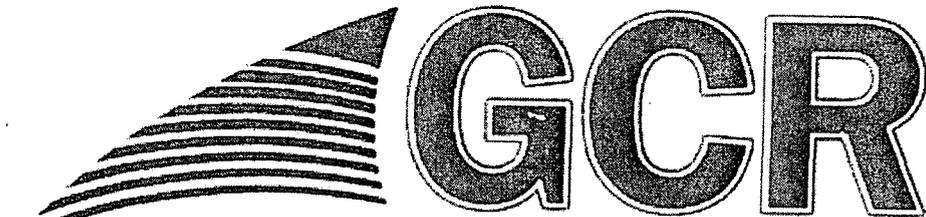


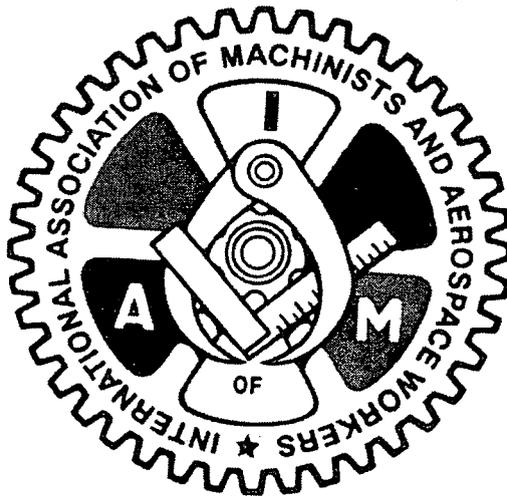
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Government Contracting Resources, Inc.

GOVERNMENT CONTRACTING RESOURCES, INC.

AND



INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND  
AEROSPACE WORKERS, AFL-CIO  
LOCAL LODGE NO.449

Panama City Beach, Florida

EFFECTIVE AUGUST 23, 2010 THROUGH JUNE 30, 2013

## INTRODUCTION

Section 1. This Agreement made and entered into this 19th day of August, 2010, by and between Government Contracting Resources, Inc. (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local No. 449 (hereinafter jointly and severally referred to as the Union) to be effective on the 23rd day of August, 2010. All economics will be effective 1<sup>st</sup> day of October, 2010.

Section 2. This Agreement shall remain in effect until midnight June 30, 2013 without reopening rights for any purpose by either party, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate the Agreement is given by either party at least sixty (60) days prior to June 30, 2013 or at least sixty days prior to any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to an extension of this Agreement for a specified length of time beyond the expiration date.

## PREAMBLE

Section 1. The parties have entered into this Agreement for the purpose of setting forth in writing the understandings they have reached with respect to wages, hours, and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

Section 2. For purposes of simplicity, the masculine gender is used throughout this agreement although it is understood that all references to gender include both sexes.

## ARTICLE I - RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed at its United States Naval Support Activity, Panama City Beach, Florida, site under the Base Maintenance Services Contract in keeping with a certification issued by the National Labor Relations Board on October 12, 2001, in Case No.15 RC 8357 for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined: All Maintenance and Service Personnel including the Plant Clerical.

Section 2. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this of this agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

- a. The Company and Union shall meet to negotiate new contract language to replace the particular clause(s) that was invalidated by federal or state legislation, in a timely fashion.

Section 3. The Contract shall be printed at the Company's expense and distributed by the Union

to each employee on the payroll as of signing of the contract as well as to each person who is hired or rehired.

Section 4 There shall be no unlawful discrimination by the Company, its employees or the Union against any employee because of race, sex, creed, color, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.

## ARTICLE II - AGENCY SHOP

Section 1. Union Payroll Deduction. It is agreed between the Company and the Union that 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. The employee's authorization shall be irrevocable from the date they are signed until this agreement expires, irrespective of their membership status in the Union.

- a. This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within ten (10) calendar days nor less than three (3) days prior to the date of termination of any irrevocable hereof. Such revocation shall be affected by written notice to the Company, and a copy sent by certified mail, return receipt requested, to the Union within ten (10) day period.
- b. Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.
- c. Deduction of membership dues or agency fees shall be made in a flat sum or by each pay period, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- d. All employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- e. All employees within the bargaining unit on the effective date of this agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the

effective date of this agreement who do not become Union members, or having become do not remain Union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.

- f. Employees who are Union members on the effective date of the agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or by-laws of the Union.

- 1.1(g) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fees as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency.

Section 1. 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 III - MANAGEMENT RIGHTS

Section 1. The management of the Company and the direction of the work force are vested exclusively with the Company. All functions of management, not specifically limited by the express language of this agreement, are retained by the Company. It is the right of the Company to terminate for just cause, suspend for just cause, or otherwise relieve employees from duty for lack of work. The Union further acknowledges that the Company may implement reasonable rules and regulations concerning methods to identify illegal work force and work place substance abusers and to fix and impose penalties for the violations in accordance with a Company Substance Abuse Policy, should one be developed.

Section 2. The Company Rules and Regulations, as contained in the Employee Handbook shall be made a part of this agreement, and will remain in effect during this agreement. In matters of dispute the CBA takes precedent over the Employee Handbook.

## ARTICLE IV – UNION ACCESS TO OPERATIONS

Section 1. With the prior approval of the Project Manager, the Business Representative or Acting Business Representative will be allowed to visit employees while they are on the job providing that such visits shall not interfere with production or work being performed.

Section 2. The Steward may, with the approval of the Project Manager accompany the Business Representative.

## ARTICLE V - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union or between the Company and any non-probationary employee covered hereby, with respect to the alleged violation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with the following procedure:

An employee or employees having a complaint shall be required to verbally present the same, directly through the Steward to the Project Manager.

Step One: Any Grievance that is not resolved must be reduced in writing, stating the provision(s) of the Agreement which the Union or Aggrieved employee claim were violated, signed by the Union or aggrieved employee and submitted to the Project Manager. A grievance must be filed in writing with the Project Manager within five (5) working days, excluding holidays, after the first occurrence of the event(s) giving rise to the grievance or after the Union or aggrieved employee first knows, or in the exercise of reasonable care, should know of its occurrence. The Project Manager shall give a Steward his written reply to the grievance within five (5) working days after the presentation of the grievance. If the Project Manager's reply is unsatisfactory, the Steward may appeal the decision to Step 2 provided such appeal is made within five (5) working days after receipt of the Project Manager's reply. It is understood that time spent in resolution of Step One grievances may be considered work time. Time spent by the aggrieved employee with the shop steward preparing a grievance or response is not considered work time.

Step Two: Between the COO of the Company and the Union's Business Representative. If the Project Manager's response in Step 1 is unsatisfactory, the Company's COO and the Union's Business Representative shall discuss the grievance within fifteen (15) working days after receipt by the Company of the aggrieved employee's notice of appeal from Step 1 of the grievance procedure. The Company's COO shall make a reply in writing not later than ten (10) working days after a discussion with the Union's Business Representative. All decisions of the COO shall be final and binding on all parties following Step 2 of the grievance procedure unless the Union informs the Company within ten (10) working days from the date of the Company's final decision in Step 2 that it desires to submit the matter to arbitration.

Step Three: Non-Binding Mediation. Any grievance that has not been settled pursuant to Article V, Section 1 of this agreement shall be referred to non-binding mediation.

Step Four: Arbitration. Any grievance that has not been settled pursuant to Article V Section I of this Agreement may be referred to arbitration. Unless the parties seeking to have the grievance referred to arbitration have delivered to the other written notice within ten (10) working days after the Step 2 response is given, such grievance shall be deemed to be forever waived. If the Union makes a timely election, the Company and the Union shall within ten (10) calendar days, join in asking the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Union and Company shall each have the right to reject one such panel for each grievance appeal to arbitration. For a non-rejected panel, a coin shall be flipped to determine which party shall strike first, after which the parties shall alternatively cross off names until only one (1) name remains, and he shall be the arbitrator for that specific grievance. The arbitrator shall give both parties the opportunity to present evidence and argue the grievance orally and in writing. The arbitrator shall make a written decision and award, in accordance with the evidence presented. If, in the judgment of the arbitrator, the grievance fails to address a specific article of this Agreement, his decision shall be considered by the Company and the Union to be binding. If this decision would alter, add to, or subtract from this Agreement, then the Company and the Union shall renegotiate the specific article(s) that apply. Such a written decision and award shall be binding upon the Company, the Union, and the aggrieved employee. The expense of arbitration, including the fees and the expense of the arbitrator and the costs of the meeting room, shall be shared equally by the parties. The Company and the Union shall each pay the expenses of their own representatives and witnesses.

Section 2: Compliance with Time Limitations and Procedures The time limits and procedures provided for in this article for the presentation and appeal of a grievance at any step are absolute. In the event of the failure of the Union or the Company to proceed at any step within the time prescribed or in the manner prescribed, the grievance shall be considered settled and not subject to further action of any kind unless the parties agree to extend the time limitations and procedures by mutual written agreement.

Section 3: Other Rights Nothing contained in this Agreement shall be construed to circumvent the right of an employee to take up a grievance with the Company and have the same settled without intervention of the Union, provided the settlement is not inconsistent with any of the provisions of this Agreement and further provided that the Union has been given the opportunity to have the Steward present at the time of settlement.

## ARTICLE VI - NO STRIKE/NO LOCKOUT

Section 1. The Union, its officers, agents, representatives and members agree that for the duration of this Agreement there shall be no strikes, sit downs, slow-downs, stoppages of work or any acts of any nature which would slow down or interfere with production and no picketing of any kind, for any reason; nor shall any such acts be promoted, condoned or encouraged by the Union, its officers, agents, or representatives. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this Section shall be sufficient grounds for discharge. The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring about an end to such misconduct.

Section 3. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful, nor the fact that a particular grievance or dispute is not subject to arbitration under the provisions of this Agreement, shall excuse the Union, its officers, agents and representatives, the employees of the Company, its officers, agents and representatives from their obligations under this Article.

#### ARTICLE VII - BULLETIN BOARDS

Section 1. The Company agrees to provide a board for the posting of legitimate Union Notices. This board should be approximately three (3) feet high and five (5) feet wide.

#### ARTICLE VIII - BARGAINING UNIT WORK

Section 1. Non-Bargaining Unit Personnel  
Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in this bargaining unit, except in cases of emergency, job instruction, and cross training. The term "emergency" is defined to mean an unforeseen combination of circumstances that call for immediate action. Work performed by supervisors and non-bargaining unit employees pursuant to this article is not intended to reduce work or overtime hours or result in the replacement of bargaining unit employees.

