

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NEW MEXICO TECHNOLOGY GROUP, LLC  
AND ITS RESPECTIVE JOINT EMPLOYERS (“THE COMPANY”)**

*AND*

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL/CIO  
AND ITS WHITE SANDS LODGE #2515,  
ALAMOGORDO, NEW MEXICO (“THE UNION”)**

**TERM OF AGREEMENT**

**APRIL 1, 2011 THROUGH MARCH 31, 2014**

## INDEX

<b><u>SUBJECT</u></b>	<b><u>PAGE NO.</u></b>
PURPOSE OF AGREEMENT .....	4
RECOGNITION .....	4
SUCCESSORSHIP.....	5
MANAGEMENT RIGHTS .....	5
NO STRIKE/NO LOCKOUT.....	5
CONTRACTING OUT WORK .....	6
NON-DISCRIMINATION - EQUAL TREATMENT .....	7
UNION SECURITY .....	7
CHECK-OFF.....	8
UNION STEWARDS.....	9
VISITATIONS .....	11
NON-BARGAINING UNIT INDIVIDUALS .....	12
SENIORITY .....	13
REDUCTION-IN-FORCE .....	15
SEVERANCE PAY.....	17
RECALL FROM LAYOFF.....	18
PROMOTIONS AND RECLASSIFICATIONS .....	19
HOURS OF WORK .....	22
OVERTIME .....	24
SHIFT DIFFERENTIALS.....	27
IRREGULAR HOURS.....	28
TURNAROUND TIME .....	28
RECALL OUTSIDE NORMAL SHIFT .....	28
LEADS .....	28
HOLIDAYS.....	29
VACATIONS.....	30
LEAVES OF ABSENCE.....	31
SICK/PERSONAL LEAVES .....	31
CROSS-TRAINING.....	34
CROSS-UTILIZATION.....	35
ALCOHOL AND DRUG USE.....	34

HEALTH AND SAFETY ..... 38

JOB CLASSIFICATIONS..... 41

GRIEVANCE PROCEDURE ..... 42

ARBITRATION ..... 44

GENERAL ..... 45

HEALTH INSURANCE AND OTHER BENEFITS ..... 47

SAVINGS CLAUSE ..... 48

FULL AGREEMENT..... 48

DURATION OF AGREEMENT..... 49

APPENDIX A: HEALTH INSURANCE, OTHER INSURANCE BENEFITS, 401(k) PLAN 50

APPENDIX B: IAM PENSION PLAN..... 53

APPENDIX C: PERFORMANCE AWARD PROGRAM..... 54

APPENDIX D: RATES OF PAY..... 56

## **ARTICLE ONE**

### **PURPOSE OF AGREEMENT**

- 1.00 This agreement is made and entered into by and between New Mexico Technology Group, LLC, a TRAX International Company, d/b/a NewTec, and its respective joint employers, Syndetix Incorporated, and Westech International, Inc., (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL/CIO and its White Sands Lodge #2515, Alamogordo, New Mexico (hereinafter referred to as the Union).
- 2.00 The purpose of this Agreement is to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to White Sands Missile Range budgetary restraints and competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.
- 3.00 It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.
- 4.00 NOW, THEREFORE, the Parties agree as follows:

## **ARTICLE TWO**

### **RECOGNITION**

- 1.00 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company as certified by the National Labor Relations Board Case No. 28-RC-5548, dated July 23, 1998 as follows:
  - 1.01 All hourly paid employees employed by the Company who were certified by the National Labor Relations Board, Case No. 28-RC-5548, dated July 23, 1998.
  - 1.02 Excluded are managers, professional employees, confidential employees, salaried employees, construction workers covered by the Davis Bacon Act, guards, watchmen and supervisors as defined by the National Labor Relations Act, as amended.

- 2.00 The use of the word "employee" or "employees," as used in this Agreement refers to all persons covered by this Agreement regardless of sex. Any reference by gender, e.g., he, his, her, hers, applies to either sex.

### **ARTICLE THREE**

#### **SUCCESSORSHIP**

- 1.00 The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership, or management of the Company. It is the intent of this Article to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this Bargaining Unit. Any remedy for an alleged violation of this article shall be only against the successor, assignee, or future purchaser.

### **ARTICLE FOUR**

#### **MANAGEMENT RIGHTS**

- 1.00 The Company shall have full and exclusive rights, subject to the terms of this Agreement, of managing the business, including, but not limited to, the direction of the work force, the right to plan, direct, and control all business operations, the assignment of duties, and qualifications of employees to perform work, scheduling of all hours of work and other aspects of production and business methods and the determination of quality standards, right to hire, promote, demote, and transfer employees, to cross-utilize employees, to discipline, suspend or discharge for just cause, lay off or relieve employees from duties, change or eliminate existing jobs or create new jobs, and establish rules of conduct. Any of the rights, powers, functions, or authority not specifically abridged by the Agreement are retained by the Company.

### **ARTICLE FIVE**

#### **NO STRIKE - NO LOCKOUT**

- 1.00 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and the various

missions of White Sands Missile Range (WSMR), and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities of the WSMR. Therefore, the parties agree that during the term of this Agreement:

- 1.01 The procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between the Parties.
- 1.02 Neither the Union, its officers, or agents shall authorize, encourage, or sanction any unauthorized strike, sit down, work stoppage, stay in, slow down, refusal to work, refusal to work overtime, picketing, or any other action (including sympathy strike or related activities) which would interrupt or interfere with any of the operations of the Company.
- 1.03 Any employee or employees, individually or collectively, who shall engage in the conduct prohibited in this Article, or who shall cause or take part in any violation of this Article may be disciplined or discharged by the Company.
- 1.04 In the event of a violation of this Article, the Union, its officers or agents agree that they will use their best effort to end such prohibited conduct, utilizing every possible means to include:
  - a. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
  - b. Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
  - c. Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
- 1.05 The Company agrees it will not engage in any lockout of its employees.

## **ARTICLE SIX**

### **CONTRACTING OUT WORK**

- 1.00 The Company agrees that during the term of the Agreement it will not subcontract work of the kind and character performed by the Bargaining Unit employees for the sole purpose of laying off Bargaining Unit employees or eroding the Bargaining Unit.
- 2.00 It is the intention of the Company to engage in its practice of subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities, or available manpower. The Company also will comply with the subcontracting

requirements of its Government contract or when the customer directs the Company to subcontract work.

- 3.00 The Company agrees that it will notify the appropriate Chief Steward and Business Representative in writing of those situations when the Company plans to subcontract such work, including the circumstances surrounding the need to subcontract prior to actually commencing such work.

## **ARTICLE SEVEN**

### **NON-DISCRIMINATION - EQUAL TREATMENT**

- 1.00 There shall be no discrimination by the Company, any employee, or the Union against any employee or applicant for employment because of sex, race, national origin, creed, age, disability, genetics, veteran status, or because of legitimate Union activity or membership or non-membership or any status protected by applicable federal, state or local laws or regulations. The parties also agree to comply in all respects with all applicable laws and Executive Orders regarding nondiscrimination and equal treatment.

## **ARTICLE EIGHT**

### **UNION SECURITY**

- 1.00 All employees covered by this Agreement will either be members of the Union or "agency fee payers." Agency fee payers (nonmembers) meet their monthly obligations by the payment of an equivalent agency fee, which represents the Union's cost of representing the employee for the purpose of collective bargaining, and will be required to authorize deduction of the applicable agency fee. Such employees have a legal right to file objections to funding expenditures that are "nongermane to the collective bargaining process." Refusal to pay applicable dues or fees shall result in termination.
- 2.00 Upon completion of sixty (60) days, all employees covered by this Agreement will be required as a condition of continued employment to authorize deductions for such dues or fees in accordance with the Check-Off Article contained herein.
- 3.00 All employees who are members of the Union upon the effective date of this Agreement, and all employees who thereafter join the Union during the term of the Agreement, shall as a condition of employment maintain their membership during the term of the Agreement; except that upon each annual anniversary date of the Agreement thereafter, a member may serve written notice to the Union within a five (5) calendar day period prior to the anniversary date that he no longer desires to be a member, in which case his resignation shall be effective the month following receipt of written notice.

- 4.00 The Company will within ten (10) work days of receiving written notice from the Union terminate any employee who does not comply with the provisions of this Article.
- 5.00 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of any action taken or not taken by the Company in reliance upon information furnished to the Company by the Union for the purpose of complying with any of the provisions of this Article.
- 6.00 The Company shall provide the Union Secretary-Treasurer each month with a list of bargaining unit employees who are not having union dues withheld from their pay. The list will be provided by email not more than twenty workdays after the end of the prior month. This list will include employee name, hire date, and employment status.

## **ARTICLE NINE**

### **CHECK-OFF**

- 1.00 Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay: dues, applicable agency fees and/or other financial obligations to the Union during the period provided for in said authorization. The amount will be certified by the Secretary Treasurer of the local Lodge. The amount deducted from the employee's paycheck will not be altered without written notification from the Secretary Treasurer.
- 2.00 Deductions shall be made on account of Union dues or applicable agency fee from each bi-weekly check of the employee. Such payroll deductions shall be made by the Company beginning with the payroll period next commencing after receipt by the Company of the properly executed authorization forms and/or notification from the Secretary Treasurer.
- 3.00 Deductions provided in Paragraph 2.00 shall be remitted to the Secretary Treasurer of the Union no later than two (2) weeks following the last day of the month for which the deduction was made. The Company also shall furnish the Secretary Treasurer of the Union with a record of those from whom deductions have been made and the amounts of the deductions.
- 4.00 The Parties agree that check-off authorization shall be on form MR0001 as provided by the Union.

## ARTICLE TEN

### UNION STEWARDS

- 1.00 Upon execution of this Agreement, the Union shall promptly furnish the Company Human Resources Manager, in writing, the names of the Shop Stewards. Thereafter, the Union shall promptly advise the Human Resources Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment.
- 1.01 The scope of the Steward's activities on Company time shall be limited to the following:
- a. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance which the employee desires him to present.
  - b. To investigate a complaint or grievance before presentation to the appropriate supervisor.
  - c. To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - d. To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement.
- 1.02 A Union Steward may take only reasonable and necessary time during work hours to carry out his responsibilities as set forth in paragraph 1.01 above and this time may not unreasonably interfere with assigned duties.
- 1.03 These activities will be carried out with minimum disruption to the operations. The Steward shall not solicit complaints or grievances.
- 2.00 Stewards will be elected and shall be assigned from the following locations:

#### **South Range**

- (1) Main Post Area – covering Engineering & Technical Services Section, Data Sciences.
- (1) Ground Targets / Small Missile Range
- (1) Survivability & Vulnerability Assessment Division (SVAD) Section (to include JDETS, TTF, 300K, EMRE)
- (1) Launch Support
- (1) Logistics Department and Maintenance & Shops, (including Fabrication and all others)

### **Central Range**

- (1) Telemetry/Frequency Monitoring
- (1) Timing Department/GPS/Telecommunications
- (1) Optics Department
- (1) Holloman High Speed Test Track
- (1) Radar Department
- (1) Maintenance & Shops & All Other

### **North Range**

(1) All Personnel assigned to the northern part of the Range (Telecommunications, JDETS, and Frequency Monitoring)

2.01 One Chief Steward will be elected from each of the three geographic areas. These Chief Stewards will be separate from the Shop Stewards in these areas. The Chief Steward from the South Range, or his designee, will be the Union Representative participating in Company-scheduled new employee orientation meetings. For all other matters that permit and/or require the participation of a Chief Steward, the Chief Steward from the geographic area to which the matter relates will be the only Chief Steward participating.

2.02 Should the Company add sites and/or permanent shifts, the Company will contact the Union to set up a meeting to discuss additional Stewards within fifteen (15) days. Other changes in the number or assignment of Stewards will be discussed between the parties as needed.

3.00 A Steward shall secure permission from his supervisor before leaving his work station and will report back to his supervisor upon return to his work station. Permission will be granted unless operational activities are affected. Before entering the work area of another supervisor, the Steward shall contact and secure permission from that supervisor, who shall grant permission unless operational activities are affected. Upon entering the work area of another supervisor's responsibility, the Steward will contact the supervisor and explain the nature of his visit before attempting to contact any employee. Upon his departure, the Steward will inform the supervisor in the area in which he is visiting that he has concluded his business and is leaving the work area.

4.00 It is agreed that the Company will pay Stewards and grievants for reasonable and necessary time for grievance consultations and/or grievance meetings during their regular work shifts. Such pay will be at the employee's regular straight time rate, plus Shift and/or Lead Premiums, as appropriate. No other premiums will be paid. The Company shall not pay for any other time a Steward or employee is removed from his work to serve the Union in any official capacity or to serve on any Union committee, except as provided in this Agreement.

5.00 It is agreed that the Union will be permitted to post on bulletin boards provided by the Company:

- 5.01 Notices of Union recreational affairs.
- 5.02 Notices of Union elections and election results.
- 5.03 Notices of Union appointments.
- 5.04 Notices of Union meetings.
- 5.05 The Union shall not be permitted to post any document containing any inflammatory, scurrilous or intemperate language or any language derogatory to the Company or its employees or in any way reflecting upon the Company or any of its employees.
- 6.00 The Chief Steward or alternate, designated by the Union, will be given reasonable time to introduce the Union and the Collective Bargaining Agreement to a new employee during the employee's Company orientation period.
- 7.00 Within (10) ten work days of date of hire, the new employee's supervisor will confirm that the employee and the Steward for the area have been or are introduced.
- 8.00 Should a second or third shift employee be subject to suspension or discharge for disciplinary reasons and a Steward not be present for consultation on that shift, the Company may relieve the employee of further duty for the balance of the shift, with pay, to allow for subsequent discussion with his Steward before the disciplinary action is finalized.

