

is reached before the Supply Manager renders his or her Step 1 decision, the settlement will be reduced to written form and signed by the Supply Manager, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Supply Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(1), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

(2) Fuels Department-Written Grievance to Fuels Department Manager. If a grievance is not resolved informally by the employee and the Fuels Manager under Section 6.2(a) above, the union steward, on behalf of the employee and not later than six (6) work days following the date of the occurrence of the condition or event upon which the grievance is based, must submit a written grievance to the Fuels Manager. If the employee or union steward fails to present the written grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon. Both parties will make every effort to resolve the issue. At any meetings or conferences held between the employee and the Fuels Manager, the employee shall be represented and accompanied by a union steward. Once a grievance is presented, no new violations or issues can be raised in that grievance. The Fuels Manager shall give his or her written answer to the grievance within six (6) work days after receipt of the written grievance. If a settlement of the grievance is reached before the Fuels Manager renders his or her Step 1 decision, the settlement will be reduced to written form and signed by the Fuels Manager, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Fuels Manager fails to provide his or her written response within the time limit specified in this Section 6.2(b)(2), the response to the grievance shall be deemed a denial on the date the limitation period expired, and the employee may advance the grievance to the Final Step of the grievance process.

(c) Final Step -- Written Appeal to the Project Manager. If the grievance of a Supply Department employee is not settled at Step 1 or the grievance of a Fuels Department employee is not settled at Step 1, the union steward on behalf of the employee, not later than ten (10) work days after the union steward's receipt of the decision rendered in accordance with Sections 6.2(b)(1) or 6.2(b)(2) above, may file a written appeal of that decision to the Project Manager. Department(s) without a manager, or an acting manager, it is understood the Step 1 is waived. The written appeal shall include a copy of the written grievance submitted at the preceding step and a copy of the decision from the preceding step, together with all documents and other evidence in support of the grievance. Not later than ten (10) work days after receipt of the written appeal, the Project Manager, or his or her designee, shall meet with the employee, the union steward, and the Union's Business Representative, as well as with the employee's managers to confer and discuss the grievance. The Project Manager, or his or her designee, shall give his or her written answer to the grievance within ten (10) work days after such meeting, which answer shall be final and binding on the employee, the Union, and the Company, unless it is a matter that is subject to review by arbitration and it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article 7 of this Agreement. If a settlement of the grievance is reached before the Project Manager renders his or her Final Step decision, the settlement will be reduced to written form and signed by the Project Manager, the Union Business Representative, the union steward, and the employee; and the matter and grievance shall then be considered closed. If the Project Manager fails to provide his or her written answer within the time limit specified in this Section 6.2(c), the response to the grievance shall be deemed to be the Project Manager's written answer of denial on the date the limitation period expired for purposes of taking an appeal to arbitration under Article 7 of this Agreement.

Section 6.3 – Written Presentation. All grievances presented at Step 1, and Final Step of the procedure set forth in Section 6.2 of this Agreement shall contain the following information:

- (a) Name(s) of the employee(s) involved.
- (b) Date of the alleged grievance.
- (c) Date of the first discussion of the grievance with the immediate manager, if any.
- (d) Date of the immediate manager's answer or response to the grievance, if any.
- (e) Nature of the grievance and the alleged facts giving rise to the grievance.
- (f) Date of the presentation and delivery of the written grievance.
- (g) The provision(s) or section(s) of the Agreement alleged to have been violated.
- (h) Proposed remedy.

All grievances at Step 1, and appeals at Final Step of the procedure set forth in Section 6.2 of this Agreement and any written consents for extension of time periods shall be signed and dated by the grievant(s) or the union steward of the grievant(s), and, as applicable, the Union Business representative. All written answers and any written consents for extension of time periods submitted by the Company shall be signed and dated by the appropriate Company representative.

Section 6.4 – Time Limitations and Written Waivers of Procedure.

(a) The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. During any procedural step or within the time limit for proceeding to the next step or to arbitration after a decision by the Company, the Union may accept the Company's decision; reject the Company's decision and timely proceed to the next step or arbitration, as applicable; or withdraw the grievance. If such time limits are not met or if the grievant and/or the Union do not take the required action within the specified time limits (except in those instances where the Union and the Company both consent and agree in writing to extend such time limits), the grievance shall be deemed forever settled and waived.