#### ARTICLE IX – SENIORITY

##### Section 1. Definitions

a. Seniority. Seniority shall mean an employee's length of continuous service with the Company at N.S.A. Panama City Beach, Florida, within the bargaining unit, measured in calendar days from the first day the employee actually worked on the contract on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employee's having the same seniority, the employee with the lowest last four digits in his Social Security number shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the ninety (90) day probationary period, at which time the employee shall possess seniority as defined in this Section 1. The Company will provide a list of newly hired employees to the Union on a monthly basis. Seniority shall be applicable only as expressly provided in this Agreement.

b. Seniority Rules: The employee determined to be senior based on procedures set forth in this section, paragraph (a) and qualified will be given preference over all other employees in the same classification for temporary or permanent opportunities that may arise and that are not specifically abridged, delegated or modified by other specific provisions of this agreement.

Section 2. Layoff

a. Determination of Layoffs. The Company will determine the timing of layoffs, the number of employees to be laid off, and the classification that will be affected by the layoff. A uniform reduction in the number of hours scheduled in a workweek for all employees in a classification shall not constitute a layoff.

b. Layoffs. In the event of a layoff, the Company shall designate the number of employees to be laid off in each job classification. Part time employees will be laid off first. In the event full time personnel are laid off, the least senior shall be laid off first. An employee who is designated to be laid off or who is bumped may bump in accordance with Section 3 below.

Section 3. Bumping An employee laid off pursuant to Section 2(b) of this Article, may bump a less senior employee in another classification in the same labor grade or in a lower paid labor grade, if the bumping employee has more seniority than the employee that he will bump and is qualified and certified to perform the work. Bumping rights must be exercised within three (3) working days after the employee is notified that a layoff will take place.

Section 4. Recall

a. Order of Recall If the Company determines to fill a vacancy in a classification from which employees are laid off, such employees shall be recalled in the reverse order of layoff.

b. Notice of Recall The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records, with a copy of the notice being provided to the Union Chief Steward at the time of the mailing. The employee must, within ten (10) calendar days of the mailing of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter return to work on such date. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be terminated.

Section 5. Termination of Seniority. An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a. discharge without being reinstated, quit, retirement, or resignation;
- b. failure to give notice of intent to return to work after recall within the time period specified in Section 4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. failure to return to work upon expiration of a leave of absence.
- d. layoff for a period of twelve (12) months.
- e. failure to return to work from a disability after a period of twelve (12) months.

Section 6. Seniority List. The Company shall provide the Union with a current seniority list every six (6) months. Any alleged error in a seniority list may be reported to the Company by the Union and/or the employee. If the listing is proven to be in error, it will be corrected and the

Company will not be obligated for any application or retroactivity.

Section 7. Return of Personnel to the Bargaining Unit. If an employee who has been in a bargaining unit position for a period of one year is transferred to a supervisory or other position with the Company, so as to be excluded from the coverage of this Agreement, such employee shall retain his bargaining unit seniority in the position from which he was transferred for a period of one (1) year but shall not accumulate additional seniority while he remains in the other position. At the expiration of this one (1) year period the individual shall no longer retain seniority in the Union.

Section 8. Seniority A permanent and duly elected Steward shall be the last to be laid off in his classification, provided he is willing and qualified to perform the available work at the same work location for the period of time that he is elected to serve as a Steward.

- a. The Union will notify the Company in writing stating the name of the Steward. Any subsequent change(s) of Steward will not be recognized by the Company until official notice is received from the Union. The Union may post this information on the Union bulletin boards.

#### ARTICLE X - FILLING OF VACANCIES

Section 1. If the Company determines to fill a new or existing job in any job classification within the bargaining unit, the Company will post a notice of vacancy or job opening on the bulletin board described in Article VII for a period of not less than three (3) working days. Subject to the provisions of Section 3, any employee may submit a bid for the job to the Company via the Program Manager in writing, during the posting period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

- a. The date the notice is posted and the date and time the notice will be removed.
- b. The job, with classification, to be filled.
- c. Job description.
- d. Rate of pay.
- e. Effective date the job is to be filled.

The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within the posting period shall remain valid for sixty (60) days. The Union's Steward will be furnished a copy of any bid upon request.

Section 2. The Company's selection of an applicant for such opening shall be based upon a consideration of three (3) factors among the applicants: (1) skill, ability, (2) qualifications to perform the work involved, and (3) seniority.

Section 3. Restrictions on Bidding

An employee who is awarded a job for which he bids must accept it, providing the

award is made within fifteen work days of the effective date that the job is scheduled to be filled, as provided for in (f) of Section 1 of this Article, otherwise the employee shall have the option of withdrawing his bid.

Section 4. Disqualification of Bidder An employee who is unable to perform the job to which he bid to the satisfaction of the Company within fifteen (15) work days after being awarded the job shall be returned to the job classification and labor grade he held at the time of submitting the bid. The employee will be given the reasons for such disqualification in writing.

Section 5. Pay Adjustments Employees promoted or temporarily assigned to a job that is paid at a higher rate shall receive the rate of the higher job class, provided that the employee performs the higher rated job for at least fifteen (15) minutes. Employees who permanently transfer into jobs; which are paid at a lower rate, shall receive the rate of the lower job class.

Section 6. As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of on the job training of employees in the operation and/or maintenance of the equipment involved, or for purposes of training for promotion. Employees will not be transferred for more than thirty (30) calendar days for the purpose of on-the-job training at any given time. Senior employees within a classification will be considered for training in accordance with the Company's needs. If an employee is transferred by the Company for training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment. The Company will determine the need and the number of employees to be so trained and will arrange such training as appropriate.

## ARTICLE XI - HOURS OF WORK

Section 1. The purpose of this Article is to define the normal hours but nothing in this Agreement shall be construed as a guarantee of hours of work or pay for any period.

Section 2. The normal workday shall consist of 8 consecutive hours in a 5 day work week or 10 consecutive hours in a 4 day work week, except in emergency situations, exclusive of lunch, which is scheduled to be taken at the convenience of the job.

Section 3. The normal workweek for payroll purposes shall begin at 00:01 on Monday and end 168 hours later at midnight on Sunday.

Section 4 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 business. Employee(s) starting time will not be changed during the same workweek except in emergency situations.

Section 5. Employees will be allowed one scheduled 15 minute rest period before and one 15 minute rest period after lunch in each complete scheduled work day, the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period,

and will attempt to establish the second rest period between lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a ten (10) minute rest period prior to the start of the overtime period in addition to any regularly scheduled rest periods. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees will be allowed to clean up their workstations 10 minutes prior to the end of the shift.

Section 6. A lunch period will be established and designated by the Company for a period of thirty (30) consecutive minutes, at approximately the midpoints of the shifts, in keeping with sound work practices and efficiency.

Section 7. Holiday Leave hours taken by employee(s) will count as hours worked.

Section 8. An employee called in to work from a paid leave, shall receive payment for hours worked. Such leave shall then be returned to the employees leave allowance, should the employee so request.

## ARTICLE XII – OVERTIME

Section 1. When the Company determines that an employee must perform work on an overtime basis, the following will apply:

Overtime will be paid at the rate of one and one-half (1 -1/2) times the basic hourly rate of pay as follows:

- a. For all hours worked in excess of forty (40) hours during any workweek. Leave time will not be considered time worked for this purpose.
- b. Leave time will not be considered hours worked, with the exception of holiday hours as specified in Article XI, Section 7.

The pyramiding of overtime is expressly prohibited. Overtime pay shall not be paid twice for or in respect to the same hours. Nothing in this Agreement requires the Company to provide employees with any overtime work.

Section 2. An employee called in to work, whether after leaving the work site on a scheduled work day or on an unscheduled work day, will be paid the appropriate overtime rate for the hours worked, or two (2) hours at the straight time rate, whichever is greater.

- a. An employee held-over or called-in will be told the reasons and nature of the work for which overtime is being required at the time he is contacted.

Section 3. Duty Pager. Employees will be required to carry the "Duty" phone in one week increments. Responsibility for this duty will be rotated among all employees.

- a. Employees will receive a \$100.00 "Duty Bonus" for the week in which they are responsible for the phone.
- b. Employees failing to respond or answer the "Duty Phone" shall forfeit the

100.00 Duty Bonus and be subject to reprimand.

### ARTICLE XIII- LEAVE OF ABSENCE

Section 1 Unpaid leaves of absence for sufficient cause may be granted by the Company upon application from employees who have completed their probationary period. Requests for leave of absence must be made in writing on a form provided by the Company and must be approved by the Project Manager.

Section 2 Seniority shall continue to accumulate during the approved leave of absence not to exceed twelve (12) months except by mutual consent. When an employee has been granted a leave of absence for a specified period of time, it will 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.

Section 3 Subject to the conditions stipulated in this Article, unpaid leaves of absence may be granted for the reasons stated in the following paragraphs:

(a) An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the release of a licensed physician provided he/she is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform his/her assigned duties safely, the company may have the employee examined by another physician, prior to his/her return to work. If the physician selected by the Company and the employee's physician disagree, then the employee will be examined by a third mutually acceptable physician and his/her decision will decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

(b) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work once every two (2) weeks, except in those cases where the employee's physician has provided an expected date of return, or when application and approval of the absence falls under the Family Medical Leave Act (FMLA).

(c) Leaves of absence without pay for Union business will be granted to representatives of the Union who are employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions, and Union educational courses, not to exceed ten (10) work days provided advance notice is given to the Company. However, not more than two (2) employees may be on such leave at any one time. It is understood and agreed that once every four (4) years, one (1) person will be granted leave of absence for up to three (3) weeks for the purpose of attending the Union's international conventions. Exceptions may be made by mutual agreement.

Section 4 When leaves of absence are granted, employees, upon return to active employment, will be returned to their job if their seniority will permit. If such job does not exist, or their seniority will not hold, they will exercise their bumping rights.

Section 5 Employees responding to a subpoena as a Company witness are considered to be on paid time.

Section 6 Any member of the Union shall, on written request by the Union, be granted unpaid leave of absence to serve in Union office for the term of such office. Employees on such leave shall accrue seniority. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if request is made within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with his/her qualifications and seniority privileges and applicable wage rate at the time of return to the active payroll. The returning Union member must report for active duty within thirty (30) days of the expiration date of such leaves in order to retain such rights, unless extended by mutual agreement by the parties.

#### ARTICLE XIV - JURY DUTY

Section 1. Any employee called for jury duty in state or federal courts will be excused upon presentation of an order requiring such duty to the Project Manager. The employee must advise the Project Manager as soon as he has been ordered to perform jury duty. The employee must also inform the Project Manager immediately upon release from jury duty and must return to work the next scheduled workday unless excused by the Project Manager. Employees are expected to make every reasonable attempt to return to work and to perform their work on their next regularly scheduled shift following release from jury duty. Full-time employees who are required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as a result of such service provided all other requirements are met. Full-time employees who are subpoenaed to testify before a state or federal court will be entitled to this benefit provided that they are not a party to the legal proceeding. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his straight-time rate of pay, which includes pay differentials. An employee who reports for such service and is excused from there within four hours of the time that he was scheduled to report to court, or who is excused from further service, or who is released on the last day of such service, shall immediately contact his immediate supervisor and report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Program Manager written proof, executed by the administrator of the court, of having served or having been subpoenaed, the duration of such service, and the amount of compensation received for jury service or witness pay.

