assignments starting with the least senior employee.

24.3 Any technician who is assigned to perform the duties of a lead employee will receive lead pay.

ARTICLE 25

Promotions

25.1 All bargaining unit vacancies may be posted simultaneously internally and externally.

1. All vacancy postings will be posted on the Union bulletin board for seven (7) days and include the following; date of posting, date of closing, the vacancy title, job duties, rate of pay, educational requirements, position minimum experience requirements, Company desired requirements, the number of openings (with requisition number), testing if required (including list of references) and security clearance requirements. If the vacancy requirements or the number of positions changes (an increase or decrease) during the posting period, the Company will notify the Union.
 2. Qualified internal candidates will be given first considerations for the position provided a qualified bargaining unit member applies for the vacancy.
- A. Bids shall be made online through the Company's electronic applicant tracking system or via paper application pursuant to individual company's practice. Bids received after the closing date will not be considered.
- B. Employees will not be awarded a position when such an award would create a conflict of interest, that is, when the position would report directly to, a family member as defined by Company Policy.

- C. Promotions will be made on the basis of the employee’s experience skill, performance in the employees’ current position, and ability to perform the duties of the position. When it is determined that the foregoing factors for two or more of the most qualified bidders are relatively equal, bargaining unit seniority will govern the selection. The intent of this paragraph is to permit employees with the associated skills, experience, training, and ability to fill the vacancy or new position.
- D. The Company will make every reasonable attempt to evaluate the candidates that bid on postings as quickly as possible. When there are extenuating circumstances such as; vacations, LOA, etc., the Company will notify the Union. It is also agreed that the Company and Union both have the authority to discuss mutual resolutions in an attempt to expedite job postings and selections. Any unresolved complaints arising from this article can be directed to the Program Manager for his review.
- E. Employees awarded a posted position will be eligible to post for another vacancy within six months of being awarded a posted position. However, the individual will not be considered for the position unless no qualified Bargaining Unit employees have been identified.
- F. For the purposes of promotions, during an employees’ first ninety (90) calendar days in a job, the employee may apply for a posting, but will not be considered as an applicant until all other bargaining unit applicants have been evaluated and deemed unqualified.

**ARTICLE 26
PAID TIME OFF (PTO)**

26.1 For vacation purposes, all employees shall be entitled to PTO which shall be based upon employee’s contract seniority date. An employee’s PTO account is credited at the end of the bi-weekly pay period, or monthly, depending on respective company.

Years of Service	Biweekly Accrual	Maximum Accrual		Maximum Carryover
Years of Service	Biweekly Accrual	Days	Annual	Carryover
0 to 4.99	3.08	10	80	96.00
5 to 9.99	4.62	15	120	144.00
10 to 14.99	6.15	20	160	188.00
15+ Years	6.85	22	178	200.00

26.2 For the purpose of determining eligibility for PTO, accruing shall be defined as follows:

- a. New hire employees will accumulate and earn PTO credits during the probationary period; however, they may not use these credits until they complete the probation period (90 days).

Those earned hours will accrue behind the scenes until the pay period in which the employee reaches the 90 days is complete and the accrual for that pay period is loaded.

- b. PTO taken by the employee is deducted from the employee's account until such time is exhausted.

26.3 PTO pay shall be computed at the employee's normal hourly base rate.

Employees, who are terminated from employment, are laid off, or who voluntarily terminate employment shall receive any remaining PTO earned, unused.

Effective the last pay period of the calendar year, employees may carry over the maximum as outlined in the chart above. Any amount in excess of this limit shall be paid out to the employee during January of the following year.

26.4 PTO should normally be requested no earlier than 3 months in advance, but in no case less than the day immediately prior to the day being requested except for unusual or unforeseen circumstances. The Company shall make every effort to approve PTO requests unless prohibited by legitimate business reasons. If a request is denied for legitimate business reasons, the employee will be advised when such time can be rescheduled. PTO will be approved on a first come first serve basis. When leave requests are submitted at the same time and a conflict in requested PTO periods arises, the employee having the greater seniority shall be given the preference.

- a. PTO may only be scheduled on the employee's regularly scheduled work days and may be scheduled for periods of one-half (1/2) hour or more.
- b. Employee's request for PTO leave shall be approved within seven (7) calendar days by the employee's Supervisor. Once an employee's PTO is approved it shall not be changed except for operational necessities.

26.5 PTO shall not be considered as time worked for the purpose of computing overtime pay.

26.6 In the event of a change of Contractor(s), the Company agrees to pay out all unused accrued PTO.

26.7 In the event the Customer or Company determine a facility closure or access restriction for part or all of the day due to inclement weather or for any other reason(s) by the Customer, employees may use PTO or leave without pay. However, if the Company is reimbursed by the Customer for such days, employees will be compensated.