(b) The time limits specified in this Section 6.2 may be extended by mutual written agreement of the parties. The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to the Final Step of the grievance procedure.

(c) The Company and the Union may mutually agree in writing to combine the grievance of an employee and other similarly affected employees in order to eliminate the need for multiple filings of grievances.

(d) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement; has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union; or upon an employee's refusing representation in the grievance and arbitration process by a union steward and/or the Union Business Representative.

## **ARTICLE 7 ARBITRATION**

Section 7.1 – Appeal Procedure. Any grievance that involves the interpretation or application of the terms of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 6 of this Agreement, and that has not been resolved or settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with a written notice of appeal within thirty (30) work days after receipt of the written answer of the Company at the Final Step of the grievance procedure set forth in Article 6 of this Agreement. The failure to appeal a grievance to arbitration in accordance with this Section 7.1 shall constitute a waiver of the Union's right to appeal to arbitration, and the answer of the Company at the Final Step of the grievance procedure shall be final and binding on the grievant, the Company, and the Union.

Section 7.2 – Selection of Arbitrator. The appeal to arbitration shall be heard and decided by an arbitrator selected from a list of qualified and impartial arbitrators furnished by the Federal Mediation and Conciliation Service. Not later than ten (10) work days after the Union serves the Company with a written notice of appeal a grievance to arbitration, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish to the Company and the Union with a list of seven (7) qualified and impartial arbitrators. Upon receipt of that list, the Company and the Union shall promptly notify one another if there is objection by either party to the initial panel of arbitrators named in the list provided by the Federal Mediation and Conciliation Service. If such an objection is made, the Company and the Union shall promptly request a new list of arbitrators from the Federal Mediation and Conciliation Service. Within twenty (20) work days after receipt by the Company and the Union of either the original list if no objection to it was made, or the second list if objection was made, the Company and the Union shall alternately strike names from the list (the right to strike the first name having been determined by lot), until one (1) name is agreeable to both parties or until only one (1) name remains. The arbitrator whose name remains shall hear the appeal.

Section 7.3 – Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator, and his or her opinion and award, shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement specifically at issue between the Union and the Company. In considering the appeal, the arbitrator shall be governed by the following provisions and limitations:

- (a) The arbitrator shall hear all evidence and arguments on the specific issues in dispute, and the written decision of the arbitrator shall be final and binding upon the grievant, the Union, the bargaining unit, and the Company.
- (b) The arbitrator shall issue his or her decision not later than thirty (30) days from the date of the closing of the hearing or the date of submission of post-hearing briefs, whichever is later. The parties can consent in writing to extending the time for the arbitrator's submission of a decision.
- (c) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issue or issues submitted. The parties will jointly submit a mutually agreed, signed statement setting forth the issue or issues to be decided by the arbitrator, the specific contract provisions alleged to have been violated, and the remedy or relief sought. The stipulated issue or issues shall be the sole matters 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 dispute and the arbitrator shall determine, preferably before the hearing, the issue or issues to be arbitrated.

(d) The arbitrator shall have no authority to determine any issue or issues other than the precise issue or issues submitted, and the arbitrator shall refrain from issuing any statement, opinion, or conclusion not essential to the determination of the precise issue or issues submitted.

(e) The arbitrator shall limit its decision strictly to the application or interpretation, or both, of the specific and express provisions of this Agreement as related to the specific issue or issues submitted.

(f) The arbitrator shall be without power and have no authority:

(1) To make any decisions contrary to or inconsistent with the terms of this Agreement;

(2) To make any decisions which add to, detract from, alter, amend, modify, supplement, or ignore in any way the terms and provisions of this Agreement;

(3) To make any decisions which are contrary to or inconsistent with, or which ignore in any way the terms and provisions of this Agreement, applicable law, or any applicable rules or regulations that have the force and effect of law;

(4) To make any decision limiting or interfering in any way with the power, duties, and responsibilities of the Company under federal and state laws or other applicable laws, rules, and regulations except as such powers, duties, rights, and responsibilities have been lawfully delegated, abridged, or modified by the provisions of this Agreement; and

(g) The arbitrator's award may include backpay to the grievant(s); however, the following limitations shall apply to any monetary awards:

(1) No award for backpay shall exceed the amount of pay the employee would otherwise have earned at the employee's straight-time rate of pay, and if applicable and proven, any overtime pay entitlement, and such backpay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration; but in no event shall the Company be in any way liable for or obligated to provide any backpay, monetary award, relief, or grievance settlement for any time earlier than eleven (11) work days before the date of initial filing of the Step 1 grievance, and also provided that any such backpay, monetary award, relief, or grievance settlement related to any loss falling within this eleven (11) work-day period shall be limited to the actual loss incurred by the grievant during this eleven (11) work-day period.