## **ARTICLE ELEVEN**

### **VISITATIONS**

- 1.00 Officers and/or accredited representatives of the Union shall, upon request by the Union, be admitted to the facilities during working hours. Such representatives shall inform a member of management of the nature of their visit prior to admission to Company premises and of their departure when the visit is completed. Approval for such admission to Company premises will be granted unless operational activities require delay in time or date.
- 2.00 All such officers or representatives shall comply with required Government security regulations and customer requirements for protecting proprietary interests.

## ARTICLE TWELVE

### NON-BARGAINING UNIT INDIVIDUALS

- 1.00 Supervisory, professional, or other non-Bargaining Unit individuals shall not displace Bargaining Unit members. However, it is understood and agreed that supervisors and professional personnel may perform the work of Bargaining Unit employees covered by the Agreement under the following conditions:
  - 1.01 For the purpose of instructing and training employees.
  - 1.02 When an employee fails to report for work and other qualified employees are not available. It is agreed that the Company will make every effort to locate and assign qualified Bargaining Unit employees to perform the work.
  - 1.03 When required for safety.
  - 1.04 In circumstances which are required to ensure the quality of performance and/or the satisfaction of the Company's obligation and responsibilities as a Contractor.
  - 1.05 In circumstances under emergency conditions which involve work such as the issue of parts or other supplies which are required for immediate mission support. Such actions are to be limited to unforeseen or unplanned needs and Bargaining Unit employees are not immediately available (on site) to perform the work.
  - 1.06 When necessitated by security requirements.
  - 1.07 In circumstances which involve work on systems or components under development or upgrade.
- 2.00 From time to time the Company may experience workload requirements that necessitate the use of a temporary employee(s). When the following condition is met, the Company may utilize temporary employees:
  - 2.01 There are not adequate resources within the existing Bargaining Unit to staff the requirements (through cross-utilization or otherwise), and the job requirement is expected to have a duration of ninety (90) calendar days or less.
  - 2.02 The Company will notify the area Chief Steward prior to using a temporary employee(s).
  - 2.03 No extension beyond the ninety (90) calendar days will be granted unless agreed to in writing by the area Chief Steward and Union Business Representative. Electronic communication is an acceptable media for agreement.

2.04 Temporary employees will not accrue seniority.

- 3.00 Employees performing bargaining unit work whose duration of employment exceeds a total of sixty (60) calendar days or when the combined number of hours worked exceeds 320 hours in a twelve (12) month period, shall be entitled to Union Representation and will comply with the requirements of Article Eight, Union Security and Article Nine, Check-Off.
- 4.00 Subject to Article Thirteen, Sections 4.00 and 4.01, disputes arising out of this Article may be made the subject of the Grievance and Arbitration procedures of this Agreement.

## ARTICLE THIRTEEN

### SENIORITY

- 1.00 For purposes of this Article, there are two types of seniority, which are defined as follows:

**Field Seniority** represents the accumulated time each employee has spent under the services of the Company or a predecessor company at the geographical area or facility, herein again referred to as the White Sands Missile Range (WSMR), New Mexico, its remote locations and off-range sites. Field seniority will be used for the purposes of layoff, recall from layoff, and promotion as provided by this Agreement. It shall have no application, nor is it intended to apply to the accrual of benefits and like matters covered under this Agreement.

**Company Seniority** equals the total time that an employee has worked for the Company or a predecessor company on functions incorporated into the current Omnibus Contract. Company seniority will be used for the basis of benefit accruals and like matters covered under this Agreement. (Note: Seniority dates of employees employed by predecessor firms were established at the time of ratification of the 1999 Agreement.)

- 2.00 Seniority lists of the employees covered by this Agreement giving name, the seniority date and job classification will be maintained by the Company. Such seniority lists will be sent or e-mailed to the Chief Steward(s) and Directing Business Representative, on a monthly basis. Seniority list with employee addresses will be provided to the Directing Business Representative upon request.
- 3.00 Field Seniority and Company Seniority shall be broken and employees shall have their names stricken from the Seniority List under any of the following circumstances:
- 3.01 Discharge for just cause.
- 3.02 Resignation.

- 3.03 Failure to comply with the reduction and recall from layoff provisions of this Agreement.
  - 3.04 Failure to be recalled from lay off within twenty-four (24) months after such lay off.
  - 3.05 Failure to report for work without a Company approved reason upon expiration of an approved leave of absence.
  - 3.06 Absence from work for a period of three (3) consecutive work days without supervisory approval.
  - 3.07 Retirement of the employee.
  - 3.08 Upon the determination of maximum medical improvement (“MMI”) if the employee is unable to perform the essential functions of his or her current job with or without reasonable accommodation.
  - 3.09 Failure to return to the active payroll for six (6) consecutive months due to a physical or mental impairment provided, however, that the employee will then be placed on Recall and eligible for recall to work for a period of twenty-four (24) months in accordance with the Recall From Layoff procedures of Article Sixteen of this Agreement. However, the Company may take a former employee off of the recall list at that individual’s request.
- 4.00 New employees and those hired after a break in continuous service, regardless of classification, shall be considered on probation for a period of **ninety (90)** calendar days of continuous service from the date of hire or until a Government security clearance, where required, is received by the Company for the individual involved, whichever is the longer. The Probationary Period of an employee may be extended upon the mutual agreement of the Company and the Union. After sixty (60) calendar days, such employees shall be subject to the provisions of Article Eight, Union Security and Article Nine, Check-Off.
- 4.01 The discipline and discharge of probationary employees shall not be subject to the Grievance and Arbitration procedures of this Agreement.
  - 4.02 The date-of-hire of a probationary employee will become his seniority date upon successful completion of the Probationary Period. Vacation accrual then will be calculated from date-of-hire. Sick/Personal Leave hours are accrued from date-of-hire and may be used during the Probationary Period as provided in Article Twenty-Eight.
- 5.00 The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. In the event that the Government, through a duly authorized representative, advises the Company in writing that an

employee covered by this Agreement is denied a security clearance, or is barred from access to WSMR, HAFB, and/or any Government installation supported by NewTec, it is mutually agreed between the Company and the Union that such employee shall be subject to any action including, but not limited to termination of employment, which the Company considers necessary for security or facility barment reasons. Such action may be made the subject of the Grievance and Arbitration procedures of this Agreement. An employee shall not have seniority rights under this Agreement while such determination is outstanding.

- 6.00 When two or more employees commence accrual of seniority on the same date, a lottery will be held to determine the order of Field Seniority on the day of processing in.
- 7.00 The Company Seniority and Field Seniority date of a temporary employee (Article Twelve) who later becomes a regular employee will be the date of hire into the permanent position.

## **ARTICLE FOURTEEN**

### **REDUCTION-IN-FORCE**

- 1.00 Jobs to be eliminated will be designated by the Company based on geographic location(s), Work Unit, Job Series, labor grade and least seniority.
- 2.00 “Work Units” as used in this Agreement are defined as the group of employees performing work that fulfills the organizational responsibilities of the following functional areas:
- Logistics
  - Holloman High Speed Test Track (HHST)
  - Instrumentation Radar
  - Surveillance Radar
  - White Sands Airspace Display Facility
  - Optics Services
  - Optics Maintenance
  - Optics Tracking Instrumentation
  - Optics CCTV/non-track
  - Telemetry
  - Timing
  - GPS Support
  - Engineering Media Services
  - Engineering Technical Services
  - Maintenance Services – South Range
  - Maintenance Services – Central Range
  - Fabrication (Shops)
  - SVAD Support
  - Data Sciences

- Data Sciences Data Management
- Program Support-Launch Support
- Program Support-Target Support (SMR)
- Program Support-Aerial Cable
- Program Support-LBTS

3.00 “Job Series” for purposes of this Agreement are defined as the group of jobs within the same job discipline, which differ only in level of complexity/responsibility and job prerequisites. Examples (not limited to):

- Electronic Technician (C, B, A, Specialist)
- Engineering Technician (C, B, A)
- Mechanical Technician (C, B, A, Specialist)
- Photo-Optical Technician (B, A)
- Carpenter (C, B, A)
- Painter (C, B, A)
- Mechanic (C, B, A)
- General Maintenance Worker (C,B,A)
- Etc.

4.00 Displacement Procedures:

- 4.01 Employees notified of their impending layoff due to a reduction in-force may, at their option, exercise displacement rights in accordance with the following procedure:
- 4.02 They may displace anyone in the same or lower labor grade in the same Job Series and the same Work Unit who has less seniority than they do.
- 4.03 They may displace workers in different Work Units if they have worked in that Work Unit for a total of one year or more in those positions identified under APPENDIX D as Technical Job Classifications. In this case displacement would be limited to the job series in which they were employed in that Work Unit and to labor grades at or below that in which such experience was demonstrated.
- 4.04 They may displace workers in a Job Series and/or Work Unit if they have worked in that Job Series for a total of one year or more and meet the minimum requirement in that Job Series in those positions identified under APPENDIX D as Trades or Support Job Classifications. In this case displacement would be limited to the labor grades at or below that in which such experience was demonstrated.
- 4.05 If the employee fails to qualify for displacement under any of the above, or qualifies but chooses not to exercise his displacement rights, the employee will be laid off.
- 4.06 Employees who have been displaced under this procedure are entitled to the same displacement rights identified above.

- 5.00 Employees choosing to exercise their displacement rights under the above procedure must notify Human Resources in writing within three (3) work days after receipt of layoff notice.
- 6.00 The Company and the Union will meet to explore options to a reduction-in-force prior to initiating layoffs. In the event layoffs are determined to be necessary, the Company will either give affected employees at least two weeks advance notice of reduction-in-force, or provide for up to 80 hours of paid administrative leave at their regular straight time rate to make up the difference. Paid administrative leave in lieu of a two week notice shall not be construed as severance pay and does not affect an employee's right to severance pay under the provisions of Article Fifteen of this CBA.
- 7.00 Upon implementation of a reduction-in-force, the Company may accept requests for voluntary layoff if such layoff will help meet the goals of the reduction-in-force without further reducing the Company's capability to meet its contractual requirements.
- 8.00 The implementation of the Reduction-in-Force provisions of this Article shall continue with each affected employee until all opportunities leading up to layoff are exhausted.
- 9.00 Employees who are laid-off from the service of the Company due to reduction in the work force shall, for a period not to exceed twenty-four (24) months, retain and continue to accrue seniority.
- 10.00 For reduction-in-force (RIF) purposes only, all Stewards as described in this Agreement will maintain super seniority within their work unit so as not to be affected by a reduction-in-force, provided, however, they have the necessary qualifications to perform the remaining work. In the event of a RIF, the Union will provide the Company with the name(s) of any Stewards who are not current on their obligations with respect to attendance or other requirements of Local 2515. Such Stewards so identified are not protected from (RIF) action. The Company shall not be responsible for any errors on the part of the Union.

**ARTICLE FIFTEEN**

**SEVERANCE PAY**

- 1.00 An employee with more than sixty (60) days of Company Seniority shall be entitled to severance pay when laid-off as provided in Article Fourteen, Reduction in Force, or released from the service of the Company as provided for in Article Thirty One Para 10.02, Health and Safety in accordance with the following schedule:

**Years of Company Seniority Severance Pay**

From 61 Days to the Completion of Year One	40 hours
---	----------

From the start of Year Two to the	80 hours
-----------------------------------	----------

## Completion of Year Five

From the start of Year Six to the  
Completion of Year Eight 120 hours

From the start of Year Nine to the  
Completion of Year Eleven 180 hours

From the start of Year Twelve  
And Thereafter 220 hours

- 2.00 Severance pay shall accrue the day following layoff and be paid bi-weekly in conjunction with the normal pay cycle. Severance paycheck will be mailed to the employee's last address of record.
- 3.00 If the employee is recalled to work as provided in Article Sixteen, Recall from Layoff, severance pay will immediately discontinue. Further, any severance pay paid the employee will reduce, in one day increments, the amount of severance payments that the employee would otherwise be entitled to under this Article should he again be laid off due to a reduction-in-force within eighteen (18) months of the recall.
- 4.00 The severance pay provisions of this Article are not applicable to layoffs that occur as a result of the Company being replaced by loss or termination of the Company's contract with the Government.

## **ARTICLE SIXTEEN**

### **RECALL FROM LAYOFF**

- 1.00 When employees are laid-off or exercise their displacement rights as provided by this Article, their names and seniority dates will be entered on a recall list and will be retained on that list for a period of twenty-four (24) months. When positions are reinstated which were previously eliminated, the positions will be filled from the recall list using the following procedure:
- 1.01 The individual on the recall list who last held that position will be recalled to that position.
- 1.02 If the individual declines the recall, a pool of eligible employees will be established. The pool will consist of all individuals on the recall list who have worked within (1) the particular Work Unit in which the opening exists, and (2) the same or higher skill category as the opening. (Skill category is defined as Job Series and labor grade, for example, Electronics Technician A, Electronics Technician B, Electronics Technician C, etc.) The most senior employee who meets the minimum requirements of the job to be filled will be selected for recall. If the first individual selected declines the recall, the next most senior

qualified individual will be offered the position, and so on until the job opening is filled or the list of qualified employees on the recall list is exhausted.