#### ARTICLE XV - UNIFORMS AND SPECIAL CLOTHING

##### Section 1. Uniforms

All employees are required to wear and maintain a distinctive Company uniform (shirt) designated and supplied by the Company.

Section 2. Replacement of uniform items for other than normal wear and tear will be the responsibility of the employee. Employees who voluntarily terminate, are laid off or are involuntarily terminated are required to turn in all uniforms. Employees are expected to maintain their uniforms in a clean and neat condition.

Section 3. Safety shoes will be replaced on an as-needed basis. Employees will be reimbursed up to \$125.00 of cost for replacement safety shoes, yearly. The need to replace safety shoes will be determined by the Project Manager.

Section 4. Special Clothing

Any safety clothing or equipment required by OSHA will be furnished by the Company at no cost to the employee.

Section 5. Caps and Patches

The Company and the Union agree that all bargaining unit employees can wear IAM caps.

ARTICLE XVI — VACATIONS

Section 1. The employee's hire date shall serve as the anniversary date. Except as provided in this article, an employee may not accumulate and carry over unused vacation from one anniversary year to the next. An employee may receive pay in lieu of vacation.

Section 2. If an employee's vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, the employee shall be permitted to carry the vacation time over into the next year. In such cases, the employee must use the vacation time that has been carried over within the first six months of the new year.

Section 3. Paid vacations will be provided as follows:  
2 weeks after 1 year of service  
3 weeks after 5 years of service  
4 weeks after 9 years of service  
5 weeks after 15 years of service

Section 4. An employee must receive pay for time worked, approved paid time off, short term disability, workers compensation or unpaid union leave during a pay period in order to accrue vacation.

Section 5. An employee's previously established and unbroken continuous service with prior contractors at this site, and with the Company, will be used in computing an employee's credited service for vacation accrual purposes.

Section 6. Vacation requests for periods of vacation of more than one (1) day shall be established at least one (1) week prior to the day the vacation is to commence. Employee vacation requests shall be acted upon by proper authority and returned to the employee in a maximum of three (3) workdays of submission of said request to proper authority.

Section 7. Vacation requests for periods of vacation of one (1) day or less shall be established as no later than the beginning of the normal work shift prior to the day the vacation is

to commence. Employee vacation requests shall be acted upon by proper authority and returned to the employee by the end of the work shift the said request was submitted to proper authority.

Section 8. It is understood and agreed that it is not the intent of the parties to restrict management from approving requests not meeting submission time limits for employees with a valid emergency, provided Management can afford to approve such request based upon the current work load, as defined in Article XI - Hours of Work, Section 13, or under other unforeseen situations mutually agreed upon by the parties.

Section 9. The Company shall retain the final right to approve, deny, schedule, and cancel all vacations. Vacation requests shall be approved or denied in the order in which they are received by the Company. If two or more employees in the same classification request the same vacation dates and the Company determines to approve some but not all such requests, the requests will be honored on a first come first served basis. Once approved, the Company will not cancel the employee's vacation except in cases of emergency. The employee may cancel or reschedule an approved vacation with the approval of the Company. Terminating employees will be paid an amount equal to the vested annual leave.

Section 10. The Company will make available to the employee time sheets stating amount of time worked and amount of vacation and personal leave hours accrued on a semi-weekly basis.

#### ARTICLE XVII - PERSONAL LEAVE

Upon written request and with the approval of the Project Manager, an employee may be granted a personal leave of absence for good cause for any period satisfactory to the Company, with at least one (1) year of service, not to exceed thirty (30) calendar days in any calendar year. This leave, if granted, will be without pay and without loss of position or seniority. Leaves of absence must be secured in advance. Notification of leaves of absence of Union member will be furnished to the Union upon request. Replacement or temporary employees will not be required to join the Union.

Section 1. Personal leave may be used on a one-hour basis.

Section 2. Effective October 1, 2010 personal leave will be accrued at the rate of 2.0 hours per pay period for all employees. An employee must receive pay for time worked or approved paid time off during the pay period to accrue personal leave, which will be credited to the employee's personal leave account on the last day of the pay period.

Section 3. If an employee has not used his total accumulated personal leave during any calendar year, he may carry such accumulated leave into the next year but may not exceed 5 days carried over. Personal Leave days in excess of five days at the end of any contract year will be voided.

Section 4. In the event of illness/personal emergency an employee who has no accrued personal leave may take vacation leave or leave without pay, at the employee's option.

Section 5. It is understood and agreed that the referenced time limits in Article XVI, Vacation, Sections 6, 7 and 8 may also be applied to requests for non-emergency use of personal leave.

#### ARTICLE XVIII - BEREAVEMENT LEAVE

Section 1. An employee who has completed his probationary period (90 days) with the Company shall be entitled to Bereavement Leave. In the event of a death in the employee's immediate family, an employee shall be paid for a maximum of three (3) days absence. If an additional day shall be required for travel beyond three hundred (300) miles from the Company's location such day shall be allowed off, with pay, in addition to the three (3) day period referenced above. If 2 (two) additional days shall be required for travel beyond six hundred (600) miles from the Company's location such days shall be allowed off, with pay, in addition to the three (3) day period referenced above. The employee must supply documentation for bereavement (i.e. copy of the obituary notice from the newspaper, death certificate or funeral home announcement).

Section 2. If requested, up to five additional work days off without pay may be granted by the Company in cases involving the death of an employee's immediate family member.

Section 3. "Immediate family" shall be considered as follows: Spouse, children, stepchildren, parent, brother, sister, grandparent, grandchildren, son-in-law, daughter-in-law, and parents-in-law.

#### ARTICLE XIX - HOLIDAYS

Section 1. The following ten (10) days each year are to be paid holidays:

Labor Day	New Years Day
Columbus Day	Martin Luther King, Jr.'s Birthday
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the federal government.

Section 3. Employees will receive such holiday pay provided that they work or are on approved absence the last scheduled workday prior to and the next scheduled workday following such holiday. Employees who work on a paid holiday will receive one and one-half times their normal hourly rate of pay in addition to the paid holiday.

#### ARTICLE XX IAM NATIONAL 401(K)

I.A.M. NATIONAL PENSION FUND  
I.A.M. NATIONAL 401(K) PLAN

- A. The undersigned Employer wishes to become a Contributing Employer to the I.A.M. National 401(k) Plan for all its employees who are working under an I.A.M. Collective Bargaining Agreement effective 10/01/07 through 09/30/09.
- B. The Employer will make authorized weekly/biweekly pre-tax and/or after tax deductions of a percentage of the employee's current earnings for each pay period. All employees covered by this Agreement will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages; and this percentage will be forwarded to the Fund by the Employer unless the employee affirmatively elects not to have the automatic deduction or elects to have a different percentage deducted from his or her wages.
- C. All such deductions shall be remitted to the Fund two business days after the end of each pay period for which the deductions are made but in no event later than the tenth (10th) day of the month following the pay period for which the deductions are made.
- D. Such deductions are required to be remitted to the Plan by the Employer and must be sent to:
- I.A.M. National Pension Fund,  
I.A.M. National 401(k) Plan  
P.O. Box 64341  
Baltimore, MD 21264-4341
- or such other address as the Trustees may require.
- E. Participation in the Plan for a new employee will not commence until the employee completes any probationary period, but not more than 1,000 hours of service from the date of hire.
- F. The Employer agrees to make further deductions from the employee's wages of any monthly amount required by the Plan to pay back a loan taken from the Plan by the employee if applicable. Such amounts will be deducted and remitted to the Plan in accordance with paragraphs (A), (B) and (C).
- G. The Employer agrees to maintain and abide by any deferral election form provided by the employee to the Employer and to provide the Trustees of the Fund with all compensation and other data needed for the Trustees to administer the Plan in accordance with the terms of the I.A.M. National 401(k) Plan and applicable law.
- H. The Employer agrees to be bound by, and hereby assents to, the Amended and Restated Trust Agreement for the I.A.M. National Pension Fund and by the terms of the I.A.M. National 401(k) Plan currently in effect and as the Trust and Plan may be amended from time to time.
- I. This Agreement contains the entire agreement between the Employer and the I.A.M. National Pension Fund, I.A.M. National 401(k) Plan for the participation of this group of employees. No oral or written modification of this agreement shall be binding unless agreed to in writing by the Trustees of the I.A.M. National Pension Fund. No grievance

procedure, settlement, or arbitration shall be binding on the Trustees of the I.A.M. National Pension Fund.

- J. This Agreement shall become effective upon its acceptance by the Trustees of the I.A.M. National Pension Fund. No employee deductions shall be remitted until notification of acceptance by the Trustees of the I.A.M. National Pension Fund.
- K. The Employer understands that the participation in the Plan of its employees is conditioned on their participation in a defined benefit pension plan and the Employer's compliance with Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code. Participation in the I.A.M. National 401(k) Plan is further conditioned upon the Plan not being a top-heavy Plan under Section 416 of the Internal Revenue Code with respect to the Employer's non-bargaining unit employees.
- L. The Employer agrees to provide the information and certifications required by the Trustees to monitor compliance with the Plan and the Internal Revenue Code, including compensation and other information regarding all Bargaining Unit employees of the Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) or 401(k) of the Internal Revenue Code, or if the Plan is top-heavy with respect to the Employer's employees, or if the Employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the Employer's employees shall terminate. In addition, the Trustees may in their discretion terminate this agreement at any time by 60 days' written notice.

#### ARTICLE XXI — INSURANCE

The Company will continue to provide health insurance for employees and their family in the same manner as is provided to all Company employees. Health insurance is provided the first day of the month after completion of 30 days of employment. The Company will provide employees with benefit dollars as shown below. Each employee is required to purchase the "employee only" package that GCR offers to all of its employees. Any benefit dollars remaining shall be deposited into the employees 401(k) plan account. Employees will be entitled to the following benefit dollars:

Currently Effective 10/01/2009 \$775.00 per month  
Effective 10/01/2010 \$775.00 per month  
Effective 10/01/2011 \$825.00 per month  
Effective 10/01/2012 \$875.00 per month

Currently the company-provided coverage for the employee includes: Medical, Dental, Vision, Life, AD&D, STD, and LTD.

COBRA continuation of health and dental insurance after termination of employment will be administered according to law.

ARTICLE XXII - WAGE RATES AND JOB CLASSIFICATIONS

Section 1. The following wage rates and job classifications as described here and in Appendix A, will be effective for the period of this Agreement and apply to all bargaining unit employees on the Base Maintenance Contract at the NSA Panama City Beach Site.