26.8 Part-time employees who are regularly scheduled to work less than 40 hours per week shall receive prorated PTO accrual.

ARTICLE 27 401K/SAVINGS

27.1 A Union retirement plan meeting the requirements of Section 401(K) of the Internal Revenue Code will be implemented effective January 1, 2019, (the first pay period of January). Until that time

employees will continue to be eligible to participate in the Company's 401K plans as currently enrolled.

The Union 401K plan provides the following:

1. Employees are eligible to participate upon date of hire (allowing time for setup for new hires).
2. Employee deductions and contributions will be made bi-weekly.
3. Once per quarter, the Company will match fifty cents (\$0.50) on the dollar (\$1.00) up to 6% of employee contributions made throughout that quarter, up to the maximum allowed by IRS regulations.

Participants will not be eligible for this contribution while on unpaid leave status (i.e., educational leave, military leave, personal leave, FMLA or other forms of unpaid leave).

27.2 A completed Memorandum of Agreement provided by the IUE-CWA 401 (k) Retirement Savings and Security Plan must be submitted for plan participation.

Note: The terms set forth in this article shall be honored even if contrary language appears in the Memorandum of Agreement.

**ARTICLE 28
HEALTH AND WELFARE**

A. The Company shall offer the current medical, dental, and vision plans that are in place for the remainder of 2018. Effective January 1, 2019, employees will be eligible to be covered by the UFW/CWA (UFW) Insurance Fund Blue Cross Blue Shield medical plan (including dental and vision). See below for provisions of the UFW Insurance Fund BC/CS Plan medical plan.

UFW Blue Cross Blue Shield PPO Plan(NEW PLAN)		
<i>Benefit Features</i>	<i>In-Network</i>	<i>Out-of-Network (2)</i>
Annual Deductible Individual/Family	\$1,000/\$2,000	\$2,000/\$4,000
Annual Maximum	Unlimited	Unlimited
Out of Pocket Maximum (Excluding Deductible*)	\$3,500/\$7,000	\$7,000/\$14,000
<i>Practitioner Office Visit</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Office Visit Copay	\$30 Copay	60% after deductible
Specialist Office Copay	\$45 Copay	60% after deductible
Routine Diagnostic Lab, X-Ray, & Injections	No Additional Copay	60% after deductible
Non-Routine Diagnostic Services (5)	80% after deductible	60% after deductible
Provider-Administrated Specialty Pharmacy Products	80% after deductible	Not Covered

Effective January 1st 2019 the Company and Union agree that the medical premiums will be based on a 80/20 split payment with the Company agreeing to pay 80% and the Union members paying 20% of premium cost of the UFW Blue Cross Blue Shield Insurance Plan. The 80/20 premium split will apply to any premium changes from the UFW for this plan. The UFW reserves the right to change plan providers based on their current policies. The 80/20 premium rate will remain in place regardless of the UFW Plan provider. The Company and the Union reserve the right to re-negotiate plan providers and premium costs based on any change in Plan cost over 10 percent annually.

- B. Except to the extent required by law, part time, call-in, and temporary employees, i.e., any class of employee other than fulltime, shall not be entitled to any benefits or payments in lieu of benefits.
- C. Employees may elect to waive health insurance coverage and elect to receive the annual amounts listed below, paid prorated on a biweekly basis. Proof of alternate coverage will be required.

Employee: \$1,250

Dependent(s): \$1,250

- D. The employee share of the costs, if any, for all “other benefit plans” (those other than medical, dental and vision), may change over time and shall become effective without the obligation to negotiate with or secure the agreement of the Union. Similarly, Company may change the plan design of the “other benefit plans” offered without any obligation to first notify the Union or bargain with it, as long as the same plan design change applies to similarly situated, non-represented employees who participate in the plan.
- E. Plan Documents. Plan documents for a given benefit shall be the single controlling document for all issues regarding that benefit.
- F. Except for employees i) on military training leave, ii) receiving partial pay while on active military duty leave, and iii) on approved time off that does not exceed the provisions of FMLA, and except as required by law, or as specifically provided to the contrary elsewhere in this Agreement, an employee who is not on the active payroll of the Company, meaning the employee is not being paid by the Company a normal day’s pay for each day of absence, is not entitled to group benefits and is not accruing time for the purpose of paid time off.
- G. The Company and Union plans shall comply with COBRA.
- H. Employees are eligible to join the Group Benefits coverage plans on the first day of employment with the Company.
- I. JanTec Employees must continue enrollment in Company Dental, Vision, Life, AD&D, STD and LTD coverage as a separate package at the cost shared basis of this agreement. JanTec employees who waive Union Medical coverage are entitled to receive 90% of the applicable waiver amount of paragraph "C".
- J. Excluding the provision of Section I of this article, the Company shall provide Life and AD&D benefits in the amount of one times (1 x) annual salary for each type of plan. Employees may elect to purchase the Company's Optional Spouse and Dependent Life Insurance and additional personal coverage at their own expense, if available.