- 2.00 An employee who declines recall to a job opening at the same labor grade as previously held as provided in this procedure will be considered as having resigned.
- 3.00 If there are no eligible or interested individuals identified through the recall procedure, the position will be posted and open to internal bargaining unit applicants for a period of five (5) working days.
- 4.00 No jobs will be posted for outside hire until all employees on the recall list at the applicable or higher labor grade within that job series have been recalled or removed from the recall list as provided in other provisions of this Agreement and/or as provided in Paragraph 3.00 above.
- 5.00 In recall, the Company will mail registered or certified notice of recall to the appropriate employee. Recalled employees must respond within five (5) work days after receipt of notification and must report for work within ten (10) work days unless extended by the Company. In the event the recalled employee does not report to work within this ten (10) day period, or as extended by the Company, the individual will be considered as having resigned.
- 6.00 All notices required by the provisions of this Article shall be mailed to the employee at the last address filed by him with the Human Resources Manager.
- 7.00 When new positions are created which were not previously eliminated in a reduction-in-force, the provisions of the Promotions and Reclassifications Article of this Agreement apply.

## **ARTICLE SEVENTEEN**

### **PROMOTIONS AND RECLASSIFICATIONS**

- 1.00 The following definitions shall apply in this Article and throughout this Agreement:
  - a. **Promotion** – A promotion is defined as the advancement of an employee from one Job Classification to another with a higher labor grade.
  - b. **Work Unit** – See Article Fourteen.
  - c. **Job Series** – See Article Fourteen.
  - d. **Reclassification** – Reclassification is defined as the award of a Job Classification at an equal or lower Labor Grade.
  - e. **Entry Level Positions** – Entry Level Positions are defined as the position in

each Job Series that has the minimum job requisites for working in the Job Series. Entry Level Positions vary in the level of physical attributes, education, work experience, and other requirements from Job Series to Job Series. Entry Level Positions are identified in all Job Series listed in Appendix D, Rates of Pay, to provide a potential promotional path for employees in some lower level Job Classifications and does not establish any assurance or guarantee of promotional progression.

- f. **Equivalency** – Some job requisites are stated in terms of education and/or equivalent experience. Transcripts and form DD214 will be required for verification of education only. The following criteria will be used in evaluating equivalency:
- 1) Correspondence courses and college courses will be evaluated separately for subject material equivalency in relation to that specified in the particular Job Requisite.
  - 2) Technical undergraduate college curricula of fourteen (14) semester hours equal six (6) months of technical school, if courses are applicable to the appropriate Technical Certificate.
  - 3) Technical military schools equal technical schooling on a one year-for-one year basis.
  - 4) One and one-half years of satisfactory directly-related technical work equal one year of technical school.
  - 5) Years of education and experience will be used in combination in determining equivalency.
- g. **Upgrade** – Upgrade is defined as the temporary assignment of a Bargaining Unit member to a higher rated Labor Grade Job Classification. These temporary assignments require compensation at the appropriate higher pay rate (Labor Grade) and may not be for less than four (4) hours, nor more than ninety (90) days duration. Lead person assignments are not upgrades, although they are temporary assignments given by management and subject to withdrawal at management's discretion.

2.00 The purpose of the Promotion and Reclassification Program is to provide opportunities for qualified employees to move into other jobs which they may prefer, and to enhance overall employee capabilities and morale. It is the sincere desire of the Company and the Union that through this program, a more qualified, experienced, and competent work force will be developed to meet and effectively fulfill all the White Sands Missile Range work requirements efficiently and economically. Bargaining Unit employees will be given first consideration for all job postings. In filling job vacancies, where skill, ability, and efficiency are substantially equal, seniority will prevail.

- 3.00 All regular vacancies shall be posted for five (5) work days in order for employees to make application in writing to Human Resources. All bargaining unit job postings will be emailed to the Chief Stewards and the Union Business Representative. Any employee on TDY or leave can personally contact the Human Resources office to inquire as to job postings and/or to inform HR of their desire to be considered for an opening. Bids received after closing dates shall not be considered.
- 3.01 The Company reserves the right to cancel any posted job notice prior to the vacancy being filled. However, the Company will not cancel any job posting until it has first met to discuss the cancellation with a Chief Steward and the Union Business Representative.
- 4.00 It is the responsibility of each individual employee to provide the documentation necessary to update and substantiate his individual records in the Human Resources personnel file. It is the responsibility of each supervisor cross-utilizing or cross-training an individual to document the performance and capabilities of the employee in that assignment to the employee and the employee's personnel file.
- 5.00 The Company has implemented a system to document the hours, which each employee is cross-utilized in another Job Series or in another Work Unit. This record will assist in the evaluation of each employee's experience for promotional opportunities, but it may not result in either immediate or total qualification for a specific job classification.
- 6.00 An employee desiring to bid on a posted job opportunity will:
- a. Submit a written request for consideration to Human Resources.
  - b. Verify that his personnel records are current and complete.
- 7.00 No employee may bid on a job in a lower labor grade unless the pay for the lower labor grade is greater, and agreed to by the Company and the Union.
- 8.00 All employees requesting consideration for job openings will be screened by Human Resources to verify that they meet the minimum Job Requirements. In the event no applicant meets those requisites, the employee selected will be the one whose qualifications most closely fit the job being filled.
- 9.00 Once the employee has accepted the new position, the gaining and losing supervisor will agree on an effective date for the job change, which will not be later than the start of the 2<sup>nd</sup> pay period following employee acceptance.
- 10.00 All employees promoted into jobs where they have not previously served for a minimum of sixty (60) work days will be subject to a thirty (30) day probationary period during which they may return to their previous position at their own request or at Company discretion. After the probationary period is completed, the promoted employee shall not bid on other bargaining unit positions for a period of twelve (12) months following the

effective date of their promotion. All new hired employees shall also remain in the position hired for one year prior to bidding on other bargaining unit positions.

11.00 **Reclassification:** There are two reasons that could lead to reclassification action:

- a. Employee performance
- b. Changes in level or complexity of workload

11.01 Reclassification actions will be handled differently depending on the reason:

- a. Reclassification resulting from employee performance will be to an equal or lower Labor Grade and will not adversely affect other employees.
- b. Reclassification resulting from a change in level or complexity of workload will be accomplished when possible in order to avoid layoff. This type of reclassification will be used only when there are established positions to which the affected employee can be reassigned. The affected employee will be offered the “right-of-first refusal” for any job opening in his original Work Unit and Job Series at the same or lower labor grade prior to posting of the vacancy.

## **ARTICLE EIGHTEEN**

### **HOURS OF WORK**

1.00 Each employee’s work week will be established by his supervisor. The week will normally end four (4) hours after their normal report to work time on Friday. Fridays consist of two separate work shifts: the first shift (first half day) applying to the current work week, and the second shift (second half day) applying to the following work week. Management reserves the right to modify as necessary the hours of work at the individual job locations. Hours of work will be established to satisfy the Government’s work requirements at the work location. Hours of work will consist of one of the following three definitions:

(1) **Common Test Schedule (CTS) (also referred to as Compressed Work Week):**

Hours of work are nine (9) hour work days, exclusive of unpaid thirty (30) minute lunch periods, Monday through Friday, with the first Friday of each pay period the regular day off and the second Friday of each pay period an eight (8) hour day.

(2) **Four Tens:** This work schedule will consist of four consecutive ten (10) hour days, exclusive of unpaid thirty (30) minute lunch periods, with three (3) consecutive days off.

(3) **Five Eights**: This work schedule will consist of five (5) consecutive eight (8) hour days, exclusive of unpaid thirty (30) minute lunch periods, with two consecutive days off.

All holidays are treated as nine (9) hour days. If a holiday occurs on a scheduled day off for those working Four Tens then the holiday will be observed on the work day preceding the holiday. Supervisors may generally schedule the one (1) additional hour in any way that does not result in the payment of overtime.

- 2.00 For the purpose of this Agreement, and the logical process of timekeeping, all consecutive hours worked on an assigned shift will be recorded on the time sheet as being worked on the day on which the shift started.
- 3.00 The Company will maintain a policy for completion and submission of time cards, which may be altered from time to time as the Company shall determine.
- 4.00 The Parties recognize the importance to the defense effort of the work being performed under the terms of this Agreement, and the Company agrees that consistent with meeting range and mission operations, every reasonable effort will be made to arrange work schedules so that a maximum number of employees will be assigned to shifts Monday through Friday.
- 5.00 No provisions of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week.
- 6.00 When an employee is scheduled and reports for work, that employee shall receive a minimum of four (4) hours pay. Pay under these circumstances shall be comprised of the employee's straight time base rate, inclusive of all premiums. Such hours paid but not worked shall not be considered as time worked for the purposes of computing overtime.
  - 6.01 Minimum pay as specified above shall not apply when lack of work is due to an Act of God, sabotage, national emergency, strike or picketing of Company premises or other circumstances beyond the control of the Company.
- 7.00 Any employee who is regularly scheduled to work less than thirty (30) hours a week is a part-time employee. The work schedule of part-time employees will be adjusted to satisfy the requirements for which the position was established.
  - 7.01 It is agreed that the Company may provide opportunities for students from educational institutions to gain experience by serving as co-ops at the site. These co-op students will not be considered employees as defined within this Agreement. Co-ops will not be used for any work where a recall exists. Only exempt employees, leadpersons, and/or specialists will provide training to co-ops. The Chief Steward and the Union Business Representative will be notified in advance of the arrival of a co-op student.

- 8.00 The Company will designate a fifteen (15) minute period during each half of the work shift that shall be taken without loss of pay for the purpose of relaxation. Any rest periods, provided that they do not interfere with scheduled range support, will be taken at the place of work. In the event a work shift is extended, employees shall receive an additional fifteen (15) minute rest period at approximately the start of the work shift extension and one approximately half way through each subsequent four (4) hours worked. In the event a break cannot be taken due to Range support, in the time allotted, employees shall be allowed to take their break(s) as soon as time is available.
- 9.00 Employees will be provided an uninterrupted thirty (30) minute meal period on their own time and without pay. Meal periods will begin between three and six hours after reporting to work. When an employee is required to work twelve (12) hours or more, an additional thirty (30) minute meal period may be taken.
- 9.01 With advance approval by his supervisor an employee will be permitted to continue his duties during a meal period for personal convenience and be dismissed after working the number of hours in his regularly scheduled work day.
- 9.02 Meal periods for an employee working at a remote site may be provided in the vicinity of that site. If, however, the employee's work does not allow an uninterrupted thirty (30) minute meal period, the employee is responsible for reporting it to his supervisor to obtain approval to continue his duties during a meal period. Approval does not have to be obtained during emergencies for direct mission support.
- 9.03 In the event an employee is required to continue his duties during a meal period because of continuing work requirements, he will be released after working the number of hours in his scheduled workday unless he is required by his supervisor to remain on the job until the normal end of his shift. Such additional time shall be paid at the applicable overtime rate.
- 9.04 Meal periods are not required when working on normally scheduled days off.

## **ARTICLE NINETEEN**

### **OVERTIME**

- 1.00 No overtime shall be worked unless directed by management.
- 2.00 It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work.
- 3.00 Overtime pay, at a rate of one and one-half times the employee's straight time hourly rate plus the average hourly premium pay earned for the applicable payroll week for shift, hazard, and turnaround time, shall be paid for (A) hours worked in excess of the

employee's normally scheduled work shift or for (B) all hours worked in excess of forty (40) during the work week. "Hours worked" will include all paid leave hours for purposes of computing overtime pay for hours worked in excess of forty (40) during the workweek.

- 3.01 If an employee is required to work on a holiday, the employee will receive holiday pay as shown in Article Twenty-Five ("Holidays"), if eligible as provided in Article Twenty-Five ("Holidays"), plus time and one-half for hours worked on the holiday.
- 3.02 If an employee is required to work during a period where other employees have been granted administrative leave, the employee will receive administrative leave pay equal to the number of hours applicable for other employees working the same shift, plus pay for hours worked when they would have otherwise been on administrative leave. If the total recorded hours worked plus administrative hours are greater than forty (40), the employee will be paid at one and one-half times the straight time hourly rate for all hours over forty (40).
- 3.03 Employees will be paid at two times the employee's straight time hourly rate for all hours worked in excess of twelve (12) consecutive hours.
- 4.00 Employees will be paid time and one-half for the first twelve (12) hours worked on any Friday or Saturday that would normally be a scheduled day off.
- 5.00 All hours worked on a Sunday will be paid at two times the employee's straight time hourly rate.
- 6.00 Overtime and irregular hours work within a disparity group shall be distributed on an equitable basis. The immediate supervisor will assign such work to employees in that disparity group who have the least cumulative overtime and irregular hours worked and are qualified to perform the required work in accordance with Appendix E. This provision shall not be construed as requiring the Company to call in employees for overtime or irregular hours work when qualified employees are on the Company's premises, nor prohibiting the assignment of work to employees outside the disparity group requiring overtime or irregular hours when sufficient numbers of qualified personnel from that disparity group are not available.