(2) If back pay is awarded, there shall be deducted from that backpay amount any other compensation, including wages, commissions, workers compensation benefits, and unemployment compensation benefits, that the grievant may have received or which may be due the grievant for the designated award period.

(3) The award shall not exceed the actual loss to the grievant and shall not include punitive damages.

(h) Arbitrability. If the Company asserts that a grievance or appeal is not arbitrable, including but not limited to the contention that there has been a failure to comply with the procedural requirements of Articles 6 and 7 of this Agreement, the arbitrator:

- (1) Shall first take and hear all evidence, testimony, oral argument, and presentation of legal authorities by the parties, without submission of post-hearing briefs, limited solely to the issue of arbitrability;
- (2) Shall initially decide the issue of arbitrability at and during the hearing upon the evidence, testimony, oral argument, and presentation of legal authorities initially made by the parties, and shall not proceed to take and hear any evidence, testimony, oral argument, and presentation of legal authorities by the parties on the substantive merits of the grievance until after the arbitrator has decided and determined the issue of arbitrability at the hearing;
- (3) Shall not have any authority or jurisdiction to receive evidence or decide the substantive merits of the grievance until after the arbitrator determines at the hearing whether the grievance is arbitrable; and
- (4) Shall either deny the grievance if it is determined not to be arbitrable, or reconvene the hearing to hear and receive evidence and to decide the substantive merits of the grievance, if it is determined to be arbitrable.

Section 7.4 – Reporting of the Arbitration Proceedings. Either party or both will be allowed to have the arbitration recorded and reported by a certified court reporter. If both parties agree to retaining the services of a court reporter for recording and reporting of the arbitration proceedings and/or if both parties obtain a copy of the arbitration hearing transcript (no matter who initially retained the services), payment of the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator shall be shared equally between the Union and the Company. If only one party obtains retains the services of a court reporter for recording and reporting of the arbitration proceedings and only that party obtains a copy of the arbitration transcript, that party shall pay the fees and costs of the court reporter and the costs of the arbitration hearing transcript for the arbitrator. In any event, each party shall bear and pay its own costs for its copy of the arbitration hearing transcript.

Section 7.5 – Location of Arbitration Hearing. The parties will conduct arbitration cases at a location within twenty-five miles of the site where the grievance originated, unless the parties agree otherwise in writing.

Section 7.6 – Fees and Expenses of Arbitration. The fees and expenses of the arbitrator selected from the list furnished by the Federal Mediation and Conciliation Service shall be borne equally by the parties. Other than the fees and expenses of the arbitrator as specified in this Section 7.6 and of the court reporter as specified in Section 7.4 above, each party shall bear its own arbitration expenses, including costs and fees of its representatives, attorneys, witnesses, and its copy of the transcript.

**ARTICLE 8  
LAYOFFS, ASSIGNMENTS, AND TRANSFERS**

Section 8.1 – Definitions.

(a) Seniority. Seniority shall mean an employee's length of continuous, unbroken service within or without the bargaining unit (unless otherwise specified to the contrary in this Article 8), measured in calendar days from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force. When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his or her social security number shall be considered to be the most senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in this Section 8.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) Seniority Pool. All employees holding the same job classification delineated in Appendix 1 to this Agreement shall constitute a seniority pool.

(c) Seniority Lists. Semi-annually, the Company will supply the Union with a seniority list of employees covered by this Agreement. Employees may contest the accuracy of their seniority status, through a Shop Steward in writing to the Project Manager; and if an error is established, the correction will be made and the Shop Steward will be notified of such in writing. After thirty (30) days from when supplied by the Company and posted on the Union bulletin board, the seniority status of all employees shown on the posted list, as may be corrected, will be incontestable. The Union will be notified of additions or deletions to the seniority list between postings.