- K. Excluding the provision of Section I of this article, the Company will also provide basic STD to employees covered under this agreement. Employees may elect to purchase the Company's Optional Long Term Disability (LTD) Insurance at their own expense. STD benefits shall begin on the eighth calendar day of absence. STD benefits will be an amount equal to 66.67% of an employee's base weekly earnings, payable up to 26 (includes the waiting period) weeks for anyone period of disability due to injury or sickness.
- L. Flexible Spending Accounts – Employees may elect to participate in the Company's optional flexible spending accounts for the purpose of pre-taxing moneys for health care and childcare expenses as provided for by the Company.
- M. Employee Assistance Program (EAP) - Employees may participate in the optional services described in the Employee Assistance Program as provided by the Company.

ARTICLE 29
Transfer Travel

- A. A transfer for the purpose of this agreement is defined as an employee being assigned to work at a site other than the employee's normal employment site under this Agreement.
(i.e. Key West)
- B. The Union recognizes that the Company is responsible for a number of sites on the CTRR contract. At times it may be to the Company's advantage to temporarily utilize the expertise and experience of personnel here to temporarily support other interests. All temporary transfers to other sites will be on a voluntary basis for all qualified employees. If no volunteers are available, the employees in the work center will be directed to these transfers or duty assignments on a seniority basis with the most senior employee having first right of refusal, unless local operational demands require the senior employee to support critical assignments (if such a critical assignment exists the Company will notify the Union). The Company will make a full disclosure as soon as possible. This will include, but is not limited to:
 - 1. A full and comprehensive listing of duties
 - 2. Wages to be paid
 - 3. Precise duration of the assignment, not to exceed 60 calendar days without mutual agreement between the parties.
 - 4. Arrangements for lodging, transportation, per-diem, etc. will be made, if applicable per joint travel regulations.

Employees will be provided with a Company expense card in their name for all expenses associated with transfer travel. If a Company cannot provide expense cards the company will provide a cash advance to

cover 100% of estimated costs at least 48 hours prior to departure. If an employee is denied a Company expense card the company will work within established policies to provide funds for travel. An employee who is unable to obtain a company expense card may result in that employee being bypassed for the transfer travel assignment, and such bypassing will not be viewed as a violation of this agreement.

It is the responsibility of the employee to complete expense reports in a timely manner in order to ensure on time payments for the Company expense credit card.

Article 30 OTHER SPECIAL PAYMENTS

A. Call-In Pay:

Employee(s) called into work when not scheduled; will be afforded four (4) hours of call in pay if scheduled to work anything less than four hours. Hours worked over four (4) will be paid accordingly.

B. Injury Pay:

Employees who are injured on the job and require medical treatment will be paid up to eight (8) hours for time lost on the day injury occurred.

C. Lead Pay:

1. The Company shall determine the need and number of lead personnel for the operation. Assignment and reassignment of lead personnel will be at the sole discretion of the Company.
2. A Lead employee(s) shall receive one dollar (\$1.00) per hour differential added to their base pay for all hours paid while assigned or working in a Lead position.

a. Definitions:

- i. Lead: Lead is an assigned level of authority, not supervisory. Leads pass on work instructions and assignments to maximize effectiveness of the work center. Leads advise managers regarding the status of work assignments and maintain records, as required. Leads are, working leads, which perform position classification duties to ensure work center requirements are achieved. Leads will have point of contact responsibility for the work they lead, but having such responsibility does not make one a lead.

3. Supplemental Duty Increase (SDI):

The Company shall utilize the SDI (Supplemental Duty Increase) wage to temporarily upgrade an employee to perform work in a classification that is at a higher wage than the employee's current classification. IAW 29 CFR 4.169, the SDI wage rate will be the higher

of the two wages for all hours worked at the higher classification. The SDI wage will be utilized on a voluntary basis to meet contract requirements. SDI will be with the supervisor's approval. The employee must be fully qualified for the temporary work assignment.

4. Height Pay:

Personnel working at twenty feet (20') or more when directed by supervisor, and required to wear a harness. Two times (2x) the base rate. One-hour minimum.

Flight Pay / Helicopter Flight Pay/Small Boat Transfer Pay:

Employees will be paid at two times (2x) the base hourly rate for time spent for small boat, helicopter flight and flight transfer (excluding commercial flights [one hour minimum]).