Should a selected employee decline the overtime work, such hours will be charged on the disparity list as if actually worked. The next qualified employee with the least number of such hours then will be assigned to perform the work. In the event all qualified employees in the disparity group decline such hours, the work will be assigned to the qualified employee with the least number of such hours. It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform such work.

- 6.01 Overtime and irregular hours disparity lists, including hours worked and hours declined, will be maintained in each disparity group and will be posted weekly on the Union bulletin board. Whenever the distribution of such hours in any

disparity group exceeds a disparity of one hundred (100) equivalent hours, the designated Steward and immediate Supervisor will meet to determine and document the reason for the variance and the corrective steps to be taken. If the Company and the Union cannot agree, the dispute may be referred to the Grievance Procedure. The Operations Manager, the Union Business Representative and the chief stewards, will jointly review all overtime disparity lists quarterly.

- 6.02 Semi-annual review of all disparity lists will be performed by the appropriate Supervisor and Manager representing the Company and the appropriate Shop Steward and Chief Steward representing the Union.
  - a. Employees who exceed the disparity limit of (100) equivalent hrs will be identified.
  - b. The first review period will be from February 1, 2011 through July 1, 2011. All remaining periods will be on a six month basis on January 1 and July 1 each year. These employees' disparity will be tracked for the identified review period in order to monitor this discrepancy. If an employee identified per paragraph a is brought back into the established disparity limit at any time during this review period, the employee will not be eligible for the pay schedule as detailed below.
  - c. At the completion of the review period, any employee identified who continues to be out of the limit will be paid on the schedule listed below:

Pay Schedule

<u>Disparity Hours</u>	<u>Compensation</u>
101-240 hrs	\$250
241-360 hrs	\$500
361-480 hrs	\$750
481 hrs or greater	\$1,000

- 6.03 Employees will not be transferred or reassigned from one disparity group to another as a solution to premium hours disparity.
- 6.04 Employees permanently reassigned to a disparity group will be credited with the average premium hours worked to-date in that unit.
- 6.05 Employees temporarily assigned to another disparity group will not result in the averaging of premium hours within that group. Premium hours worked will be credited to the employee's permanently assigned disparity group.

6.06 Any new employee will be averaged into the appropriate disparity group upon completion of his/her probationary period.

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

8.00 All premiums will be calculated on a straight time rate plus the average hourly premium pay earned for the applicable payroll week for shift, hazard, and turnaround time.

## **ARTICLE TWENTY**

### **SHIFT DIFFERENTIALS**

1.00 Any work shift with a starting time of 2000 hours or later and before 0600 hours shall be defined as a night shift. Any work shift with a starting time of 1200 hours or later and before 2000 hours shall be defined as an evening shift.

2.00 An employee shall receive the shift differential applicable to the shift to which he is assigned for all hours worked while he is so assigned.

3.00 Employees assigned to shifts beginning between the hours shown below will be paid shift differential as follows:

Day 0600 hours to 1159	\$ .00/hr.
Evening 1200 hours to 1959	\$ .75/hr.
Night 2000 hours to 0559	\$ .85/hr.

4.00 Starting times and assignments to shifts are the exclusive function of management and shall be made whenever necessary. In the event that an ongoing shift assignment change needs to be enacted, the Company will provide the employee with notice of such at least seven (7) calendar days in advance of the change. In the absence of such notice, the employee will be paid at one and one-half times the employee's straight time rate (prior to the inclusion of any associated premiums) for the hours worked until the seven (7) calendar day requirement is met. A change in an employee's starting time does not constitute a change in their shift unless they switch from one of the shifts listed in the paragraph above to another one of these shifts. The seven (7) calendar day notice does not apply except to ongoing shift changes.

## **ARTICLE TWENTY-ONE**

### **IRREGULAR HOURS**

- 1.00 Any employee who is required to report to work before or after the start of the employee's normal report time will be paid an irregular hours premium of one and one-half times the employee's base rate for hours worked outside of the employee's regular shift. For purposes of this provision, an employee's "regular shift" may be changed by the Company with seven (7) calendar days advance notice. Such changes will remain in effect for thirty (30) days or more.

## **ARTICLE TWENTY-TWO**

### **TURNAROUND TIME**

- 1.00 White Sands has an established policy which requires a minimum of ten (10) hours between the end of an employee's work shift and the start of the following work shift. This policy may be overridden if required to accommodate high priority or time sensitive Range schedules. In the event this turnaround is overridden, employees will be paid at two times their regular straight time rate until the ten (10) hours is reached and time and one-half times their regular straight time rate for all remaining hours on the following shift up to a total of twelve continuous hours worked.

## **ARTICLE TWENTY-THREE**

### **RECALL OUTSIDE NORMAL SHIFT**

- 1.00 When an employee has completed a shift and has been relieved for the day and has left the Company's premises, or when an employee is on one of his regular days off and is recalled to work by the Company management/supervisor, Range Control, fire department or security, (recalled for mission support, building security, building safety, building fire alarms, or any reason related to the job), the employee shall be guaranteed a minimum of four (4) hours of pay at his applicable overtime rate. If an employee who has been recalled to work is notified prior to arriving at his or her duty station that he or she is no longer needed, the employee shall be paid two (2) hours pay at the applicable overtime rate.
- 2.00 No employees will be placed on a "stand-by" or "on-call" status.

## **ARTICLE TWENTY-FOUR**

### **LEADS**

- 1.00 A Lead person is responsible for leading and directing the work of other employees within his area and for approving and signing for the work of others while continuing to

perform the duties of his regular job. Lead assignments are offered by the Company, and may be accepted or rejected by the employee's choice.

- 2.00 Leads may not assume or perform any supervisory prerogatives, including the following:
- a. Recommend or participate in discipline or discharge decisions.
  - b. Recommend or participate in reduction-in-force decisions.
  - c. Recommend or participate in promotion decisions.
  - d. Recommend or participate in the resolution of employee complaints or grievances.
  - e. Establish work standards.
  - f. Distribute overtime.
- 3.00 The premium rate of pay for work performed as a Lead is seventy-five cents (\$.75) an hour greater than the employee's regular base rate or the highest base rate of the employees under the Lead's direction.

## **ARTICLE TWENTY-FIVE**

### **HOLIDAYS**

- 1.00 Full-time employees shall be granted the following holidays:

New Years Day  
Martin Luther King, Jr. Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- 2.00 In addition to the holidays listed above, employees will be granted any holiday that may be established by an Act of Congress of the United States or by proclamation of the President of the United States, provided the observation of such holiday has been approved in advance by the Government Contracting Officer to whom the Company is responsible.

- 3.00 Holiday pay shall consist of eight (8), nine (9), or ten (10) hours pay, whichever is the employee's scheduled hours of work, at the employee's straight time base rate, exclusive of all premiums.
- 4.00 Employees covered by this Agreement are eligible for holiday pay provided they work one full shift of their regularly scheduled work shift the day before or the day after the observed holiday or are on paid leave. Work, as defined by this Paragraph, includes any paid time off as provided by the terms of this Agreement.
- 5.00 It is understood and agreed that the Company reserves the right to require employees to work on a holiday, in accordance with the provisions of Article Nineteen. An employee scheduled to work on the holiday, who fails to report for work, shall not receive payment for holiday pay unless he fails to perform such work as a result of his sickness or death in the immediate family, or because of similar good cause. Acceptable proof may be required to support the reason for such absence.

## **ARTICLE TWENTY-SIX**

### **VACATIONS**

- 1.00 Employees who have completed their probationary period will accrue paid vacation as reflected in the table below. Vacation may be taken by the employee up to the total of accrued time; however, employees may not accrue a vacation balance in excess of 240 hours. Vacation hours shall be vested upon accrual. Every June and December, Bargaining Unit employees may cash out accrued but unused vacation exceeding 160 hours at their regular hourly rate. Employees shall provide the Human Resources Department two weeks advance notice of their intent to cash out such vacation hours.

<b><u>Years of Company Seniority</u></b>	<b><u>Annual Accrual</u></b>
Completion of probationary period up to completion of Year Five	90 hours
From the start of Year Six to the completion of Year Ten	130 hours
From the start of Year Eleven to the Completion of Year Fifteen	140 hours
From the start of Year Sixteen to the completion of Year Nineteen	170 hours
From the start of Year Twenty and Thereafter	210 hours

- 2.00 All vacation hours shall be accrued and credited on a pay period basis. Employees that are off work for workers compensation will continue to accrue vacation for a maximum of six months.
- 3.00 Vacation accrual will be based on Company Seniority as defined in Article Thirteen of this Agreement.
- 4.00 Employees must submit a written request for vacation approval in advance. To assure orderly operation of the business, it is understood and agreed that final approval of vacation requests rests exclusively with the Company.
- 5.00 Vacation time will be paid at the employee's straight time base rate, exclusive of all premiums. Such time may be taken in one-tenth hourly increments.
- 6.00 Employees may receive accrued vacation pay prior to beginning their vacation period. Advanced vacation paychecks will be provided at no cost to the employee.
- 7.00 Employees who are eligible for vacation and who terminate employment with the Company, regardless of the nature of the termination, shall receive lump sum payment for their unused vacation hours. Such payment shall be at their base rate of pay, exclusive of any premium.
- 8.00 Employees who have exhausted their sick and personal leave entitlement may use earned vacation in one-tenth hour increments for the same purposes as would have been approved for sick and personal leave.

## ARTICLE TWENTY-SEVEN

### LEAVES OF ABSENCE

- 1.00 **Leave Without Pay (LWOP) - Short-term Leaves of Absence.** Employees will be granted short-term leaves of absence of one work day or less with prior approval from his supervisor. Two to fifteen (15) work days of LWOP may be taken with approval by the appropriate Department Manager. An employee is not required to use all of his or her accrued vacation or personal leave prior to utilizing a LWOP option.
- 2.00 **Leave Without Pay (LWOP) – Long-term Leaves of Absence.** Upon approval of the Company Business Manager, personal leaves of absence without pay for 16 to sixty (60) days may be granted. With Company Business Manager approval, personal leaves may be extended. Requests for such leave should normally be made at least two (2) weeks in advance. An employee is not required to use all of his or her accrued vacation or personal leave prior to utilizing a LWOP option.
- 3.00 **Medical Leaves of Absence.** Medical leaves of absence will be granted employees because of personal injury or illness upon application and proof of the requirement for such leave. An employee who has been on a medical leave of absence and who has been

released without restriction to return to work by his physician will be returned to the job classification and labor grade previously held, or to a similar job classification in that labor grade, subject to Article Thirteen of this Agreement.

- 4.00 **Family Medical Leave Act (FMLA) Leaves of Absence.** Eligible employees will be granted up to twelve (12) weeks of FMLA leave during any twelve (12) month period, commencing from the first day the Leave of Absence is started, for any of the following reasons:
- a. Birth of the employee's child and to care for the newborn child.
  - b. Placement with the employee of a child for adoption or foster care.
  - c. To care for the employee's spouse, son, daughter or parent with a serious health condition.
  - d. For a serious health condition that makes the employee unable to perform his job functions.
- 4.01 The terms and conditions of eligibility and leave administration will be applicable as provided by the FMLA. Information on FMLA leaves of absence and leave request forms are available from the Human resources Department.
- 4.02 The Company will continue insurance coverage for qualified employees during periods of FMLA leave. The employee is responsible for payment of the employee portion of the premium. When on unpaid leave this premium must be paid monthly.
- 5.00 **Military Reserve/National Guard Duty Leaves of Absence.** Annual military leaves of absence for training purposes will be granted employees serving in the U.S. military Reserve or National Guard. Such employees will be paid the difference between their military base pay and their regular base rate, exclusive of premiums, for up to three (3) calendar weeks or fifteen (15) work days annually. Adequate proof of such service and pay must be provided. Similarly, eligible employees will qualify for such pay differential when activated for a state of emergency (riots, prison breaks, etc.), for up to eight (8) work days per occasion or as extended by mutual agreement.
- 6.00 **Uniformed Services or Peace Corps Leaves of Absence.** An employee who enters or is called into any branch of the U.S. Armed Forces or Public Health Service for active duty service, or joins the Peace Corps for one (1) two-year term, shall continue to accrue seniority during his absence and may apply for reinstatement upon discharge or release from service. The terms and conditions of the Uniformed Services Employment and Reemployment Rights Act will be applicable in all cases.
- 7.00 **Jury Duty Leaves of Absence.** An employee who has been called to jury duty, jury service, or as a witness in a trial of which they were not a named party (i.e., plaintiff or defendant) will be paid his regular base rate, exclusive of premiums, for time lost from

regularly scheduled hours of work because of jury duty. If the employee is released from jury duty and would not be able to work three (3) or more hours of his normal shift, inclusive of travel time, the employee will not be required to report to work and will be paid at his normal hourly rate, plus Lead Premiums, as appropriate. Jury duty leave will be charged to a jury duty leave account. The jury duty pay paid by the Court for the same hours paid by the Company will be reimbursed to the Company by the employee. Subsequent adjustments to the employee's pay may be made based on required documentation, which should be submitted to the Payroll Department.

8.00 **Funeral Leaves of Absence.** Employees shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

- a. Four (4) workdays in the event of death of the employee's father, mother, spouse, sister, brother, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grandparents, grandparents-in-law, and step relations to include child, mother, father, brother or sister. "Children" includes a foster child who dies while placed in the employee's home by a State Agency.
- b. If an employee must attend services which include travel greater than 400 miles, three (3) additional days or a total of seven (7) days shall be granted.