Section 8.2 – Layoff.

(a) Determination of Layoffs. The Company will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be affected. The Company shall provide a list to the Union at the time of layoff. However, Shop Stewards shall also be senior members of the bargaining unit as defined in Article 2A Section 2A.1. The Union shall furnish the names of all stewards to the Company and shall notify the Company of any changes to the stewards.

(b) Temporary Layoffs. If the Company determines that one (1) or more employees in a seniority pool shall be laid off for five (5) or fewer consecutive regular workdays on which such employees would normally be scheduled to work, the Company shall not be restricted in selecting the employees who will be laid off. Nevertheless, any employee with a "Yankee White" security clearance or current Special Experience Identifier (SEI) to meet the requirements of the PWS for Cryo, Lab and Accounting shall not be included in any temporary layoff seniority pool. Employees who are temporarily laid off have the option of using earned and available personal time off time instead of being off of work without pay.

(c) Other Layoffs. If the Company determines that one (1) or more employees in a seniority pool shall be laid off for more than five (5) consecutive regular workdays on which such employees would normally be scheduled to work, the Company will first lay off employees in their probationary period, as defined in Section 1.3 of this Agreement, and then will lay off the least proficient employees in the seniority pool; provided that, if, because two (2) or more employees possess equal proficiency or the Company's assessment of proficiency standard results in a choice of more than one (1) employee for layoff, the Company will lay off the less senior employee(s) of such group of employees. Nevertheless, any employee with a "Yankee White" security clearance or current Special Experience Identifier (SEI) to meet the requirements of the PWS for Cryo, Lab and Accounting shall not be included in any seniority pool for layoffs under this Section 8.2(c). For purposes of this Section 8.2, the level of an employee's proficiency shall be based on the Company's review and assessment of the employee's employment records (including performance evaluations or appraisals and associated improvement or corrective action records and plans, and safety records); skills, abilities, reliability, and experience levels; and performance and work completion effectiveness and efficiency.

(d) Severance. The Severance Allowance Policy is as follows:

- Employees with less than three full years of continuous service are not entitled to severance pay.
- For those employees entitled to severance pay, one week of severance shall be paid for each full year of continuous service (e.g. 12.5 years of service would entitle an employee to 12 weeks of severance)
- The maximum severance benefit is 15 weeks pay even if the employee has more than 15 years of continuous service.
- Continuous service is defined as the whole span of continuous employment with the Company at Joint Base Andrews, or continued employment with the Company and predecessor contractors on the government customer contract and preceding government customer contracts at Joint Base Andrews, whichever is greater. An employee placed on layoff shall be considered to have experienced a break in service if such employee is placed on layoff and subsequently recalled from layoff or later rehired.
- Employees who are recalled after having received severance pay and then laid off again shall receive severance on their subsequent layoff based solely on time worked following their most recent recall to work.

In the event of termination by the prime contractor of its contract with the Company for work to be performed at Joint Base Andrews, the severance allowance policy detailed above will be modified as follows:

An employee shall not receive severance allowance if the employee is offered employment by, employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract where credit for prior length of service is preserved under substantially equal conditions of employment in a position requiring the same, similar, or greater responsibility. If an employee fails to exert all reasonable efforts to secure employment with a successor company, even though a position is available, he will forfeit severance rights.

When an employee is formally advised that he is to be placed on layoff status, other more senior employees within the same work area may request consideration to replace the affected employee. The employee who is volunteering to be laid off in place of the person who was to be laid off (in seniority order) will complete the appropriate forms absolving the Company and the Union of any future liability. The request for layoff will be

reviewed by management consistent with the needs of the business\*\*. Management action on the request will not be subject to the Grievance procedure. It is clearly understood by the Company and the Union that this would be a voluntary action on the part of the requesting employee and the Union would be notified of such request. It is also understood that the employee so laid off will be entitled to layoff benefits in the same manner as if he was laid off in seniority order.

\*\*Needs of the business is defined as impact on the mission.