Section 2. The following hourly wage rate will be applied to each class of employees:

<u>Job Classification</u>	<u>Current</u>	<u>10/1/10</u>	<u>10/1/11</u>	<u>10/1/12</u>
Electrician	\$24.09	\$24.93	\$25.81	\$26.71
Locksmith	\$22.83	\$23.63	\$24.46	\$25.31
HVAC Mechanic	\$24.09	\$24.93	\$25.81	\$26.71
Maintenance Worker	\$21.60	\$22.36	\$23.14	\$23.95
Office Admin	\$16.86	\$17.45	\$18.06	\$18.69

Section 3. Employees who use their privately-owned vehicle (POV) in the performance of their duties will be paid mileage at the current federal rate for business miles driven, for the use of a car (including vans, pickups or panel trucks).

ARTICLE XXIII - UNION REPRESENTATION

Section 1. The Company agrees to recognize the Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement.

Section 2. The scope of the Steward's activities:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b. To investigate an alleged grievance or a grievance of record before presentation to the Project Manager.
- c. To present an alleged grievance or a grievance to the Project Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with the Project Manager when necessary to adjust grievances in

accordance with the grievance procedure of this Agreement.

- e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to union representation. If requested, his Steward shall be provided.

Section 3. The Steward shall be empowered to adjust employee grievances occurring under his jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement.

Section 4. The Steward shall be an employee of the Company who has completed his probationary period and selected from among the employees he represents.

Section 5. In cases of written reprimand or Corrective Action Boards, the Company agrees to notify the Steward prior to taking any disciplinary action, if possible. The Steward shall be present during any disciplinary action.

Section 6. New or transferred employees who are employed in occupations covered by this Agreement shall be introduced to the Union Steward in the work area to which such employees will be assigned within twenty-four (24) hours following such assignment.

#### ARTICLE XXIV - JOB DESCRIPTIONS

It is agreed that company has the right to produce job descriptions that reflect the work to be performed on this contract. Any changes to the material content of the job descriptions that were in effect on the date of this agreement shall have no adverse effect on personnel currently employed in these occupations. Any changes in the minimum qualifications, essential job duties or summaries shall not be used to demote, transfer or discipline employees currently holding said classifications. Nothing in this Article is intended to infringe on the management rights of the company to accept additional work at this location. Nor shall this paragraph infringe upon the company's need to respond to customer modifications to this contract.

#### ARTICLE XXV - SAFETY

##### 1. Company Commitment:

- The Company agrees to maintain sanitary, safe and healthful conditions in all its operations and working establishments in accordance with applicable Federal, National Consensus, State and Contractual Safety & Health Laws, Rules & Regulations.
- Under no circumstances will any employee be required to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of any applicable statute or government regulation relating to safety of person or equipment. The term "dangerous conditions of work", does not relate to the type of cargo, property and/or material which is hauled or handled.

- The Employer retains all rights not specifically addressed in this Agreement.

2. Legal Compliance and Revisions:

- The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable Safety & Health Laws, Rules, and Regulations.

3. General Responsibilities:

- All employees of the Company shall adhere to and comply with the Company's Safety and Health Plan.

- Compliance with prescribed safety & health policies & procedures is considered a condition of employment. An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition and/or accident will be subject to coaching, counseling or disciplinary action, up to and including discharge.

- Any employee who willfully or intentionally engages in such misconduct as identified in the preceding paragraph may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause.

- All Employees who drive contract vehicles, to include Employer owned/leased, and/or Government furnished vehicles, will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies.

- Employees shall keep equipment and contract vehicles, to include Employer owned/leased and/or Government furnished vehicles, within their control, in a neat, clean and safe condition. Each Employee driving an Employer owned/leased or Government furnished vehicle shall perform the Vehicle Safety Inspection Checklist Procedures as required by Company procedures.

- Employees will be responsible for reasonable care of customer and/or Company furnished equipment and will notify the Company of any loss, sabotage or willful damage to Company, customer, or employee property and/or materials.

4. Personal Protective Equipment:

- The company shall provide all required personal protective equipment (PPE) as required by recognized national consensus safety standards at no cost to the employee.

- Employees shall be required to comply with all safety rules and regulations established by the Company, and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.
  - Employees required to wear steel toed shoes or boots by the company shall be reimbursed up to \$125.00 dollars once every 12 months, for such shoes or boots, upon presentation of a paid receipt to the Company. The employee must provide sufficient evidence that a replacement safety shoe is actually necessary. The shoes/boots shall meet applicable safety standards.
  - Employees who work in areas and/or assignments where they are required to wear a respirator and Self Contained Breathing Apparatus (SCBA) will meet the face-piece-to-face seal standards as established by recognized national consensus safety & health standards.
5. Safety Training:
- Training and certification as required by recognized national safety consensus standards and/or contract requirements will be accomplished in accordance with applicable Federal and State guidelines.
6. Safety and Health Committee:
- A Safety and Health Committee shall be formed consisting of:
    - The Company's Project Manager (or his designated representative)
    - Two employees selected by the Union
  - The Safety and Health Committee shall work cooperatively to ensure a safe environment at the Project for all employees shall meet as often as necessary, but not less than bi-monthly, to evaluate safety conditions and recommend actions to the Company.
7. Incident/Injury/Mishap Reporting & Investigations:
- Any employee involved in any accident shall immediately report said accident and any physical injury sustained to their immediate lead, supervisor and/or Manager. The employee, before the end of his/her current shift, shall accurately complete an accident investigation report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident if known.
  - Any employee becoming aware of an unsafe working condition, to include equipment defects, will immediately report the condition to their immediate lead, supervisor and/or Manager. They will also record and submit a written report of the unsafe working condition or accident to the employee's immediate supervisor on forms provided by the employer within the same work day.
  - If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report.

ARTICLE XXVI - DEFINED BENEFIT PENSION PLAN

I.A.M. NATIONAL PENSION FUND  
NATIONAL PENSION PLAN  
STANDARD CONTRACT LANGUAGE

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof 1/ for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement 2/ as follows:

\$	2.00	per	Hour	effective	10/1/2010
\$	2.50	per	Hour	effective	10/1/2011
\$	3.00	per	Hour	effective	10/1/2012

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. 3/ The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. 4/

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

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

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

ARTICLE XXVII WORKERS COMPENSATION:

1. The employer shall provide Workers' Compensation protection for all employees for compensable events "arising out of and in the course of employment".

2. It is the responsibility of all employees to **immediately** notify their lead/supervisor/Project Manager in the event of an occupationally-related incident, to include: any mishap, injury, illness, property damage event, and/or near-miss incident.  
*(Immediately means as soon as practical after actions required to deal with the situation (i.e.: immediate emergency medical treatment, emergency procedures, etc. are taken care of.)*
3. Prompt employee mishap notification permits the best possible medical treatment, conduction of immediate safety investigations and implement measures to prevent future similar events. As such, immediate mishap reporting is a condition of employment and failure to do so will become a disciplinary matter.
4. The employee and employer will assist each other in completing appropriate paperwork regarding on-the-job injury claims when such claims are due and owing as required by law.
5. The Employee agrees to assist in the timely completion of appropriate forms and documentation per company policy regarding the injury or illness to allow for the prompt submission of claims.
6. An employee who is injured on the job and transported in order to obtain medical attention by a competent, licensed medical provider, as requested by the Company, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day, if it is determined by the doctor that the employee is unable to return to work.
7. The Company will furnish transportation as soon as possible for an injured employee to receive initial medical attention. Subsequent treatment for Workers' Compensation cases in a doctor's office, clinic, or hospital or any other competent, licensed medical provider, will be on Company time if a doctor's certification is furnished the Company by the employee specifying the treatment and appointment is during the employee's working hours. Transportation for such subsequent treatment will be furnished by the employee.

#### ARTICLE XXVIII DRUG-FREE WORKPLACE:

1. The Company Drug-Free Workplace Program is in place to ensure a safe, healthy productive work environment for current employees in all job classifications as well as employment applicants. Specific provisions are contained in the Employee Handbook and Company Drug Free Workplace Program.
2. In accordance with the Drug-Free Workplace Act of 1988 and other federal regulations, the Company and the Union agree to exercise their best efforts to provide a workplace that is free from the illegal use, possession or distribution of drugs or other controlled substances or the misuse of prescription drugs and that is free from the influence of alcohol.
3. Company policy strictly prohibits the unlawful possession, use, consumption, sale, purchase, distribution, being under the influence, dispensation or manufacture by any employee of

alcohol, any illegal drugs or illegally obtained drugs by an employee in the workplace. This applies on or within Company or customer premises or facilities; in the conduct of Company-related work off premises; or when operating Company, or customer provided vehicles on or off duty.

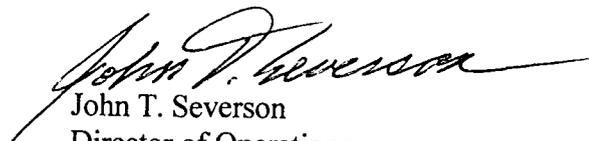
4. The Company is authorized to amend the Company's Safety Drug Free Workplace Program and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable Laws, Rules, and Regulations. Any substantive change or amendment to the Company Drug Free Workplace Program is subject to thirty (30) days advance notice to the Union, unless otherwise required for compliance with federal or state law or regulation.
5. The Company will not permit any employee to report to work to perform his or her duties after having ingested or being under the influence of alcohol or illegal drugs.
6. The Company will not permit any employee to report to work or to perform his/her duties while taking prescription or non-prescription medication which adversely affects the employee's ability to safely and effectively perform his or her job functions, may jeopardize the safety of co-workers, the public, or harm the reputation of the Company, its employees or customers. Employees are required to notify their respective Human Resources Department of all such medication prior to reporting to work.
7. It is a condition of employment to abide by the terms of the program. Any employee who violates this policy is subject to disciplinary action up to and including termination of employment.
8. The basis for testing employees will be in accordance with applicable law, including but not limited to the Drug-Free Workplace Act and Department of Transportation rules and regulations.
9. Employees may voluntarily identify themselves as users of illegal drugs before they are selected for testing. Employees who identify themselves will be referred to an Employee Assistance Program (EAP) for rehabilitation.\* Employees who comply with the provisions of the EAP and this policy will not be subject to disciplinary action, and will be subject to follow-up drug testing in the future, at the discretion of the Employer. The Company reserves the right to place the employee on leave status at that time for protection of health, safety and safe operations. The terms of continued employment will be discussed after the completion of the EAP program.

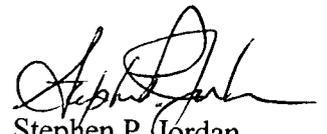
*\* This provision shall not be available to an employee who is asked to provide a urine sample under random, reasonable suspicion, post accident or unsafe practice testing and who thereafter (i.e., just before or after the sample is collected) admits his or her drug use.*

IN WITNESS WHEREOF, the parties have executed this Agreement by their representatives thereunto duly authorized as of August 19, 2010

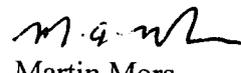
For: GOVERNMENT CONTRACTING  
RESOURCES, INC.