9.00 Elected Union Official Leaves of Absence

- a. Employees elected or selected to full-time jobs in the Local Union or International Union which take them from their employment with the Company shall receive leave of absence, without pay, for the period needed.
- b. With prior written request/approval and absent any mission support conflicts, leaves of absence without pay will be granted by the Company for Official Union business, defined as attending conventions, educational or other functions of the Union. Seniority and benefits will accumulate during such leave.

10.00 **Expiration of Leaves of Absence.** Employees who fail to report for work upon expiration of an approved leave of absence will be terminated as provided in Article Thirteen of this Agreement.

## ARTICLE TWENTY-EIGHT

### SICK /PERSONAL LEAVE

1.00 Regular, full-time employees will accrue forty-five (45) hours of leave per year which may be used for illness, recovery from injury, doctors appointments, and similar matters, or for personal business, in increments of one-tenth (1/10) hour or more and paid at employee's straight time base rate exclusive of all premiums. Unused annual sick/personal leave hours will accrue, with no maximum accrual. Such leave time may not be used after an employee has announced a decision to resign or retire from the

Company. Sick/personal leave is not vested, and such leave balances are not reimbursable to the employee upon termination.

- 2.00 Sick/Personal leave has dual usage by an employee. Sick Leave used by an employee is to be used for personal illness or illness of a family member which requires the presence or assistance of the employee. In the case of an employee needing to use sick leave, the employee should notify his immediate supervisor or another responsible member of management at least one (1) hour prior to his normal work start time. Emergency situations could make this guidance unfeasible, in which case the employee should notify his immediate supervisor or another responsible member of management as soon as possible. Electronic or voice mail is acceptable as notification in both cases.

Personal leave is available to an employee who is requesting to be excused from work for reasons other than illness. An employee wishing to use personal leave, not due to illness, must notify his immediate supervisor and gain approval at least one (1) hour prior to his normal work start time. If the immediate supervisor cannot be reached, the employee should contact the next level of management to make request and gain approval.

- 3.00 Employees may donate, in one-hour increments, accrued sick/personal leave or accrued and vested vacation leave to another employee in cases where the employee receiving such donation has exhausted his sick/personal leave and vacation leave and has a compelling need for the donated leave. Such leave will be paid out at the donating employee's straight-time hourly rate. Either a Company Vice President or the Company Business Manager must approve donations in advance and in writing.
- 4.00 Employees who are absent from work due to workers compensation will continue to accrue sick leave to a maximum of six (6) months.

## **ARTICLE TWENTY-NINE**

### **CROSS-TRAINING**

- 1.00 The Company has established a Cross-Training Plan that applies throughout the organization. The Company may make changes in plan content and procedures from time to time to strengthen plan performance and administration, except as provided in this Article.
- 2.00 Cross-training is voluntary. Employees are responsible for identifying areas outside of their primary job assignment in which they have an interest in cross-training for the development of new skills. Employees may choose to inform the Company of secondary jobs for which they feel they already have training or have experience based on previous education and/or job assignments.
- 3.00 The employee's cross-training plan will be developed by the supervisor of any area in which such cross-training may occur. Copies of the plan will be provided to the

employee and kept by the Human Resources Department and the Resource Integration Center for scheduling and follow-up.

- 4.00 Employees who volunteer for cross-training will generally be provided transportation as available from their normal report-to-work location to the location of their cross-training assignment(s). In the event such transportation is not available, the employee may choose to use a personal vehicle without reimbursement or to decline the cross-training opportunity for that day without penalty. Because cross-training is intended to be beneficial to both the Company and the employee, commuting time in excess of an employee's normal commuting time will be on Company time and employees will be paid accordingly.
- 5.00 Rates of pay for employees in cross-training assignments will not be adjusted, regardless of the labor grade in which they are being cross-trained.
  - 5.01 When employees are being cross-trained they will be paid any applicable premiums for time worked in the cross-training job.
- 6.00 The Company will keep detailed records of all cross-training assignments. Each employee is responsible for assuring the accuracy and completeness of these records and providing any additional documentation necessary to update and substantiate his individual records in the Human Resources Department files. Supervisors will assist both the individual and the Human Resources Department in understanding and recording such documentation.
  - 6.01 An employee and/or his Steward may review his cross-training records upon request. If an employee believes such records do not adequately reflect that cross-training has occurred, he may, on a timely basis, request that the supervisor prepare a memo which correctly reflects such information for inclusion in his personnel file.
- 7.00 In addition to cross-training as provided in this Plan, other opportunities for employees to gain training in other jobs may arise when workloads and job requirements allow. To that end, supervisors will, at employee request, arrange such training and schedule participants accordingly.

## **ARTICLE THIRTY**

### **CROSS UTILIZATION**

- 1.00 The Company has established a Cross-Utilization Plan that applies throughout the organization. The Company may make changes in plan content and procedures from time to time to strengthen plan performance and administration, except as provided in this Article.
- 2.00 Cross-utilization assignments are mandatory; however, volunteers will be sought whenever practicable. Cross-utilization assignments will be equalized to provide

qualified employees the opportunity for cross-utilization experience. Employee selection for cross-utilization assignments will consider the essential skills needed, job location and commuting distance, employee availability, priority of work, employee preference and other relevant factors, to the extent such consideration can be given. Employees will not be cross-utilized in positions for which they do not meet minimum qualifications.

- 3.00 The Company will identify cross utilization opportunities and make them part of the daily work assignment. Employees in turn will properly record the cross utilization on the time keeping system. At the Union Directing Business Representative or Chief Stewards' request, the Company will provide a summary. Such requests will not be made more often than once a month. Information contained in this documentation will include dates employees were assigned to the work, and job classification to which the employee was cross-utilized. Each Chief Steward will have direct electronic access to cross utilization reports. All cross utilization records will be available for review. Employees must sign and receive a copy of any cross-utilization documents placed in their records.
- 4.00 Employees will generally be provided transportation from their normal report-to-work location to the location of their cross-utilization assignment(s). In cases where driving a personal vehicle is a more practical means of reporting to the new location, the employee will be paid the applicable Federal Travel Regulation rate for all commuting miles driven in excess of the employee's normal commute mileage. Commuting time in excess of an employee's normal commuting time will be on Company time and employees will be paid accordingly.
- 5.00 When employees are being cross-utilized their pay rate will be the higher of their regular rate or the base rate of the labor grade to which they are assigned through cross-utilization. Cross-utilization assignments will not necessarily be at the labor grade of the employee being replaced, but determined by the duties to be performed. Applicable premiums for time worked in the cross-utilization job will be paid.
- 6.00 The Company will keep detailed records of all cross-utilization assignments. Each employee is responsible for assuring the accuracy and completeness of these records and providing any additional documentation necessary to update and substantiate his individual records in the Human Resources Department files. Supervisors will assist both the individual and the Human Resources Department in understanding and recording such documentation. Records of satisfactory cross-utilization will be used on a day-for-day basis to meet the minimum of one year of job performance to qualify for displacement rights as provided in Article Fourteen of this Agreement.
- 7.00 An employee and/or his Steward may review his cross-utilization records upon request. If an employee believes such records do not adequately reflect that cross-utilization has occurred, he may, on a timely basis, request that the supervisor prepare a memo which correctly reflects such information for inclusion in his personnel file.

## **ARTICLE THIRTY-ONE**

### **ALCOHOL AND DRUG USE**

- 1.00 The Company and the Union are committed to maintaining a safe and productive alcohol and drug-free environment for all employees and to strict conformance with all federal and state regulations requiring affirmative actions designed to prevent accidents and injuries resulting from the misuse of alcohol or use of a controlled substance.
- 2.00 The use or possession of alcohol or controlled substances, excluding prescribed medication, while on Company property, or in any Company vehicle, or on Company time, including breaks on any shift is strictly prohibited. Also, reporting to work under the influence of or impaired by alcohol or drugs is strictly prohibited. Disciplinary action, up to and including discharge, may result from such action.
- 3.00 Department of Transportation (“DOT”) regulations, Federal Highway Administration (“FHWA”) regulations, Department of Defense regulations, all other applicable federal and state laws and regulations, and Company policy and procedure will be administered in full compliance with their provisions, as required.
- 4.00 Pre-employment, post-accident, reasonable suspicion, return-to-duty follow-up and post-rehabilitation testing will be administered in a manner consistent with applicable laws and regulations. Test protocols, including test results reporting, record keeping, confidentiality and privacy, will be established and administered as required by the provisions of those laws and regulations. DOD regulations requiring contractors to administer provisions for identifying illegal drug users, including “testing on a controlled and carefully monitored basis,” will be met through random testing for illegal drugs for employees in sensitive positions.
- 5.00 The Company and the Union believe employee assistance programs emphasizing education, counseling, rehabilitation and coordination with available community resources are fundamental to sustaining a drug-free workplace. Accordingly, employees who have or believe they may have an alcohol or drug dependency are encouraged to take the initiative in seeking counsel and assistance and to voluntarily participate in an appropriate program of rehabilitation and recovery. Such employees will be advised of resources available to them in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

Time off for one (1) period of approved rehabilitation and treatment for such employees will be considered a medical leave of absence. Upon written certification from the administering clinic, hospital or physician that, in their professional opinion, the individual is adequately rehabilitated, he will be returned to work as provided in Article Twenty-Seven of this Agreement.

- 6.00 Subject to restrictions imposed by applicable laws and regulations, or as otherwise provided in 5.00 of this Article, employees tested under the conditions listed in 4.00

above and who have not tested positive on a drug screen analysis within the following six (6) month period will be considered for re-employment if, in the judgment of both Company and Union, they have obtained professional drug rehabilitation help through a clinic, hospital or physician. Written certification from the administering clinic, hospital or physician that, in their professional opinion, the individual is adequately rehabilitated and able to work without restriction is required prior to consideration for re-employment.

6.01 Such individuals will be considered for rehire when a position for which they have the qualifications (demonstrated skills and abilities, job knowledge and past performance) to perform becomes open. The opportunity for such re-employment, if provided, will be extended one time only. The Company and the Union will discuss the prospective rehire of such individuals, including job placement, seniority, specific performance requirements that must be met, including periodic post-rehabilitation testing, counseling by either or both Parties, and any other relevant policies and procedures established by the Collective Bargaining Agreement, federal or state regulations or Company policy prior to rehire.

7.00 The Company agrees with regard to drug and alcohol testing that it will not deviate, modify or alter the testing policies as they currently exist, unless otherwise agreed to by the Parties or required by applicable regulations or laws.

## **ARTICLE THIRTY-TWO**

### **HEALTH AND SAFETY**

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

2.00 Hazard Pay:

2.01 Explosive Risks Category I: Loading, handling and transporting explosive devices (including fueled rocket motors). Explosive devices include, but are not limited to, ammunitions, sub-munitions, plastic explosives, det cord, and any other item that WSMR deems explosive.

2.02 Explosive Risks Category II: This risk category includes work inside an explosive sub-munitions impact area. In the event an employee finds an intact electrically fired munitions at a Work Site to which he has been assigned, he is to stop work, vacate the site, and notify EOD for disposal. The employee will be entitled to one (1) hour of Explosive Risks Category II Hazard Pay.

2.03 Explosive Risks Category III: Work in an area where there is risk to the employee resulting from an explosion, which cannot be mitigated due to the nature of the work or the location in which it must be performed.

- 2.04 Height Category I: Includes work on unprotected platforms and towers above 10 feet and below 20 feet in height on a routine basis, such as is required in performance of Aerial Cable duties, and on an intermittent basis, such as is required in Construction. Unprotected towers or structures are those that are not normally intended for walking, climbing, or standing, or where stairways, ladders, or platforms are not equipped with protective railings, cages, or other safety devices. This category includes an employee being transported to or from a work assignment in a military aircraft.
- 2.05 Height Category II: Includes work on platforms and towers above 20 feet in height, and for the time in which job duties are performed from an aircraft in flight. This does not apply during periods when the employee is present only as a passenger.
- 3.00 Premium pay will be applied via timesheet coding. The supervisor's signature on the timesheet represents approval of the premium pay. The premium for Explosive Risks Category I will be applied on the basis of the employee's basic hourly rate for the entire work shift in which the employee is exposed to the risk as defined in paragraph 2.00. The premium for all other risk categories will be applied on the basis of the employee's basic hourly rate for the cumulative time of the employee's exposure to the risk as defined in paragraph 2.00, rounded to the next full hour. Premiums will be:
- 3.01 Explosive Risks Category I Premium: Explosive Risks Category premium is 4 %.
- 3.02 Explosive Risks Category II Premium: Explosive Risks Category II premium is 25%.
- 3.03 Explosive Risks Category III Premium: Explosive Risks Category III premium is 50%.
- 3.04 Height Category I Premium: Height Category I premium is 25%.
- 3.05 Height Category II Premium II: Height Category II premium is 100%.
- 4.00 Employees are required to comply with safety rules and regulations established by the Company and Government agencies, and to wear such protective clothing or use such safety equipment as required and furnished by the Company.
- 5.00 As directed by the Company, protective clothing and safety equipment will be worn by employees when performing potentially hazardous jobs. Each employee will be personally responsible for the proper use and care of such equipment when in his possession. Additionally, the employee shall ensure the return of safety equipment in his possession to its proper storage location when not in use.
- 5.01 Safety equipment, as deemed necessary by the NewTec Safety Department, shall be divided into two categories: (1) that equipment which is non-personal, such as

nonprescription safety eyeglasses, goggles, face shields, protective clothing, headgear, safety harnesses, etc., and (2) that equipment which is considered personal, such as prescription safety eyeglasses, safety shoes, and respirators/filters. Non-personal safety equipment will be supplied by the Company at no cost to the employee and as such remains the property of the Company. Personal safety equipment shall be funded by the Company as shown below or it may be issued to the employee. Such issued equipment will be replaced as necessary. In the event of disagreement as to the condition or usability of Company issued safety equipment, such disagreement shall be subject to the grievance procedure.