Section 8.3 – Transfers Out of the Bargaining Unit. Bargaining unit employees who are transferred or promoted to positions within the Company at the facilities located at Joint Base Andrews, Maryland but which are not job classifications within any bargaining unit within the Company, shall retain and accrue seniority as specified in this Section 8.3, but upon such transfer or promotion, those employees shall not be regarded as working under or governed by the terms of this Agreement while occupying such positions. Employees so transferred or promoted shall retain and accrue seniority for a period of thirty-one (31) calendar days from the date transferred or promoted out of any of the bargaining units. If those employees transferred or promoted under and subject to this Section 8.3 return to any of the bargaining units, they shall be allowed to exercise seniority as retained and accrued under this Section 8.3. The seniority of those returning employees will be adjusted and re-established based upon (a) the retained and accrued seniority under this Section 8.3 and (b) the interruption in seniority and no-seniority accrual while so transferred or promoted to the non-bargaining unit positions or job classifications. The Company shall provide a list to the Union at the time of transfer.

Section 8.4 – Recall.

(a) Order of Recall. If the Company determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff from that seniority pool, provided that they are qualified to satisfactorily perform the duties of the job in the classification or seniority pool which is being recalled and are also available for immediate return to work for the Company on the date specified for recall.

(b) Notice of Recall. The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A copy of such notice shall also be sent by regular mail to the Union. The employee must, within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of the employee's intent to return to work on the date specified for recall and, thereafter, return to work on such date. If the employee does not respond as required by this Section 8.4(b), the next employee may be recalled and the notified employee will be terminated from employment with the Company. If no qualified employee remains, a new employee may be hired.

(c) Failure of an employee to keep the Company advised in writing of the employee's current and correct address shall relieve the Company of any obligations under this Article 8.

Section 8.5 – Assignments, Transfers, Promotions, and Filling of Vacancies.

(a) Temporary Assignments. In order to provide maximum stability, to ensure efficient operations and the security of all employees, and to minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract with the U.S. government for no longer than ninety (90) calendar days. An employee temporarily assigned by the Company's management to another job position



shall be paid in accordance with Section 9.4 of this Agreement for the hours spent actually working in that position.

(b) Posting Notice of Vacancy. When the Company determines to fill a job classified vacancy within the bargaining unit, the Company will post a notice of the vacancy or job openings on employee bulletin boards within twenty (20) days of that decision for seven (7) work days. Such notice shall contain the following information:

- (1) Job classification.
- (2) Department
- (3) Specific initial shift assignment.
- (4) Qualification requirements as established by the Company, including physical, certification, technical, skill, and experience requirements.
- (5) Wage rate.
- (6) Required reporting date and time.
- (7) Date and time after which bids will no longer be accepted for the job.

The Company shall furnish a copy of the job posting at the time of posting to the union steward for the area in which the job is located. The Company may, at its option, temporarily fill a job vacancy by assignment pursuant to Section 8.5(a) or until it is filled through the notice and bidding procedures under this Article 8, whichever is earlier.

(c) Bidding. Subject to the provisions of Section 8.5(f), any employee may submit a bid for the job on the company's electronic website. Employees who complete the application process on the electronic website receive an email confirmation of their submittal. The employee will provide their email application confirmation to the onsite Human Resources (HR) representative who will then provide a copy to the Chief Steward. Bids received after the closing date shall not be considered. The Company reserves the right to cancel the posted bid or withdraw its filling of the vacancy prior to the successful bidder assuming the duties thereof.

(d) Selection.

(1) From among employees who submit bids for the posted job, the Company will award the job to the senior employee who is most qualified for that job. If no employees who submitted bids are qualified for the posted job, the Company may fill the job from any source. An employee awarded a job vacancy shall be reclassified to the job classification as of the first day of work on the job. The Company will make its best efforts to award the job vacancy within twenty (20) working days after the posting of the notice of vacancy.

(2) Qualifications. In application of the principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications to be performed in the work involved. For purposes of Sections 8.4 and 8.5(e), the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved as determined by the Company. For all other purposes, the terms "qualifications" and "qualified" mean that the employee meets the requirements of the job classification and description and has the physical and technical abilities, as applicable, to perform the work and duties involved.

(3) Qualifications Program. It is the intent of the Company and the Union to cooperate and to develop and implement together a qualifications program to enhance qualifications of employees and to serve as a standard for selections to job classifications and promotions.