For: International Association of Machinists  
and Aerospace Workers AFL-CIO  
Local Lodge No. 449

  
John T. Severson  
Director of Operations

  
Stephen P. Jordan  
Business Representative

  
Michael P. Amley  
Project Manager

  
Martin Mors  
Chief Steward

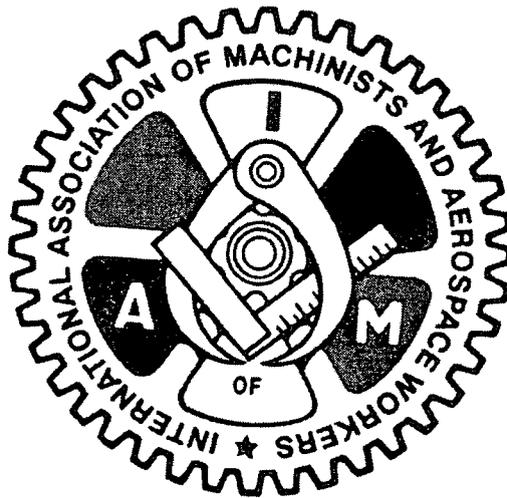
  
Lori Parks  
H/R Manager



Government Contracting Resources, Inc.

GOVERNMENT CONTRACTING RESOURCES, INC.

AND



INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND  
AEROSPACE WORKERS, AFL-CIO  
LOCAL LODGE NO.449

Panama City Beach, Florida

EFFECTIVE AUGUST 23, 2010 THROUGH JUNE 30, 2013

## INTRODUCTION

Section 1. This Agreement made and entered into this 19th day of August, 2010, by and between Government Contracting Resources, Inc. (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local No. 449 (hereinafter jointly and severally referred to as the Union) to be effective on the 23rd day of August, 2010. All economics will be effective 1<sup>st</sup> day of October, 2010.

Section 2. This Agreement shall remain in effect until midnight June 30, 2013 without reopening rights for any purpose by either party, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate the Agreement is given by either party at least sixty (60) days prior to June 30, 2013 or at least sixty days prior to any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to an extension of this Agreement for a specified length of time beyond the expiration date.

## PREAMBLE

Section 1. The parties have entered into this Agreement for the purpose of setting forth in writing the understandings they have reached with respect to wages, hours, and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

Section 2. For purposes of simplicity, the masculine gender is used throughout this agreement although it is understood that all references to gender include both sexes.

## ARTICLE I - RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed at its United States Naval Support Activity, Panama City Beach, Florida, site under the Base Maintenance Services Contract in keeping with a certification issued by the National Labor Relations Board on October 12, 2001, in Case No.15 RC 8357 for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined: All Maintenance and Service Personnel including the Plant Clerical.

Section 2. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this of this agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

- a. The Company and Union shall meet to negotiate new contract language to replace the particular clause(s) that was invalidated by federal or state legislation, in a timely fashion.

Section 3. The Contract shall be printed at the Company's expense and distributed by the Union

to each employee on the payroll as of signing of the contract as well as to each person who is hired or rehired.

Section 4 There shall be no unlawful discrimination by the Company, its employees or the Union against any employee because of race, sex, creed, color, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.

## ARTICLE II - AGENCY SHOP

Section 1. Union Payroll Deduction. It is agreed between the Company and the Union that 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. The employee's authorization shall be irrevocable from the date they are signed until this agreement expires, irrespective of their membership status in the Union.

- a. This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within ten (10) calendar days nor less than three (3) days prior to the date of termination of any irrevocable hereof. Such revocation shall be affected by written notice to the Company, and a copy sent by certified mail, return receipt requested, to the Union within ten (10) day period.
- b. Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.
- c. Deduction of membership dues or agency fees shall be made in a flat sum or by each pay period, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- d. All employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- e. All employees within the bargaining unit on the effective date of this agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the

effective date of this agreement who do not become Union members, or having become do not remain Union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.

- f. Employees who are Union members on the effective date of the agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or by-laws of the Union.

- 1.1(g) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fees as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency.

Section 1. 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 III - MANAGEMENT RIGHTS

Section 1. The management of the Company and the direction of the work force are vested exclusively with the Company. All functions of management, not specifically limited by the express language of this agreement, are retained by the Company. It is the right of the Company to terminate for just cause, suspend for just cause, or otherwise relieve employees from duty for lack of work. The Union further acknowledges that the Company may implement reasonable rules and regulations concerning methods to identify illegal work force and work place substance abusers and to fix and impose penalties for the violations in accordance with a Company Substance Abuse Policy, should one be developed.

Section 2. The Company Rules and Regulations, as contained in the Employee Handbook shall be made a part of this agreement, and will remain in effect during this agreement. In matters of dispute the CBA takes precedent over the Employee Handbook.

## ARTICLE IV – UNION ACCESS TO OPERATIONS

Section 1. With the prior approval of the Project Manager, the Business Representative or Acting Business Representative will be allowed to visit employees while they are on the job providing that such visits shall not interfere with production or work being performed.

Section 2. The Steward may, with the approval of the Project Manager accompany the Business Representative.

## ARTICLE V - GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union or between the Company and any non-probationary employee covered hereby, with respect to the alleged violation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with the following procedure:

An employee or employees having a complaint shall be required to verbally present the same, directly through the Steward to the Project Manager.

Step One: Any Grievance that is not resolved must be reduced in writing, stating the provision(s) of the Agreement which the Union or Aggrieved employee claim were violated, signed by the Union or aggrieved employee and submitted to the Project Manager. A grievance must be filed in writing with the Project Manager within five (5) working days, excluding holidays, after the first occurrence of the event(s) giving rise to the grievance or after the Union or aggrieved employee first knows, or in the exercise of reasonable care, should know of its occurrence. The Project Manager shall give a Steward his written reply to the grievance within five (5) working days after the presentation of the grievance. If the Project Manager's reply is unsatisfactory, the Steward may appeal the decision to Step 2 provided such appeal is made within five (5) working days after receipt of the Project Manager's reply. It is understood that time spent in resolution of Step One grievances may be considered work time. Time spent by the aggrieved employee with the shop steward preparing a grievance or response is not considered work time.

Step Two: Between the COO of the Company and the Union's Business Representative. If the Project Manager's response in Step 1 is unsatisfactory, the Company's COO and the Union's Business Representative shall discuss the grievance within fifteen (15) working days after receipt by the Company of the aggrieved employee's notice of appeal from Step 1 of the grievance procedure. The Company's COO shall make a reply in writing not later than ten (10) working days after a discussion with the Union's Business Representative. All decisions of the COO shall be final and binding on all parties following Step 2 of the grievance procedure unless the Union informs the Company within ten (10) working days from the date of the Company's final decision in Step 2 that it desires to submit the matter to arbitration.

Step Three: Non-Binding Mediation. Any grievance that has not been settled pursuant to Article V, Section 1 of this agreement shall be referred to non-binding mediation.

Step Four: Arbitration. Any grievance that has not been settled pursuant to Article V Section I of this Agreement may be referred to arbitration. Unless the parties seeking to have the grievance referred to arbitration have delivered to the other written notice within ten (10) working days after the Step 2 response is given, such grievance shall be deemed to be forever waived. If the Union makes a timely election, the Company and the Union shall within ten (10) calendar days, join in asking the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Union and Company shall each have the right to reject one such panel for each grievance appeal to arbitration. For a non-rejected panel, a coin shall be flipped to determine which party shall strike first, after which the parties shall alternatively cross off names until only one (1) name remains, and he shall be the arbitrator for that specific grievance. The arbitrator shall give both parties the opportunity to present evidence and argue the grievance orally and in writing. The arbitrator shall make a written decision and award, in accordance with the evidence presented. If, in the judgment of the arbitrator, the grievance fails to address a specific article of this Agreement, his decision shall be considered by the Company and the Union to be binding. If this decision would alter, add to, or subtract from this Agreement, then the Company and the Union shall renegotiate the specific article(s) that apply. Such a written decision and award shall be binding upon the Company, the Union, and the aggrieved employee. The expense of arbitration, including the fees and the expense of the arbitrator and the costs of the meeting room, shall be shared equally by the parties. The Company and the Union shall each pay the expenses of their own representatives and witnesses.

Section 2: Compliance with Time Limitations and Procedures The time limits and procedures provided for in this article for the presentation and appeal of a grievance at any step are absolute. In the event of the failure of the Union or the Company to proceed at any step within the time prescribed or in the manner prescribed, the grievance shall be considered settled and not subject to further action of any kind unless the parties agree to extend the time limitations and procedures by mutual written agreement.

Section 3: Other Rights Nothing contained in this Agreement shall be construed to circumvent the right of an employee to take up a grievance with the Company and have the same settled without intervention of the Union, provided the settlement is not inconsistent with any of the provisions of this Agreement and further provided that the Union has been given the opportunity to have the Steward present at the time of settlement.

## ARTICLE VI - NO STRIKE/NO LOCKOUT

Section 1. The Union, its officers, agents, representatives and members agree that for the duration of this Agreement there shall be no strikes, sit downs, slow-downs, stoppages of work or any acts of any nature which would slow down or interfere with production and no picketing of any kind, for any reason; nor shall any such acts be promoted, condoned or encouraged by the Union, its officers, agents, or representatives. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this Section shall be sufficient grounds for discharge. The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring about an end to such misconduct.

Section 3. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful, nor the fact that a particular grievance or dispute is not subject to arbitration under the provisions of this Agreement, shall excuse the Union, its officers, agents and representatives, the employees of the Company, its officers, agents and representatives from their obligations under this Article.

#### ARTICLE VII - BULLETIN BOARDS

Section 1. The Company agrees to provide a board for the posting of legitimate Union Notices. This board should be approximately three (3) feet high and five (5) feet wide.

#### ARTICLE VIII - BARGAINING UNIT WORK

Section 1. Non-Bargaining Unit Personnel  
Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in this bargaining unit, except in cases of emergency, job instruction, and cross training. The term "emergency" is defined to mean an unforeseen combination of circumstances that call for immediate action. Work performed by supervisors and non-bargaining unit employees pursuant to this article is not intended to reduce work or overtime hours or result in the replacement of bargaining unit employees.

#### ARTICLE IX - SENIORITY

##### Section 1. Definitions

a. Seniority. Seniority shall mean an employee's length of continuous service with the Company at N.S.A. Panama City Beach, Florida, within the bargaining unit, measured in calendar days from the first day the employee actually worked on the contract on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employee's having the same seniority, the employee with the lowest last four digits in his Social Security number shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the ninety (90) day probationary period, at which time the employee shall possess seniority as defined in this Section 1. The Company will provide a list of newly hired employees to the Union on a monthly basis. Seniority shall be applicable only as expressly provided in this Agreement.

b. Seniority Rules: The employee determined to be senior based on procedures set forth in this section, paragraph (a) and qualified will be given preference over all other employees in the same classification for temporary or permanent opportunities that may arise and that are not specifically abridged, delegated or modified by other specific provisions of this agreement.