- a. Employees may purchase safety shoes through the Company's Safety Office, or through the store of their choice, provided that they are suitable, OSHA approved, and meet the ANSI standards. Reimbursement for shoes is limited to a maximum of \$125 per employee, per calendar year.
- b. Reimbursement for safety glasses is limited to a maximum of \$200 per employee, twice during the term of this CBA. The Company will pay for an eye exam for employees in fields involving electromagnetic or laser energy in accordance with OSHA standards. (This is in addition to their annual eye exam provided under their medical insurance.)
- c. Protective clothing, such as shop coats, aprons, gloves, and coveralls, and cold weather outfitting for those sent to excessively cold TDY locations, will be purchased and provided by the Company when required by the Company to prevent the employee's exposure to adverse elements. In addition, the Company will reimburse employees up to \$75 for the term of this CBA for the purchase of protective coveralls.

6.00 When recertification is required for an employee to continue the duties of his regular job classification, or when new certification requirements become necessary to continue such duties, the cost of such certifications will be reimbursed by the Company. An employee who voluntarily terminates employment with the Company within one (1) year of receiving such reimbursement will refund the reimbursement amount to the Company.

7.00 Stewards or their alternates shall be members of the Safety Committee. Stewards will attend monthly safety meetings in the areas to which they are assigned. Stewards are responsible for presenting any safety concerns of the work units they represent and for notifying the Safety Office whenever safety issues are identified.

8.00 A minimum of one (1) controller will have the same report time as the earliest report times in areas that do not have twenty-four (24) hour coverage or communications with a designated emergency response location.

9.00 Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company property or employee property or materials. To that end, employees will report to the appropriate Supervisor any acts of sabotage or willful damage to property

or materials, or threats to sabotage or willfully damage such property. Immediately upon receipt of such report, the Company and the Union will discuss the matter. The Union will use its best efforts in assisting the Company to prevent or correct unsafe practices or conditions.

- 10.00 Should the Company have reason to believe an employee is physically or mentally unable to satisfactorily perform the duties of his job classification, he will be required to take appropriate medical examinations as directed by the Company at the Company's expense.
  - 10.01 Should an employee fail to pass the Company's medical examination, and as a result, be determined by the Company to be unable to perform the duties of his job classification, the Company agrees to meet with the Union for the purpose of endeavoring to agree on reassignment of the employee to available work for which he is qualified and which he is able to perform. Failure to reach agreement may be made the subject of the Grievance and Arbitration procedures.
  - 10.02 If the Company and the Union are unable to reach agreement, the employee may then be reassigned to available work for which he is qualified or released from the service of the Company.
- 11.00 No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe or sanitary for him or that might unduly endanger his health or others. Abuse of this Article may be cause for disciplinary action. If a dispute arises over what is reasonably safe or sanitary between the employee and the supervisor, the Safety Office will be called out to make a determination in writing.

## **ARTICLE THIRTY-THREE**

### **JOB CLASSIFICATIONS**

- 1.00 If it becomes necessary to establish new job classifications or modify existing job classifications or descriptions within the Bargaining Unit during the term of this Agreement, the Company will notify the Union, in writing, of the job classification and wage rate. If the Union does not agree with the new classification, it may appeal the new classification to Arbitration as provided in Article Thirty-Four of this Agreement. The job classification and wage rate established and implemented by the Company will remain in effect unless ruled unreasonable or arbitrary by the Arbitrator.
- 2.00 New or revised job classifications introduced during the term of this Agreement will be discussed with the Union. Disputes arising out of this Article may be made the subject of the Grievance and Arbitration procedures of this Agreement.
- 3.00 Job postings for bargaining unit positions that contain "desired qualifications" which have not been incorporated in previous postings for that job series and work unit will be submitted to the Chief Steward of the area, or the Union Directing Business Representative for Union concurrence. The Union will have ten (10) working days in

which to submit requests for change. If changes are requested, the Chief Steward will meet with the Department Manager initiating the Position Request. If unable to reach agreement, the Operations Manager or Business Manager may authorize the posting without further consultation. The Union may, however, initiate a grievance at the third step of the Grievance Procedure.

## **ARTICLE THIRTY-FOUR**

### **GRIEVANCE PROCEDURE**

- 1.00 For the purpose of this Agreement, the term "grievance" (other than a "class action" grievance) means any dispute between the Company and the Union; or between the Company and any employee concerning the effect, interpretation, application, claim, breach, or violation of this Agreement.
- 1.01 The term "class action grievance" shall mean a grievance filed on behalf of Bargaining Unit employees which the Union asserts are affected by the Company's failure to follow a provision(s) of the Collective Bargaining Agreement (CBA). Such class action grievance shall be written, dated, identify the bargaining unit individuals by name whom the Union asserts are members of the affected class, and the CBA provision(s) claimed to have been violated. A class action grievance will be originated by a Union Steward, or Chief Steward. The Union shall be designated as the Grievant on behalf of the affected employees. A class action grievance shall be subject to the normal grievance procedure.
- 2.00 It is the intent and purpose of the Parties to provide a fair and equitable procedure for the orderly settlement of all grievances and in accordance with the following steps:

#### **Step 1 - Oral**

Any grievance, which an employee or the Union may have with the Company with respect to wages, hours, or other conditions of employment, shall be discussed by the employee and his Steward with such employee's immediate supervisor in an attempt to settle the matter. The immediate supervisor shall give an oral answer immediately, if possible, but in no event later than three (3) work days after the discussion.

For purposes of documenting the date on which this oral discussion occurs, the Supervisor will prepare a written note to the file, copy to the employee and Steward, listing only the date of the discussion meeting and the general subject of the grievance. The employee and Steward will acknowledge receipt of the note by written signature.

In the event a grievance is not presented to the Company within five (5) work days after the employee has knowledge or has reason to have known of the incident from which the grievance arises, the grievance shall be considered as having been settled and no further action, including pursuit of the grievance in arbitration, can be taken.

If the oral answer does not settle the matter, the employee and/or the Steward or other Union official may proceed with the matter as follows:

## **Step 2 – Written**

Within seven (7) work days after the receipt of the oral answer, the Steward or Chief Steward may present the grievance in writing to the Department Manager. Such written grievance shall set forth a statement of the grievance, the facts on which it is based, the date of the occurrence, the specific Article or Articles of the Agreement allegedly violated, and the remedy or correction requested. The Department Manager shall meet with the Chief Steward, Steward and employee within seven (7) work days after his receipt of the grievance and attempt to settle the matter. The Department Manager shall give his decision in writing to the Chief Steward, Steward and the employee within three (3) work days after such meeting. If a settlement is reached, the matter shall then be considered closed.

## **Step 3 - Appeal to Company Grievance Committee**

If not satisfactorily settled in Step 2 as outlined above, the Chief Steward may then submit the grievance to the Human Resources Manager no later than five (5) work days after receipt by the Steward of the written decision. If the grievance is not timely appealed, the Step 2 answer shall be final and there will be no further recourse. The Union's full time Business Representative and Chief Stewards shall meet with the Company Grievance Committee in an attempt to resolve the matter within ten (10) work days or as soon as possible thereafter. Up to three (3) employees from within the Bargaining Unit also may attend the meeting on Company time at their regular straight time pay rate if their testimony as witnesses is desired by the Union. Requests for more than three (3) employees to serve as witnesses for the Union will be provided the Company in writing. The Union may submit written testimony for discussion and consideration during the Step 3 meeting.

If a settlement is reached, the matter shall be documented and considered closed. If the grievance is not resolved in the Step 3 meeting, the Company will give a written decision within five (5) work days after such meeting. The Company will forward the written decision to the appropriate Chief Steward and forward a copy to the Union Business Representative via certified mail.

- 3.00 If any grievance arising out of interpretation of an alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Human Resources Manager no later than twenty (20) work days after receipt by the Union representative of the decision given in Step 3 as outlined above, otherwise, such decision shall be final and the employee shall have no further recourse.
- 4.00 The Union's failure to follow the time limits set forth herein precludes any further action on the grievance, including arbitration. Should the Company fail to follow the time

limits established herein, the written grievance will be considered settled on the terms set forth on the grievance form. It is understood, however, that the time limits specified herein may be extended by mutual agreement of the Parties hereto, and shall be recorded on the grievance form.

- 5.00 At any step in the grievance procedure, the Union shall have the final authority to decline to process a grievance, if in the judgment of the Union the grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of the Agreement.
- 6.00 The written grievance can be amended at any step by mutual agreement of the Union and the Company.
- 7.00 Once a grievance has been discussed, it is agreed that the Supervisor will not conduct further discussion of the grievance with the employee unless the Steward is present.
- 8.00 A grievance challenging an employee's discharge for cause shall be presented in writing directly to the Human Resources Manager and taken up as provided in Step 3 of the grievance procedure. No such grievance shall be considered unless submitted within five (5) work days from the date of such discharge.

## **ARTICLE THIRTY-FIVE**

### **ARBITRATION**

- 1.00 Either the Union or the Company may request arbitration of such a grievance, in writing, at any time during a period of twenty (20) work days following the last step of the Grievance Procedure. An untimely grievance may not be pursued to arbitration. The party requesting arbitration must file a request for a panel of arbitrators with the Federal Mediation and Conciliation Service within ten (10) work days of the notification of the other party of the request for arbitration. Upon such timely request, the arbitration shall proceed as follows:
  - 1.01 The Company and the Union shall choose a neutral Arbitrator from a list of seven (7) to be submitted by the Federal Mediation and Conciliation Service, by alternately striking names from the list until only one (1) remains. The Union and the Company will take turns in exercising the first strike elimination from such list.
  - 1.02 The arbitrator thus chosen shall decide the matter and his decision shall be final and binding upon all Parties. The Arbitrator shall have no authority to alter, add to, or ignore the terms negotiated under this Agreement. The Arbitrator shall be limited to finding the facts and to applying them to the terms of this Agreement. He shall not add meanings to this Agreement that were not negotiated. All other matters have been resolved by negotiations between the Parties.

- 1.03 The Parties will jointly submit a signed statement setting forth the issue or issues to be decided by the Arbitrator, the specific contract violations, and the remedy sought. The issue or issues shall be the sole matter to be decided by the Arbitrator. Should the Parties fail to agree upon the issue, each Party may submit a separate statement of issues it considers in the dispute and the Arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.
- 2.00 The Arbitrator shall render his decision within thirty (30) days of the close of the arbitration hearing or the filing of post hearing briefs, whichever is later. The Arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based.
- 2.01 Except as provided in this Agreement, in no event shall the Company be penalized or in any way held liable for monetary damages prior to the start of the pay period preceding the submission of the grievance to the Company.
- 3.00 The Parties agree that either Party may be represented at arbitration hearings as they may choose. The Company will honor reasonable requests from the Union to release employees from work to testify as witnesses.
- 4.00 Each Party shall bear its own cost plus one-half (1/2) of the cost of the neutral Arbitrator. Each of the Parties will assume the compensation and other expenses of witnesses called by it.

## **ARTICLE THIRTY-SIX**

### **GENERAL**

- 1.00 Damaged or Broken Tools. Employees whose jobs require the use of personal hand tools as a condition of employment will be reimbursed upon reaching the maximum allowable of \$200.00 for the calendar year, for all expenses they incurred in replacing or adding to the set of hand tools required to perform their job. Prior to such reimbursement, the employee must furnish the Company with receipts of such expenditures along with a statement that the purchased hand tools are required to perform their job.
- 2.00 Tuition Reimbursement. With prior approval, tuition, books and lab fees for vocational training or college courses will be reimbursed subject to the following conditions. An employee must submit an Educational Assistance Request, obtain Company approval and meet the following requirements to be eligible for reimbursement under this plan:
- a. The employee must have completed his Probationary Period and be a regular employee of the Company. Reimbursement will be made only to individuals who remain regular employees of the Company at the time the reimbursement request is received.

- b. The course(s) of study must develop or enhance skills required to perform the employee's current job or job within his progression path or within his approved cross-training plan.
- c. The course(s) of study must be provided by an accredited institution.
- d. The employee must provide original receipts for his expenses and documentation indicating the course grade.