Hazardous Duty Pay Differential:

Employees required to perform work on a U.S. Navy vessel will receive an additional \$1.50 for all hours worked per hour for all hours paid while underway. This excludes while working at the pier or while in port.

D. TRAVEL

1. Those employees who are required to travel away from their normal work place to perform duties for the Company shall receive all compensation required by the Fair Labor Standards Act and shall be entitled to expense reimbursement as required by the Joint Travel Regulations (JTR).

2. Upon return from travel, employees shall complete a travel expense report providing all receipts to the Company, at which time there will be a reconciliation of expenditures. In the event of under or over payment of expenses, the employee or Company shall reimburse the other party any amounts due within thirty (30) calendar days.

3. Employees will be provided or have access to an expense card to cover costs associated with travel.

E. Multiple System Additive

Employees that maintain three (3) or more operations/maintenance major job qualifications (e.g. DRMS, Link 16, CDL, FURY, Forklift, etc.) shall be paid \$0.50 per hour differential in addition to base pay and any other differential or special pay. Employees must maintain qualifications to rate this differential pay paid in hourly increments. The Company will determine applicable job qualifications to be included.

F. Employees appointed by the Company (receiving an Appointment Letter) to the Cyber Security Workforce will receive an additional \$.25 per hour.

G. The employer shall set the program manning level and shall ensure that enough drivers are trained and licensed in order to meet Customer obligations. Employees that possess and maintain a

Commercial Driver's License shall receive \$1.00 per hour for all driver hours logged. All costs associated with this program, excluding driver violations and fines, shall be borne by the Company.

**ARTICLE 31
COMPLETE AGREEMENT**

31.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

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


The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall meet to discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of presentation of the written notice to negotiate changes to the Agreement. Any modification or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

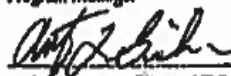
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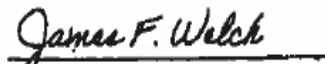
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 19th day of November 2018.

URS Federal Services, Inc.

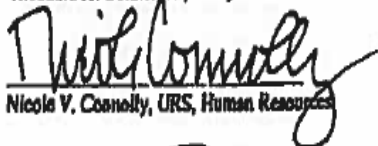
International Association of Electrical,
Soldered, Machine and Furniture Workers -
Communications Workers of America,
Local # 7032


Steve Moraca, URS, CTR,
Program Manager


Anthony "Tony" Gibano, URS,
Eastern Range Manager


James F. Welch, URS, CSM, Oceana



Theodore H. Booner, III, URS, Labor Relations


Nicola V. Connelly, URS, Human Resources


G. Michael Teyler
Bering Sea Environmental, LLC


Heidi Siegel, President
JanTec, Inc


Eric Benjamin, Business Representative


James Harold White, Jr., Committee
Member


John Miller, Jr., Committee Member


Myra Prince, Committee Member

APPENDIX A

WAGES

Job Title	Current	11/4/2018	5/1/2019	10/1/2019	10/1/2020
Communications Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
Communications Electronic Technician II	24.32	25.30	25.93	26.45	\$27.11
Communications Electronic Technician III	25.53	26.55	27.22	27.76	\$28.46
EMW Electronics Technician III	25.53	26.55	27.22	27.76	\$28.46
EMW Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
EW Pod Engineering Tech V	33.54	34.55	35.41	36.12	\$37.02
FURY Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
FURY Engineering Technician V	33.54	34.55	35.41	36.12	\$37.02
General Maintenance Worker	18.30	18.85	19.32	19.71	\$20.20
Instrumentation Electronic Technician II	24.32	25.30	25.93	26.45	\$27.11
Instrumentation Electronic Technician III	25.53	26.55	27.22	27.76	\$28.46
Instrumentation Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
LVC Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
LVC Engineering Technician V	33.54	34.55	35.41	36.12	\$37.02
LVC Maintenance Engineering Tech IV	27.42	28.24	28.95	29.53	\$30.27
Receptionist	12.44	13.26	13.59	13.86	\$14.21
Shipping/Receiving Clerk	16.25	16.75	17.17	17.51	\$17.95
Supply Technician	23.81	25.00	25.62	26.14	\$26.79
TCTS Computer Operator III	19.41	19.99	20.49	20.90	\$21.42
TCTS Computer Operator IV	21.57	22.22	22.77	23.23	\$23.81
TCTS Computer Operator V	23.88	24.60	25.21	25.72	\$26.36
TDL Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
TCTS Engineering Technician III	22.59	23.27	23.85	24.33	\$24.93
TCTS Engineering Technician IV	27.42	28.24	28.95	29.53	\$30.27
TCTS Engineering Technician V	33.54	34.55	35.41	36.12	\$37.02

Note: All monetary increases will become effective the first full pay period following the date specified, if other than the pay period start date.