Section 2.      Layoff

a.      Determination of Layoffs. The Company will determine the timing of layoffs, the number of employees to be laid off, and the classification that will be affected by the layoff. A uniform reduction in the number of hours scheduled in a workweek for all employees in a classification shall not constitute a layoff.

b.      Layoffs. In the event of a layoff, the Company shall designate the number of employees to be laid off in each job classification. Part time employees will be laid off first. In the event full time personnel are laid off, the least senior shall be laid off first. An employee who is designated to be laid off or who is bumped may bump in accordance with Section 3 below.

Section 3.      Bumping      An employee laid off pursuant to Section 2(b) of this Article, may bump a less senior employee in another classification in the same labor grade or in a lower paid labor grade, if the bumping employee has more seniority than the employee that he will bump and is qualified and certified to perform the work. Bumping rights must be exercised within three (3) working days after the employee is notified that a layoff will take place.

Section 4.      Recall

a.      Order of Recall      If the Company determines to fill a vacancy in a classification from which employees are laid off, such employees shall be recalled in the reverse order of layoff.

b.      Notice of Recall      The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records, with a copy of the notice being provided to the Union Chief Steward at the time of the mailing. The employee must, within ten (10) calendar days of the mailing of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter return to work on such date. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be terminated.

Section 5.      Termination of Seniority. An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a.      discharge without being reinstated, quit, retirement, or resignation;
- b.      failure to give notice of intent to return to work after recall within the time period specified in Section 4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c.      failure to return to work upon expiration of a leave of absence.
- d.      layoff for a period of twelve (12) months.
- e.      failure to return to work from a disability after a period of twelve (12) months.

Section 6.      Seniority List. The Company shall provide the Union with a current seniority list every six (6) months. Any alleged error in a seniority list may be reported to the Company by the Union and/or the employee. If the listing is proven to be in error, it will be corrected and the

Company will not be obligated for any application or retroactivity.

Section 7. Return of Personnel to the Bargaining Unit. If an employee who has been in a bargaining unit position for a period of one year is transferred to a supervisory or other position with the Company, so as to be excluded from the coverage of this Agreement, such employee shall retain his bargaining unit seniority in the position from which he was transferred for a period of one (1) year but shall not accumulate additional seniority while he remains in the other position. At the expiration of this one (1) year period the individual shall no longer retain seniority in the Union.

Section 8. Seniority A permanent and duly elected Steward shall be the last to be laid off in his classification, provided he is willing and qualified to perform the available work at the same work location for the period of time that he is elected to serve as a Steward.

- a. The Union will notify the Company in writing stating the name of the Steward. Any subsequent change(s) of Steward will not be recognized by the Company until official notice is received from the Union. The Union may post this information on the Union bulletin boards.

#### ARTICLE X - FILLING OF VACANCIES

Section 1. If the Company determines to fill a new or existing job in any job classification within the bargaining unit, the Company will post a notice of vacancy or job opening on the bulletin board described in Article VII for a period of not less than three (3) working days. Subject to the provisions of Section 3, any employee may submit a bid for the job to the Company via the Program Manager in writing, during the posting period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

- a. The date the notice is posted and the date and time the notice will be removed.
- b. The job, with classification, to be filled.
- c. Job description.
- d. Rate of pay.
- e. Effective date the job is to be filled.

The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within the posting period shall remain valid for sixty (60) days. The Union's Steward will be furnished a copy of any bid upon request.

Section 2. The Company's selection of an applicant for such opening shall be based upon a consideration of three (3) factors among the applicants: (1) skill, ability, (2) qualifications to perform the work involved, and (3) seniority.

Section 3. Restrictions on Bidding

An employee who is awarded a job for which he bids must accept it, providing the

award is made within fifteen work days of the effective date that the job is scheduled to be filled, as provided for in (f) of Section 1 of this Article, otherwise the employee shall have the option of withdrawing his bid.

Section 4. Disqualification of Bidder An employee who is unable to perform the job to which he bid to the satisfaction of the Company within fifteen (15) work days after being awarded the job shall be returned to the job classification and labor grade he held at the time of submitting the bid. The employee will be given the reasons for such disqualification in writing.

Section 5. Pay Adjustments Employees promoted or temporarily assigned to a job that is paid at a higher rate shall receive the rate of the higher job class, provided that the employee performs the higher rated job for at least fifteen (15) minutes. ~~Employees who permanently transfer into jobs,~~ which are paid at a lower rate, shall receive the rate of the lower job class.

Section 6. As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of on the job training of employees in the operation and/or maintenance of the equipment involved, or for purposes of training for promotion. Employees will not be transferred for more than thirty (30) calendar days for the purpose of on-the-job training at any given time. Senior employees within a classification will be considered for training in accordance with the Company's needs. If an employee is transferred by the Company for training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment. The Company will determine the need and the number of employees to be so trained and will arrange such training as appropriate.

## ARTICLE XI - HOURS OF WORK

Section 1. The purpose of this Article is to define the normal hours but nothing in this Agreement shall be construed as a guarantee of hours of work or pay for any period.

Section 2. The normal workday shall consist of 8 consecutive hours in a 5 day work week or 10 consecutive hours in a 4 day work week, except in emergency situations, exclusive of lunch, which is scheduled to be taken at the convenience of the job.

Section 3. The normal workweek for payroll purposes shall begin at 00:01 on Monday and end 168 hours later at midnight on Sunday.

Section 4 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 business. Employee(s) starting time will not be changed during the same workweek except in emergency situations.

Section 5. Employees will be allowed one scheduled 15 minute rest period before and one 15 minute rest period after lunch in each complete scheduled work day, the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period,

and will attempt to establish the second rest period between lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a ten (10) minute rest period prior to the start of the overtime period in addition to any regularly scheduled rest periods. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees will be allowed to clean up their workstations 10 minutes prior to the end of the shift.

Section 6. A lunch period will be established and designated by the Company for a period of thirty (30) consecutive minutes, at approximately the midpoints of the shifts, in keeping with sound work practices and efficiency.

Section 7. Holiday Leave hours taken by employee(s) will count as hours worked.

Section 8. An employee called in to work from a paid leave, shall receive payment for hours worked. Such leave shall then be returned to the employees leave allowance, should the employee so request.

## ARTICLE XII – OVERTIME

Section 1. When the Company determines that an employee must perform work on an overtime basis, the following will apply:

Overtime will be paid at the rate of one and one-half (1 -1/2) times the basic hourly rate of pay as follows:

- a. For all hours worked in excess of forty (40) hours during any workweek. Leave time will not be considered time worked for this purpose.
- b. Leave time will not be considered hours worked, with the exception of holiday hours as specified in Article XI, Section 7.

The pyramiding of overtime is expressly prohibited. Overtime pay shall not be paid twice for or in respect to the same hours. Nothing in this Agreement requires the Company to provide employees with any overtime work.

Section 2. An employee called in to work, whether after leaving the work site on a scheduled work day or on an unscheduled work day, will be paid the appropriate overtime rate for the hours worked, or two (2) hours at the straight time rate, whichever is greater.

- a. An employee held-over or called-in will be told the reasons and nature of the work for which overtime is being required at the time he is contacted.

Section 3. Duty Pager. Employees will be required to carry the "Duty" phone in one week increments. Responsibility for this duty will be rotated among all employees.

- a. Employees will receive a \$100.00 "Duty Bonus" for the week in which they are responsible for the phone.
- b. Employees failing to respond or answer the "Duty Phone" shall forfeit the

100.00 Duty Bonus and be subject to reprimand.

### ARTICLE XIII- LEAVE OF ABSENCE

Section 1 Unpaid leaves of absence for sufficient cause may be granted by the Company upon application from employees who have completed their probationary period. Requests for leave of absence must be made in writing on a form provided by the Company and must be approved by the Project Manager.

Section 2 Seniority shall continue to accumulate during the approved leave of absence not to exceed twelve (12) months except by mutual consent. When an employee has been granted a leave of absence for a specified period of time, it will 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.

Section 3 Subject to the conditions stipulated in this Article, unpaid leaves of absence may be granted for the reasons stated in the following paragraphs:

(a) An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the release of a licensed physician provided he/she is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform his/her assigned duties safely, the company may have the employee examined by another physician, prior to his/her return to work. If the physician selected by the Company and the employee's physician disagree, then the employee will be examined by a third mutually acceptable physician and his/her decision will decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

(b) While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work once every two (2) weeks, except in those cases where the employee's physician has provided an expected date of return, or when application and approval of the absence falls under the Family Medical Leave Act (FMLA).

(c) Leaves of absence without pay for Union business will be granted to representatives of the Union who are employees of the Company who have been selected by the Union and its representatives to attend such functions as conferences, conventions, and Union educational courses, not to exceed ten (10) work days provided advance notice is given to the Company. However, not more than two (2) employees may be on such leave at any one time. It is understood and agreed that once every four (4) years, one (1) person will be granted leave of absence for up to three (3) weeks for the purpose of attending the Union's international conventions. Exceptions may be made by mutual agreement.

Section 4 When leaves of absence are granted, employees, upon return to active employment, will be returned to their job if their seniority will permit. If such job does not exist, or their seniority will not hold, they will exercise their bumping rights.

Section 5 Employees responding to a subpoena as a Company witness are considered to be on paid time.

Section 6 Any member of the Union shall, on written request by the Union, be granted unpaid leave of absence to serve in Union office for the term of such office. Employees on such leave shall accrue seniority. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if request is made within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with his/her qualifications and seniority privileges and applicable wage rate at the time of return to the active payroll. The returning Union member must report for active duty within thirty (30) days of the expiration date of such leaves in order to retain such rights, unless extended by mutual agreement by the parties.

#### ARTICLE XIV - JURY DUTY

Section 1. Any employee called for jury duty in state or federal courts will be excused upon presentation of an order requiring such duty to the Project Manager. The employee must advise the Project Manager as soon as he has been ordered to perform jury duty. The employee must also inform the Project Manager immediately upon release from jury duty and must return to work the next scheduled workday unless excused by the Project Manager. Employees are expected to make every reasonable attempt to return to work and to perform their work on their next regularly scheduled shift following release from jury duty. Full-time employees who are required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as a result of such service provided all other requirements are met. Full-time employees who are subpoenaed to testify before a state or federal court will be entitled to this benefit provided that they are not a party to the legal proceeding. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his straight-time rate of pay, which includes pay differentials. An employee who reports for such service and is excused from there within four hours of the time that he was scheduled to report to court, or who is excused from further service, or who is released on the last day of such service, shall immediately contact his immediate supervisor and report for work, if requested. In order to be paid by the Company for such leave, the employee must submit to the Program Manager written proof, executed by the administrator of the court, of having served or having been subpoenaed, the duration of such service, and the amount of compensation received for jury service or witness pay.

#### ARTICLE XV - UNIFORMS AND SPECIAL CLOTHING

##### Section 1. Uniforms

All employees are required to wear and maintain a distinctive Company uniform (shirt) designated and supplied by the Company.