2.01 The reimbursement amount will be determined by course grade as follows:

Grade Reimbursement

A	100 %
B	100%
C	100 %
D or below	None
Withdrawal	None
Satisfactory*	100%
Pass**	100%

\*Satisfactory/Unsatisfactory Grade System

\*\*Pass/Fail Grade System

- 2.02 Employees shall be reimbursed for all approved education expenses, however, the Company will not duplicate reimbursement or financial aid received from another source.
- 2.03 Travel and other non-covered expenses related to the course(s) of study will not be reimbursed.
- 2.04 Time off from a regularly scheduled work day for study or class-room activities can only be taken with supervisor approval.
- 2.05 Reimbursements paid during the previous twelve (12) months must be repaid to the Company by an employee who voluntarily terminates his employment.
- 3.00 **Bulletin Boards.** The Company will provide bulletin boards at designated locations for the exclusive use of the Union.
- 4.00 **Apprenticeship Programs.** The Company will not unilaterally establish an Apprenticeship Program, as defined by federal standards, without negotiating its terms and conditions with the Union.
- 5.00 **Government Approved Time Off.** Whenever the Government approves Contractor absences for special events, the Company will approve paid time off for all employees to the extent approved by the Government. When such time off is denied by the

Government, the Company will forward a copy of the original written communication, if provided, to the Union Directing Business Representative.

- 6.00 **Application of Premiums.** The only pay premiums that may be added to any other premium are lead pay as described in paragraph “b” below, and shift differential pay and hazardous duty pay.
- a. All premiums that are stated in percentages are stated as a percentage of an employee’s regular straight time hourly rate, with the exception of lead pay as described in paragraph “b” below.
  - b. Lead pay is considered to be a part of an employee’s base pay when computing any premium that is expressed as a percentage of an employee’s regular straight time hourly rate. Lead pay will be paid for holiday leave if the employee was in a “lead” capacity on the last workday preceding the holiday. Lead pay will also be paid for jury duty if the employee was in a “lead” capacity on the last workday preceding jury duty. Lead pay is not applicable for any paid time off.
- 7.00 **Disciplinary Action Records.** An employee’s disciplinary action record for a type of infraction that has not reoccurred within a twelve (12) month period will not be considered for purposes of determining future disciplinary action, and will be removed from the employee’s personnel file, upon employee request.
- 8.00 **Travel Time.** Work units will report to work at the facility where their first line manager/supervisor is assigned (their duty time starts at that location and ends at that location). Exceptions to this policy must be submitted in writing and approved by the Operations Manager or his designee. Changes to this reporting location must be made in writing no less than two (2) work days in advance of the change. Any subsequent travel to the site to which they are assigned for that day will be in Company-provided vehicles or if no vehicle is available for assignment, the employee will be paid mileage at the current FTR rate for the use of his private vehicle. Employees who are on TDY will begin their paid duty time upon departing their lodging for the assigned work area(s) and end their paid duty time when they arrive back at their lodging from their assigned work area(s).

## **ARTICLE THIRTY-SEVEN**

### **HEALTH INSURANCE AND OTHER BENEFITS**

- 1.00 Health insurance and other benefits will be available to eligible employees as provided in Appendix A of this Agreement.

## **ARTICLE THIRTY-EIGHT**

### **SAVINGS CLAUSE**

- 1.00 In the event that any Federal or State legislation, Governmental regulations or Court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.
- 2.00 Within thirty (30) days or as otherwise agreed, the Company and Union shall meet to negotiate new contract language to replace the particular clause(s) invalidated by Federal or State legislation.

## **ARTICLE THIRTY-NINE**

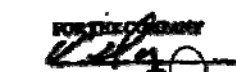
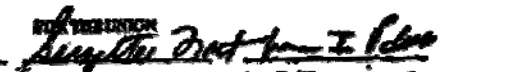



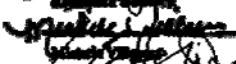


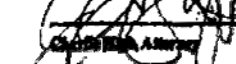


### **FULL AGREEMENT**

- 1.00 The Parties expressly declare that they have bargained on all phases of hours of work, rates of pay and other working conditions and that the specific terms of this Agreement represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours of work, rates of pay and other working conditions not covered by a particular provision of this Agreement is expressly eliminated as a subject for grievance.
- 2.00 Changes in the Agreement, whether by addition, waiver, deletion, amendment or modification shall not be binding upon the Parties unless reduced to writing and executed by both the Union and the Company. Should any such change be made it may be subject to the third step of the Grievance Procedure.
- 3.00 The waiver of any breach or condition of this Agreement by either party, employee or group of employees shall not constitute a precedent in the future enforcement of all its terms and conditions unless agreed to as provided in 2.00 above.

## ARTICLE FORTY

### DURATION OF AGREEMENT

- 1.00 This Agreement shall be effective on 01 April 2011 and shall remain in full force and effect to and including 31 March 2014, provided, however, that either Party may reopen the Agreement with respect to wages and benefits, including but not limited to Article Thirty-Six (weather days), Article Thirty Six (tools), and Article Twenty-Eight (sick/personal leave), on the date the Government awards a new contract for WSMR or July 1, 2012, whichever occurs sooner, by providing written notice to the other at least sixty (60) days prior to July 1, 2012 or the date a new contract for WSMR is awarded, if known, or, if not known, within thirty (30) days of the date a new contract for WSMR is awarded. Either Party may thereafter reopen the Agreement on July 1, 2013 or on the anniversary date following award of the new WSMR contract, whichever is sooner. The subjects for bargaining pursuant to these reopeners shall be limited to wage rates and benefits. Article Five (No Strike-No Lockouts) shall be suspended in the event the right to reopen is exercised.
- 2.00 Not more than seventy-five (75) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement, or prior to the expiration of any subsequent yearly period, either Party may give to the other party written notice of desire for modification or amendments. The Parties agree to meet within fifteen (15) days after such notice to make arrangements for the commencement of negotiations meetings. Unless otherwise agreed to, such meetings will begin prior to forty-five (45) days before the expiration date established as provided above. In the event of a failure of the Parties to reach agreement upon such modifications or amendments by the anniversary date of this Agreement, either Party at any time thereafter may terminate this Agreement by giving written notice to the other specifying the date of termination five (5) days in advance of such date.

<b>FOR THE COMPANY</b>	<b>FOR THE UNION</b>	
		
<b>Veronica D'Amico</b>	<b>Samuel Brown</b>	<b>Mark P. Kelly</b>
		
<b>Robert J. Kelly</b>	<b>Greg Wilkins</b>	<b>Robert P. Kelly</b>
		
<b>Michael J. Kelly</b>	<b>Gregory Brown</b>	<b>Paul J. Kelly</b>
		
<b>Charles J. Kelly</b>	<b>Mike Kelly</b>	<b>Paul J. Kelly</b>

SIGNED AND DATED 31 March 2011  
As defined in Article Two of this Agreement.

## APPENDIX A

### HEALTH INSURANCE, OTHER INSURANCE BENEFITS, 401(k) PLAN

#### HEALTH INSURANCE

During the first year of the CBA NewTec will offer the following health insurance options:

##### **New Mexico**

##### **BC/BS of NM HMO Blue Alt 1**

<u>Coverage</u>	<u>Participant Cost Per Pay Period</u>
Employee Only	\$51.08
Employee Plus One	\$98.08
Family	\$149.68

##### **BC/BS of NM HMO Blue Alt 2**

<u>Coverage</u>	<u>Participant Cost Per Pay Period</u>
Employee Only	\$23.81
Employee Plus One	\$45.71
Family	\$69.76

##### **EPO**

<u>Coverage</u>	<u>Participant Cost Per Pay Period</u>
Employee Only	\$6.15
Employee Plus One	\$12.09
Family	\$18.04

##### **Texas Residents**

##### **United Healthcare (UHC)**

<u>Coverage</u>	<u>Participant Cost Per Pay Period</u>
Employee Only	\$48.52
Employee Plus Child	\$92.18
Employee Plus Spouse	\$101.88
Employee Plus Family	\$145.55

NewTec's subsidy in the second and third years of the BC/BS of NM HMO Blue Alt 1 and the UHC health insurance plans will be 80%. NewTec will pay for at least 80% of the cost increases in the BC/BS of NM Blue Alt 2 and the EPO plans. The Company reserves the right to modify and/or terminate any of the above-referenced benefit plans. However, should such action be anticipated, the Company will notify the Union and meet with the Union as soon as possible after such notification to negotiate the impact on the bargaining unit employees. Company management will actively involve the IAM Business Representative and any of his or her designees in the process of any health insurance plan modifications.

NewTec's "Joint Employers" will offer their employees covered by this Agreement the same health care plan alternatives as listed above or highly comparable alternatives, with employee costs being as shown above.

## **HEALTH INSURANCE WAIVER**

An annual health insurance waiver allowance of one thousand (\$1,000) will be available to each employee electing not to participate in the Company Health Insurance Plan. An employee will be reimbursed up to the annual allowance for medical expenses, including premiums for other health insurance, costs of prescription medicines not covered by other plans, and costs associated with treatments received from doctors, hospitals, and dentists by the employee and/or his or her spouse and dependents which are not otherwise reimbursed to the employee. Reimbursement will be made upon reaching the maximum allowance or at the end of the insurance plan year. Allowances are not accrued or vested.

## **DENTAL INSURANCE**

During the first year of the CBA NewTec will offer the following dental insurance option:

<b><u>United Concordia Advantage Plus</u></b>	<b>Participant Cost</b>
<b><u>Coverage</u></b>	<b><u>Per Pay Period (20%)</u></b>
Employee Only	\$2.85
Employee Plus One	\$6.00
Family	\$9.54

NewTec will pay 80% of any premium cost decreases or increases applicable in the third year of the CBA. The Company reserves the right to modify and/or terminate any of the above-referenced benefit plans. However, should such action be anticipated, the Company will notify the Union and meet with the Union as soon as possible after such notification to negotiate the impact on the bargaining unit employees. Company management will actively involve the IAM Business Representative and any of his or her designees in the process of any plan modifications.

NewTec's "Joint Employers" will offer their employees covered by this Agreement the same plan alternatives as listed above or highly comparable alternatives, with employee costs being as shown above.

## **VISION INSURANCE**

During the first year of the CBA NewTec will offer the following vision insurance option:

<b><u>VSP</u></b>	<b>Participant Cost</b>
<b><u>Coverage</u></b>	<b><u>Per Pay Period</u></b>
Employee Only	\$0.63
Family	\$1.35

NewTec's "Joint Employers" will offer their employees covered by this Agreement the same plan alternatives as listed above or highly comparable alternatives, with employee costs being as shown above.

## **OTHER INSURANCE**

For the duration of the CBA, NewTec will offer employees, at no cost to the employee, short-term disability insurance (seven (7) day waiting period, 12 week duration), long-term disability insurance (beginning at week 13), life insurance, and accidental death & dismemberment insurance. NewTec will also make available, at employees' option and costs, participation in a Group Universal Life plan and in a Long-Term Care plan. Summary Plan Descriptions for all of these plans are on file with NewTec's Human Resources office and have been provided to the Union.

The Custom Choices Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal work hours each year. The Company will establish a payroll deduction system for the initial premium payment to EBS. Thereafter the employee will be responsible for making payment arrangements with EBS. However, for benefit payments to EBS for benefits offered only by Boston Mutual, the Company will continue payroll deductions as long as the premiums are due on the same payroll cycle (26 weeks) used by the Company. The Company reserves the right to coordinate the schedule with EBS and the Union to prevent work schedule conflicts.

NewTec's "Joint Employers" will offer their employees covered by this Agreement the same plan alternatives as listed above, or highly comparable alternatives, with employee costs being as shown above.

## **401(k) PLAN**

NewTec will sponsor a 401(k) Retirement Savings Plan. All bargaining unit employees of NewTec will be allowed to participate in this plan, subject to the eligibility requirements of the plan. There will be no company match on wages deferred into the plan. NewTec's Joint Employers may or may not offer a similar plan.

## **APPENDIX B**

### **IAM PENSION PLAN**

- A. Effective April 1, 2011, the Company will contribute to the IAM National Pension Fund (National Pension Plan) TWO DOLLARS AND FORTY SIX CENTS (\$2.46) for each hour or portion thereof, to a maximum of forty (40) hours per work week, for which employees are entitled to receive pay under this Agreement, beginning the first full pay period following the effective date of this agreement.
- B. Contributions for all new employees will be payable beginning with the first full pay period following the completion of the probationary period.
- C. 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.
- D. 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.
- E. 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.

## APPENDIX C

### PERFORMANCE AWARD PROGRAM

The purpose of this Program is to provide bargaining unit employees monetary recognition for outstanding performance. The Company will make an award amount, determined as described below, to every bargaining unit employee, subject to the following provisions.

#### Award Amounts

- 1) The Company will pay performance awards based on the following award fee scores.

**Effective the award fee period ending May 31, 2011 and continuing for the duration of this Collective Bargaining Agreement:**

<u>Score</u>	<u>Semi-annual Award Amount Per Employee</u>
80.00%-84.99%	\$200
85.00%-89.99%	\$400
90.00% and above	\$600

- 2) Performance awards will be made within three weeks of the Company being notified of its score. A copy of the notification of the performance score from the Government will be forwarded to the Directing Business Representative.

#### ELIGIBILITY PROVISIONS

- 1) An employee must be employed during the entire award fee period.
- 2) An employee who has been suspended for disciplinary reasons (except for traffic violations) during the award fee period will be ineligible for the award for the period in which the discipline occurred.

## INTRODUCTION TO APPENDIX D

### RATES OF PAY

#### 1.00 Pay Rate Schedule

1.01 Effective the first full pay period after ratification of this CBA, all bargaining unit employees' pay rates will stay the same.