Section 2. Replacement of uniform items for other than normal wear and tear will be the responsibility of the employee. Employees who voluntarily terminate, are laid off or are involuntarily terminated are required to turn in all uniforms. Employees are expected to maintain their uniforms in a clean and neat condition.

Section 3. Safety shoes will be replaced on an as-needed basis. Employees will be reimbursed up to \$125.00 of cost for replacement safety shoes, yearly. The need to replace safety shoes will be determined by the Project Manager.

Section 4. Special Clothing

Any safety clothing or equipment required by OSHA will be furnished by the Company at no cost to the employee.

Section 5. Caps and Patches

The Company and the Union agree that all bargaining unit employees can wear IAM caps.

ARTICLE XVI — VACATIONS

Section 1. The employee's hire date shall serve as the anniversary date. Except as provided in this article, an employee may not accumulate and carry over unused vacation from one anniversary year to the next. An employee may receive pay in lieu of vacation.

Section 2. If an employee's vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, the employee shall be permitted to carry the vacation time over into the next year. In such cases, the employee must use the vacation time that has been carried over within the first six months of the new year.

Section 3. Paid vacations will be provided as follows:  
2 weeks after 1 year of service  
3 weeks after 5 years of service  
4 weeks after 9 years of service  
5 weeks after 15 years of service

Section 4. An employee must receive pay for time worked, approved paid time off, short term disability, workers compensation or unpaid union leave during a pay period in order to accrue vacation.

Section 5. An employee's previously established and unbroken continuous service with prior contractors at this site, and with the Company, will be used in computing an employee's credited service for vacation accrual purposes.

Section 6. Vacation requests for periods of vacation of more than one (1) day shall be established at least one (1) week prior to the day the vacation is to commence. Employee vacation requests shall be acted upon by proper authority and returned to the employee in a maximum of three (3) workdays of submission of said request to proper authority.

Section 7. Vacation requests for periods of vacation of one (1) day or less shall be established as no later than the beginning of the normal work shift prior to the day the vacation is

to commence. Employee vacation requests shall be acted upon by proper authority and returned to the employee by the end of the work shift the said request was submitted to proper authority.

Section 8. It is understood and agreed that it is not the intent of the parties to restrict management from approving requests not meeting submission time limits for employees with a valid emergency, provided Management can afford to approve such request based upon the current work load, as defined in Article XI - Hours of Work, Section 13, or under other unforeseen situations mutually agreed upon by the parties.

Section 9. The Company shall retain the final right to approve, deny, schedule, and cancel all vacations. Vacation requests shall be approved or denied in the order in which they are received by the Company. If two or more employees in the same classification-request the same vacation dates and the Company determines to approve some but not all such requests, the requests will be honored on a first come first served basis. Once approved, the Company will not cancel the employee's vacation except in cases of emergency. The employee may cancel or reschedule an approved vacation with the approval of the Company. Terminating employees will be paid an amount equal to the vested annual leave.

Section 10. The Company will make available to the employee time sheets stating amount of time worked and amount of vacation and personal leave hours accrued on a semi-weekly basis.

#### ARTICLE XVII - PERSONAL LEAVE

Upon written request and with the approval of the Project Manager, an employee may be granted a personal leave of absence for good cause for any period satisfactory to the Company, with at least one (1) year of service, not to exceed thirty (30) calendar days in any calendar year. This leave, if granted, will be without pay and without loss of position or seniority. Leaves of absence must be secured in advance. Notification of leaves of absence of Union member will be furnished to the Union upon request. Replacement or temporary employees will not be required to join the Union.

Section 1. Personal leave may be used on a one-hour basis.

Section 2. Effective October 1, 2010 personal leave will be accrued at the rate of 2.0 hours per pay period for all employees. An employee must receive pay for time worked or approved paid time off during the pay period to accrue personal leave, which will be credited to the employee's personal leave account on the last day of the pay period.

Section 3. If an employee has not used his total accumulated personal leave during any calendar year, he may carry such accumulated leave into the next year but may not exceed 5 days carried over. Personal Leave days in excess of five days at the end of any contract year will be voided.

Section 4. In the event of illness/personal emergency an employee who has no accrued personal leave may take vacation leave or leave without pay, at the employee's option.

Section 5. It is understood and agreed that the referenced time limits in Article XVI, Vacation, Sections 6, 7 and 8 may also be applied to requests for non-emergency use of personal leave.

#### ARTICLE XVIII - BEREAVEMENT LEAVE

Section 1. An employee who has completed his probationary period (90 days) with the Company shall be entitled to Bereavement Leave. In the event of a death in the employee's immediate family, an employee shall be paid for a maximum of three (3) days absence. If an additional day shall be required for travel beyond three hundred (300) miles from the Company's location such day shall be allowed off, with pay, in addition to the three (3) day period referenced above. If 2 (two) additional days shall be required for travel beyond six hundred (600) miles from ~~the Company's location~~ such days shall be allowed off, with pay, ~~in addition to the three (3) day period referenced above.~~ The employee must supply documentation for bereavement (i.e. copy of the obituary notice from the newspaper, death certificate or funeral home announcement).

Section 2. If requested, up to five additional work days off without pay may be granted by the Company in cases involving the death of an employee's immediate family member.

Section 3. "Immediate family" shall be considered as follows: Spouse, children, stepchildren, parent, brother, sister, grandparent, grandchildren, son-in-law, daughter-in-law, and parents-in-law.

#### ARTICLE XIX - HOLIDAYS

Section 1. The following ten (10) days each year are to be paid holidays:

Labor Day	New Years Day
Columbus Day	Martin Luther King, Jr.'s Birthday
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the federal government.

Section 3. Employees will receive such holiday pay provided that they work or are on approved absence the last scheduled workday prior to and the next scheduled workday following such holiday. Employees who work on a paid holiday will receive one and one-half times their normal hourly rate of pay in addition to the paid holiday.

#### ARTICLE XX IAM NATIONAL 401(K)

I.A.M. NATIONAL PENSION FUND  
I.A.M. NATIONAL 401(K) PLAN

- 1 3 4 5
- A. The undersigned Employer wishes to become a Contributing Employer to the I.A.M. National 401(k) Plan for all its employees who are working under an I.A.M. Collective Bargaining Agreement effective 10/01/07 through 09/30/09.
- B. The Employer will make authorized weekly/biweekly pre-tax and/or after tax deductions of a percentage of the employee's current earnings for each pay period. All employees covered by this Agreement will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages; and this percentage will be forwarded to the Fund by the Employer unless the employee affirmatively elects not to have the automatic deduction or elects to have a different percentage deducted from his or her wages.
- ~~C. All such deductions shall be remitted to the Fund two business days after the end of each~~ C. All such deductions shall be remitted to the Fund two business days after the end of each pay period for which the deductions are made but in no event later than the tenth (10th) day of the month following the pay period for which the deductions are made.
- D. Such deductions are required to be remitted to the Plan by the Employer and must be sent to:
- I.A.M. National Pension Fund,  
I.A.M. National 401(k) Plan  
P.O. Box 64341  
Baltimore, MD 21264-4341
- or such other address as the Trustees may require.
- E. Participation in the Plan for a new employee will not commence until the employee completes any probationary period, but not more than 1,000 hours of service from the date of hire.
- F. The Employer agrees to make further deductions from the employee's wages of any monthly amount required by the Plan to pay back a loan taken from the Plan by the employee if applicable. Such amounts will be deducted and remitted to the Plan in accordance with paragraphs (A), (B) and (C).
- G. The Employer agrees to maintain and abide by any deferral election form provided by the employee to the Employer and to provide the Trustees of the Fund with all compensation and other data needed for the Trustees to administer the Plan in accordance with the terms of the I.A.M. National 401(k) Plan and applicable law.
- H. The Employer agrees to be bound by, and hereby assents to, the Amended and Restated Trust Agreement for the I.A.M. National Pension Fund and by the terms of the I.A.M. National 401(k) Plan currently in effect and as the Trust and Plan may be amended from time to time.
- I. This Agreement contains the entire agreement between the Employer and the I.A.M. National Pension Fund, I.A.M. National 401(k) Plan for the participation of this group of employees. No oral or written modification of this agreement shall be binding unless agreed to in writing by the Trustees of the I.A.M. National Pension Fund. No grievance

procedure, settlement, or arbitration shall be binding on the Trustees of the I.A.M. National Pension Fund.

J. This Agreement shall become effective upon its acceptance by the Trustees of the I.A.M. National Pension Fund. No employee deductions shall be remitted until notification of acceptance by the Trustees of the I.A.M. National Pension Fund.

K. The Employer understands that the participation in the Plan of its employees is conditioned on their participation in a defined benefit pension plan and the Employer's compliance with Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code. Participation in the I.A.M. National 401(k) Plan is further conditioned upon the Plan not ~~being a top-heavy Plan under Section 416 of the Internal Revenue Code with respect to~~ the Employer's non-bargaining unit employees.

L. The Employer agrees to provide the information and certifications required by the Trustees to monitor compliance with the Plan and the Internal Revenue Code, including compensation and other information regarding all Bargaining Unit employees of the Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) or 401(k) of the Internal Revenue Code, or if the Plan is top-heavy with respect to the Employer's employees, or if the Employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the Employer's employees shall terminate. In addition, the Trustees may in their discretion terminate this agreement at any time by 60 days' written notice.

#### ARTICLE XXI — INSURANCE

The Company will continue to provide health insurance for employees and their family in the same manner as is provided to all Company employees. Health insurance is provided the first day of the month after completion of 30 days of employment. The Company will provide employees with benefit dollars as shown below. Each employee is required to purchase the "employee only" package that GCR offers to all of its employees. Any benefit dollars remaining shall be deposited into the employees 401(k) plan account. Employees will be entitled to the following benefit dollars:

Currently Effective 10/01/2009 \$775.00 per month  
Effective 10/01/2010 \$775.00 per month  
Effective 10/01/2011 \$825.00 per month  
Effective 10/01/2012 \$875.00 per month

Currently the company-provided coverage for the employee includes: Medical, Dental, Vision, Life, AD&D, STD, and LTD.

COBRA continuation of health and dental insurance after termination of employment will be administered according to law.

## ARTICLE XXII - WAGE RATES AND JOB CLASSIFICATIONS

Section 1. The following wage rates and job classifications as described here and in Appendix A, will be effective for the period of this Agreement and apply to all bargaining unit employees on the Base Maintenance Contract at the NSA Panama City Beach Site.

Section 2. The following hourly wage rate will be applied to each class of employees:

<u>Job Classification</u>	<u>Current</u>	<u>10/1/10</u>	<u>10/1/11</u>	<u>10/1/12</u>
Electrician	\$24.09	\$24.93	\$25.81	\$26.71
Locksmith	\$22.83	\$23.63	\$24.46	\$25.31
HVAC Mechanic	\$24.09	\$24.93	\$25.81	\$26.71
Maintenance Worker	\$21.60	\$22.36	\$23.14	\$23.95
Office Admin	\$16.86	\$17.45	\$18.06	\$18.69

Section 3. Employees who use their privately-owned vehicle (POV) in the performance of their duties will be paid mileage at the current federal rate for business miles driven, for the use of a car (including vans, pickups or panel trucks).

## ARTICLE XXIII - UNION REPRESENTATION

Section 1. The Company agrees to recognize the Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement.

Section 2. The scope of the Steward's activities:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b. To investigate an alleged grievance or a grievance of record before presentation to the Project Manager.
- c. To present an alleged grievance or a grievance to the Project Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with the Project Manager when necessary to adjust grievances in

accordance with the grievance procedure of this Agreement.

- e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to union representation. If requested, his Steward shall be provided.

Section 3. The Steward shall be empowered to adjust employee grievances occurring under his jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement.

Section 4. The Steward shall be an employee of the Company who has completed his probationary period and selected from among the employees he represents.

Section 5. In cases of written reprimand or Corrective Action Boards, the Company agrees to notify the Steward prior to taking any disciplinary action, if possible. The Steward shall be present during any disciplinary action.

Section 6. New or transferred employees who are employed in occupations covered by this Agreement shall be introduced to the Union Steward in the work area to which such employees will be assigned within twenty-four (24) hours following such assignment.

#### ARTICLE XXIV - JOB DESCRIPTIONS

It is agreed that company has the right to produce job descriptions that reflect the work to be performed on this contract. Any changes to the material content of the job descriptions that were in effect on the date of this agreement shall have no adverse effect on personnel currently employed in these occupations. Any changes in the minimum qualifications, essential job duties or summaries shall not be used to demote, transfer or discipline employees currently holding said classifications. Nothing in this Article is intended to infringe on the management rights of the company to accept additional work at this location. Nor shall this paragraph infringe upon the company's need to respond to customer modifications to this contract.

#### ARTICLE XXV - SAFETY

##### 1. Company Commitment:

- The Company agrees to maintain sanitary, safe and healthful conditions in all its operations and working establishments in accordance with applicable Federal, National Consensus, State and Contractual Safety & Health Laws, Rules & Regulations.
- Under no circumstances will any employee be required to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of any applicable statute or government regulation relating to safety of person or equipment. The term "dangerous conditions of work", does not relate to the type of cargo, property and/or materiel which is hauled or handled.

- The Employer retains all rights not specifically addressed in this Agreement.

2. Legal Compliance and Revisions:

- The Company is authorized to amend the Company's Safety and Health Plan and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable Safety & Health Laws, Rules, and Regulations.

3. General Responsibilities:

- All employees of the Company shall adhere to and comply with the Company's Safety and Health Plan.

• Compliance with prescribed safety & health policies & procedures is considered a condition of employment. An employee who has engaged in an unsafe work practice, fails to follow established safety procedures, fails to use required or provided safety equipment or protective clothing, commits unsafe acts, or has failed to notify the employee's supervisor of an unsafe condition and/or accident will be subject to coaching, counseling or disciplinary action, up to and including discharge.

- Any employee who willfully or intentionally engages in such misconduct as identified in the preceding paragraph may be immediately discharged, and if discharged, the discharge shall be deemed and regarded by the parties as for just cause.

- All Employees who drive contract vehicles, to include Employer owned/leased, and/or Government furnished vehicles, will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies.

- Employees shall keep equipment and contract vehicles, to include Employer owned/leased and/or Government furnished vehicles, within their control, in a neat, clean and safe condition. Each Employee driving an Employer owned/leased or Government furnished vehicle shall perform the Vehicle Safety Inspection Checklist Procedures as required by Company procedures.

- Employees will be responsible for reasonable care of customer and/or Company furnished equipment and will notify the Company of any loss, sabotage or willful damage to Company, customer, or employee property and/or materials.

4. Personal Protective Equipment:

- The company shall provide all required personal protective equipment (PPE) as required by recognized national consensus safety standards at no cost to the employee.

- Employees shall be required to comply with all safety rules and regulations established by the Company, and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.
- Employees required to wear steel toed shoes or boots by the company shall be reimbursed up to \$125.00 dollars once every 12 months, for such shoes or boots, upon presentation of a paid receipt to the Company. The employee must provide sufficient evidence that a replacement safety shoe is actually necessary. The shoes/boots shall meet applicable safety standards.
- Employees who work in areas and/or assignments where they are required to wear a respirator and Self Contained Breathing Apparatus (SCBA) will meet the face piece-to-face seal standards as established by recognized national consensus safety & health standards.

5. Safety Training:

- Training and certification as required by recognized national safety consensus standards and/or contract requirements will be accomplished in accordance with applicable Federal and State guidelines.

6. Safety and Health Committee:

- A Safety and Health Committee shall be formed consisting of:
  - The Company's Project Manager (or his designated representative)
  - Two employees selected by the Union
- The Safety and Health Committee shall work cooperatively to ensure a safe environment at the Project for all employees shall meet as often as necessary, but not less than bi-monthly, to evaluate safety conditions and recommend actions to the Company.

7. Incident/Injury/Mishap Reporting & Investigations:

- Any employee involved in any accident shall immediately report said accident and any physical injury sustained to their immediate lead, supervisor and/or Manager. The employee, before the end of his/her current shift, shall accurately complete an accident investigation report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident if known.
- Any employee becoming aware of an unsafe working condition, to include equipment defects, will immediately report the condition to their immediate lead, supervisor and/or Manager. They will also record and submit a written report of the unsafe working condition or accident to the employee's immediate supervisor on forms provided by the employer within the same work day.
- If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report.

ARTICLE XXVI - DEFINED BENEFIT PENSION PLAN

I.A.M. NATIONAL PENSION FUND  
NATIONAL PENSION PLAN  
STANDARD CONTRACT LANGUAGE

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof 1/ for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement 2/ as follows:

\$	2.00	per	Hour	effective	10/1/2010
\$	2.50	per	Hour	effective	10/1/2011
\$	3.00	per	Hour	effective	10/1/2012

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. 3/ The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. 4/

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

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

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

ARTICLE XXVII WORKERS COMPENSATION:

1. The employer shall provide Workers' Compensation protection for all employees for compensable events "arising out of and in the course of employment".

2. It is the responsibility of all employees to **immediately** notify their lead/supervisor/Project Manager in the event of an occupationally-related incident, to include: any mishap, injury, illness, property damage event, and/or near-miss incident.  
*(Immediately means as soon as practical after actions required to deal with the situation (i.e.: immediate emergency medical treatment, emergency procedures, etc. are taken care of.)*
3. Prompt employee mishap notification permits the best possible medical treatment, conduction of immediate safety investigations and implement measures to prevent future similar events. As such, immediate mishap reporting is a condition of employment and failure to do so will become a disciplinary matter.
4. The employee and employer will assist each other in completing appropriate paperwork regarding on-the-job injury claims when such claims are due and owing as required by law.
5. The Employee agrees to assist in the timely completion of appropriate forms and documentation per company policy regarding the injury or illness to allow for the prompt submission of claims.
6. An employee who is injured on the job and transported in order to obtain medical attention by a competent, licensed medical provider, as requested by the Company, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day, if it is determined by the doctor that the employee is unable to return to work.
7. The Company will furnish transportation as soon as possible for an injured employee to receive initial medical attention. Subsequent treatment for Workers' Compensation cases in a doctor's office, clinic, or hospital or any other competent, licensed medical provider, will be on Company time if a doctor's certification is furnished the Company by the employee specifying the treatment and appointment is during the employee's working hours. Transportation for such subsequent treatment will be furnished by the employee.

#### ARTICLE XXVIII DRUG-FREE WORKPLACE:

1. The Company Drug-Free Workplace Program is in place to ensure a safe, healthy productive work environment for current employees in all job classifications as well as employment applicants. Specific provisions are contained in the Employee Handbook and Company Drug Free Workplace Program.
2. In accordance with the Drug-Free Workplace Act of 1988 and other federal regulations, the Company and the Union agree to exercise their best efforts to provide a workplace that is free from the illegal use, possession or distribution of drugs or other controlled substances or the misuse of prescription drugs and that is free from the influence of alcohol.
3. Company policy strictly prohibits the unlawful possession, use, consumption, sale, purchase, distribution, being under the influence, dispensation or manufacture by any employee of

alcohol, any illegal drugs or illegally obtained drugs by an employee in the workplace. This applies on or within Company or customer premises or facilities; in the conduct of Company-related work off premises; or when operating Company, or customer provided vehicles on or off duty.

4. The Company is authorized to amend the Company's Safety Drug Free Workplace Program and associated rules, regulations, and policies from time to time, so they will be maintained current with the applicable Laws, Rules, and Regulations. Any substantive change or amendment to the Company Drug Free Workplace Program is subject to thirty (30) days advance notice to the Union, unless otherwise required for compliance with federal or state law or regulation.
5. The Company will not permit any employee to report to work to perform his or her duties after having ingested or being under the influence of alcohol or illegal drugs.
6. The Company will not permit any employee to report to work or to perform his/her duties while taking prescription or non-prescription medication which adversely affects the employee's ability to safely and effectively perform his or her job functions, may jeopardize the safety of co-workers, the public, or harm the reputation of the Company, its employees or customers. Employees are required to notify their respective Human Resources Department of all such medication prior to reporting to work.
7. It is a condition of employment to abide by the terms of the program. Any employee who violates this policy is subject to disciplinary action up to and including termination of employment.
8. The basis for testing employees will be in accordance with applicable law, including but not limited to the Drug-Free Workplace Act and Department of Transportation rules and regulations.
9. Employees may voluntarily identify themselves as users of illegal drugs before they are selected for testing. Employees who identify themselves will be referred to an Employee Assistance Program (EAP) for rehabilitation.\* Employees who comply with the provisions of the EAP and this policy will not be subject to disciplinary action, and will be subject to follow-up drug testing in the future, at the discretion of the Employer. The Company reserves the right to place the employee on leave status at that time for protection of health, safety and safe operations. The terms of continued employment will be discussed after the completion of the EAP program.

*\* This provision shall not be available to an employee who is asked to provide a urine sample under random, reasonable suspicion, post accident or unsafe practice testing and who thereafter (i.e., just before or after the sample is collected) admits his or her drug use.*

IN WITNESS WHEREOF, the parties have executed this Agreement by their representatives  
thereunto duly authorized as of August 19, 2010

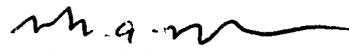
For: GOVERNMENT CONTRACTING  
RESOURCES, INC.

For: International Association of Machinists  
and Aerospace Workers AFL-CIO  
Local Lodge No. 449

  
John T. Severson  
Director of Operations

  
Stephen P. Jordan  
Business Representative

  
Michael P. Amley  
Project Manager

  
Martin Mors  
Chief Steward

  
Lori Parks  
H/R Manager