2.0 **Pay Rate Calculation Rules.** The following rules will apply to the calculation of pay rates throughout the term of the Agreement:

- a. **Same Job Classification.** Employees will continue to be paid their current hourly rate of pay, plus annual escalation, so long as they are assigned to the job classification held upon the effective date of the Agreement.
- b. **Promotion.** Employees who are promoted will be paid a rate of pay equal to the pay rate of the highest paid employee in that classification.
- c. **Reduction-in-Force.** Employees who displace anyone in a job classification in a lower labor grade will be paid a rate of pay equal to the pay rate of the highest paid employee in that job classification.
- d. **Recall.** Employees who are recalled to work will be paid a rate of pay equal to the pay rate of the highest paid employee in the job classification to which they are recalled.
- e. **Reclassification.** Employees who are reclassified will be paid a rate of pay equal to the pay rate of the highest paid employee in the job classification to which they are reclassified.

**APPENDIX D**

**EMPLOYEE PAY RATE SCHEDULE**

<b>Pay Rate Schedule Technical</b>					
	Rate Increases		0.00%		
	Current	Labor	Beginning	Beginning	Beginning
Job Title	Pay Rate	Grade	April 08, 2011	April 06, 2012	April 5, 2013
Specialist, Nuc Wpn Efcts	34.11	28	34.11		
Nuc Wpn Efcts Tech A	31.74	28	31.74		
Specialist, Patriot Test Control	30.20	27	30.20		
Specialist, PFRMS Test Control	30.20	27	30.20		
Specialist, Computer	30.20	27	30.20		
Specialist, Telecommunications	31.02	27	31.02		
Specialist, FM Elec Tech	31.02	27	31.02		
Specialist, Contr/Sched	30.58	27	30.58		
Specialist, Electronic	31.02	27	31.02		
Specialist, Optical	30.58	27	30.58		
Specialist, Information Systems	30.58	27	30.58		
Specialist, Radar	30.20	27	30.20		
Specialist, Test Control	30.20	27	30.20		
Nuclear Wpn Efcts Tech B	29.37	26	29.37		
Assn't/Controller Tech A	29.37	25	29.37		
Controller Scheduler A	29.37	25	29.37		
Data Assn't Tech A	29.37	25	29.37		
Elect. Instr. Tech A	28.19	25	28.19		
Electronic Controller A	29.37	25	29.37		
Electronic Optical Tech A	29.37	25	29.37		
Electronic Planner A	29.37	25	29.37		
Missile Instr Elec Tech A	29.37	25	29.37		
Telecommunications Tech A	29.37	25	29.37		
Electronic Tech A	29.37	25	29.37		
FM Electronic Tech A	29.37	25	29.37		
Information Systems Tech A	29.37	25	29.37		
Engineering Tech A	29.69	25	29.69		
Optical Fabrication Tech A	29.37	25	29.37		
Instrument Tech A	29.37	25	29.37		

<b>Pay Rate Schedule Technical (Continued)</b>					
	Rate Increases		0.00%		
	Current	Labor	Beginning	Beginning	Beginning
Job Title	Pay Rate	Grade	April 08, 2011	April 06, 2012	April 5, 2013
Mechanical-Optical Tech A	29.37	25	29.37		
RTASSC Electronic Tech A	29.37	25	29.37		
Patriot Test Control Tech A	28.19	25	28.19		
PFRMS Test Control Tech A	28.19	25	28.19		
Warheads Test Control Tech A	28.19	25	28.19		
Test Control Tech A	28.19	25	28.19		
Photo/Optical Tech A	29.37	24	29.37		
Photographer A	29.37	24	29.37		
Media Data Tech A	29.37	24	29.37		
Chemical Tech A	29.37	24	29.37		
Nuclear Wpn Efcts Tech C	26.88	23	26.88		
Electronic Tech B	26.88	22	26.88		
Electronic-Optical Tech B	26.88	22	26.88		
FM Electronic Tech B	26.88	22	26.88		
Missile Instr Electronic Tech B	26.88	22	26.88		
Telecommunications Tech B	26.88	22	26.88		
Information Systems Tech B	26.88	22	26.88		
Electronic Test Tech B	26.88	22	26.88		
UPS Electronic Tech B	26.88	22	26.88		
Optical Fab Tech B	26.88	22	26.88		
RTASSC Electronic Tech B	26.88	22	26.88		
Patriot Test Control Tech B	26.88	22	26.88		
PFRMS Test Control Tech B	26.88	22	26.88		
Warheads Test Control Tech B	26.88	22	26.88		
Test Control Tech B	26.88	22	26.88		
Engineering Tech B	26.88	22	26.88		
Photo/Optical Tech B	26.88	21	26.88		
Chemical Tech B	26.83	21	26.83		
Photographer B	26.88	21	26.88		
Film Room Maint. Tech B	26.88	21	26.88		
Media Data Tech B	26.88	21	26.88		
Dosimetry Tech B	25.16	19	25.16		

**Pay Rate Schedule  
Technical (Continued)**

Job Title	Rate Increases		0.00%		
	Current Pay Rate	Labor Grade	Beginning April 08, 2011	Beginning April 06, 2012	Beginning April 5, 2013
Patriot Test Control Tech C	25.33	16	25.33		
PFRMS Test Control Tech C	25.33	16	25.33		
Missile Instr Electronic Tech C	25.33	16	25.33		
Telecommunications Tech C	24.00	16	24.00		
Electronic Tech C	24.00	16	24.00		
FM Electronic Tech C	24.00	16	24.00		
Information Systems Tech C	24.00	16	24.00		
Electronic Test Tech C	24.00	16	24.00		
Engineering Tech C	24.00	16	24.00		
Instrument Tech C	24.00	16	24.00		
Optical Systems Tech C	24.00	16	24.00		
RTASSC Electronic Tech C	24.00	16	24.00		
Test Control Tech C	25.33	16	25.33		
Warheads Test Control Tech C	25.33	16	25.33		
Optical Fab Tech C	24.00	16	24.00		
Chemical Tech C	24.00	10	24.00		
Media Data Tech C	24.00	10	24.00		
Photographer C	24.00	10	24.00		
GPS Operator	23.19	8	23.19		

**Pay Rate Schedule  
Trades**

Job Title	Rate Increases		0.00%		
	Current Pay Rate	Labor Grade	Beginning April 08, 2011	Beginning April 06, 2012	Beginning April 5, 2013
Specialist, Facility	29.37	26	29.37		
Specialist, Electrician	29.69	26	29.69		
Specialist, Fabrication Machinist	29.69	26	29.69		
Specialist, Machinist	29.69	26	29.69		
Specialist, Target Fab	29.69	26	29.69		
Specialist, Mechanical	29.69	26	29.69		
Specialist, Welder	29.37	26	29.37		
Machinist, Sr.	29.37	25	29.37		
Specialist, Painter	29.37	24	29.37		
Specialist, Sheetmetal Layout	29.37	24	29.37		
Welder A	27.86	23	27.86		
Refrigeration Tech A	28.19	23	28.19		
Fabrication Machinist A	28.19	23	28.19		
TTF AC Mechanic A	28.19	23	28.19		
Electrician	27.86	22	27.86		
Machinist	27.70	22	27.70		
Mechanic, Auto/Gen A	27.86	22	27.86		
Foreign Assets Log Tech A	28.19	22	28.19		
Mechanical Tech A	28.19	22	28.19		
Carpenter A	27.86	20	27.86		
General Maint. Worker A	27.86	20	27.86		
Painter A	27.86	20	27.86		
Sheetmetal Layout Worker A	26.20	20	26.20		
Refrigeration Tech B	25.77	19	25.77		
TTF AC Mechanic B	25.77	19	25.77		
Fabrication Machinist B	25.77	19	25.77		
Mechanic GSE B	25.77	19	25.77		
Welder B	25.12	19	25.12		
Mechanic, Auto/Gen B	25.12	17	25.12		
Mechanical Tech B	25.77	17	25.77		
Fabrication Machinist C	24.00	16	24.00		
Carpenter B	25.12	15	25.12		

**Pay Rate Schedule  
Trades (Continued)**

	Rate Increases		0.00%		
Job Title	Current Pay Rate	Labor Grade	Beginning April 08, 2011	Beginning April 06, 2012	Beginning April 5, 2013
General Maint. Worker B	25.12	15	25.12		
Sheetmetal Layout Worker B	25.12	15	25.12		
Painter B	25.12	15	25.12		
Carpenter C	21.00	9	21.00		
Painter C	21.00	9	21.00		
Mechanic Auto/Gen C	21.00	9	21.00		
General Maintenance Worker C	21.00	9	21.00		
Mechanical Tech C	21.00	9	21.00		
Sheetmetal Layout Worker C	21.00	9	21.00		
TTF AC Mechanic C	21.00	9	21.00		

**Pay Rate Schedule  
Support**

	Rate Increases		0.00%		
Job Title	Current Pay Rate	Labor Grade	Beginning April 8, 2011	Beginning April 06, 2012	Beginning April 5, 2013
RTASSC Tech A	28.19	22	28.19		
Expl Hndlr/Truck Driver	28.19	22	28.19		
AV Media Archivist A	29.37	17	29.37		
Draftsman A	29.37	17	29.37		
Lithographic Printer A	29.37	17	29.37		
RTASSC Tech B	25.77	17	25.77		
AV Media Archivist B	24.00	11	24.00		
Lithographic Printer B	24.00	11	24.00		
Draftsman B	24.00	11	24.00		
RTASSC Tech C	21.00	9	21.00		
Media Data Clerk A	23.19	8	23.19		
Computer Operator A	20.63	7	20.63		
AV Media Archivist C	22.29	6	22.29		
Draftsman C	22.29	6	22.29		
Lithographic Printer C	22.29	6	22.29		
Operations Coordinator A	19.49	6	19.49		
Media Data Clerk B	21.60	6	21.60		
Supply Tech A	21.00	5	21.00		
Computer Operator B	17.28	4	17.28		
Media Data Clerk C	20.03	4	20.03		
Motor Veh. Dispatcher A	23.62	4	23.62		
Supply Tech B	17.18	4	17.18		
Operations Coordinator B	17.18	4	17.18		
Motor Veh. Dispatcher B	22.90	3	22.90		
Operations Coordinator C	15.76	3	15.76		
Computer Operator C	15.86	3	15.86		
Laborer	12.88	2	12.88		

## APPENDIX E

1. **PURPOSE:** For the purposes of maintaining consistency and accuracy on the Overtime & Irregular Hours Summary, the following guidelines will be used to administer and assign overtime.
2. **REFERENCES:** Collective Bargaining Agreement, Article 19 (Overtime)
3. **DEFINITIONS AND TERMINOLOGY:**
  - a. **Disparity Group:** The disparity group will consist of one or more bargaining unit employees. The disparity group will be determined by mutual agreement between the shop steward and the immediate supervisor. Their determination will be submitted to the Human Resources Manager and all of the Union Chief Stewards for final approval. The approval will not be considered valid until signed documentation of such is provided to all Chief Stewards and the Directing Business Representative.
  - b. **Premium Hours:** Overtime, holiday premium, lack of turn around, and irregular hours will be tracked and converted to straight time pay hours as shown below.

### Overtime & Irregular Hours Summary List

Premium Hours that  
Must be reported

1. Overtime Hours (50%, 100%)
2. Holiday Hours Worked
3. Lack of Turn Around Hours
4. Irregular Hours

Premium Hours that  
Must be excluded

1. Hazard Pay Differential
2. Night Shift Differential
3. Evening Shift Differential

Conversion to Straight Time:

1 Hour 50% overtime =	1.5 Premium Hours
1 Hour 100% overtime =	2.0 Premium Hours
1 Hour 100% turn around =	1.0 Premium Hours
1 Hour 50% turn around =	0.5 Premium Hours
1 Hour Irregular =	0.5 Premium Hours

4. **PROCEDURE:** The distribution of premium hours within a disparity group shall be made on an equitable basis.
  - a. **General Instructions:**
    - i. The immediate supervisor will assign premium hours to the employee within a disparity group who has the least cumulative premium hours and is qualified to perform the work.
    - ii. This procedure shall not be construed as requiring the Company to call in employees for premium hours worked when qualified employees are on the Company premises nor as prohibiting the assignment of work to

employees outside the disparity group requiring the premium hours when a sufficient number of qualified personnel from the disparity group are not available.

iii. Premium hours worked will not be assigned in excess of what is actually needed or to non-qualified personnel in order to avoid a disparity.

- b. Refusal of Premium Hours: Should the selected employee refuse the premium hours work, the employee will be charged on the Overtime & Irregular Hours Summary as if those hours were actually worked. Form **BMF-0003, Overtime and Irregular Hours Refusal Worksheet**, shall be used to record the refusal. This form shall be made available by the immediate supervisor at the time premium hours are refused. All waivers will be rescinded upon ratification of this CBA and employees averaged back into the appropriate disparity group.
- c. Short-Term Disability and Workers' Compensation: An employee on Short-Term Disability or Workers' Compensation will not be credited the hours worked by the disparity group. The employee will be averaged back into the disparity group upon their return.
- d. Approved Leave: Employees who are absent for any approved leave (vacation, sick/personal leave or leave without pay) will be credited the hours worked by the disparity group during such absence provided they would have been required to work.
- e. TDY/Cross-utilization: Premium hours accumulated while on TDY/cross-utilization status will be entered as equivalent hours.