(e) Restrictions on Bidding. An employee, who is awarded a job for which the employee bid, must accept it. If, immediately prior to being awarded a posted job, the designated job classification of a full-time employee who was awarded the posted job was in the same labor grade as the posted job, or a higher paid labor grade than the posted job, the full-time employee may not bid for another job for a period of twelve (12) months after being awarded the job. Nevertheless, if the Company, pursuant to Section 8.5(d), cancels the posted bid or withdraws its filling of the vacancy prior to when employee, as the successful bidder, assumed the duties thereof, the twelve (12)-month bidding restriction in this Section 8.5(f) shall not apply. An employee must have been employed by the Company for twelve (12) months in order to bid. The parties agree that this restriction for new employees may be waived for individuals by mutual agreement.

(f) Disqualification of Bidder. An employee who is unable to perform the job to which he bid to the satisfaction of the Company within sixty-four (64) work days after being awarded the job shall be returned to the job classification the employee held at the time of submitting the bid. An employee so returned shall not be eligible to bid again for the same job from which the employee returned for a period of twelve (12) months.

(g) Transfers for Training. As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of direct training of employees. Sufficiently competent employees within a classification will be considered for training in accordance with the Company's and Government requirements. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment. The Company will determine the need and the number of employees to include SEI's to be so trained and will arrange such direct training with the Government. Prior to hiring an outside SEI candidate internal employees will be canvassed to determine interest.

Section 8.6 – Termination of Seniority. An employee's seniority shall be terminated and the employee's rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quitting, retirement, or resignation;
- (b) Failure to give notice of intent to return to work after recall within the time period specified in Section 8.4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) A time lapse of twenty-four (24) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason (this provision does not apply to layoff or for a leave period under the workers compensation laws of Maryland, under the Family and Medical Leave Act taken pursuant to Section 13.1 of this agreement) or for any reasonable accommodations for any employee on leave under the Americans with Disabilities Act.
- (d) Failure to return to work upon expiration of an approved leave of absence; and

(e) Failure to be recalled from layoff for a period of twenty-four (24) months or for a period equal to the employee's seniority, whichever is less, but may be extended by mutual agreement.

Section 8.7 – Return of Personnel to the Bargaining Unit. A person, who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the Company at its facilities located at Joint Base Andrews, Maryland, may be transferred to any designated job classification in the bargaining unit in accordance with the job vacancy, bidding, and selection process under this Article 8.

Section 8.8. Nothing in this Agreement shall be construed to prevent an employee from performing work that is below his or her classification when required to do so by the Company. Under those circumstances, the employee will be paid in accordance with the terms of Section 9.4 of this Agreement.

Section 8.9 – Employment and Conflicts with Other Employers. Employees are free to participate in off-duty employment or to seek or obtain employment with any employer other than the Company as the employee may desire, subject to the following restrictions:

(a) Off-duty employment or any activities related thereto must not interfere with the employee's performance of job duties attendance with the Company.

(b) Employees involved in any purchasing or procurement activities, tasks, or actions for the Company shall not own or be employed during off-duty hours by businesses that are current or potential vendors of the Company.

(c) Employees are prohibited from using any Company identification, documents, or records to gain access to any government installation or facility to perform any non-Company business or activities.

(d) For employees hired after the start date of this agreement, prior to starting such employment, the employee must notify the Company in writing by completing and returning the Company's secondary employment notification form.

## **ARTICLE 9 – WAGE AND TRAINING COSTS**

Section 9.1 – Definition of "Designated Job Classification". The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification in accordance with the procedures set forth in Sections 8.2 or 8.3 of Article 8 of this Agreement, in which case, the job classification to which the employee moves shall become the employee's designated job classification. Job classifications are listed in Appendix 1. The "Fuels" classification i.e. Fuels Ops., Fuels Op-YW, Fuels Op Lead, Fuels Op-YW Lead (the parent classifications) and the "Supply" classification i.e. Supply Technician, Supply Technician Lead and Warehouse Specialist (the parent classifications) identifies sub-classifications that contain specific duties performed by employees in these classifications. The sub classifications under the parent classifications are not intended to be subject to individual wage negotiations but rather will continue to be paid at the rate of the parent classification.

Section 9.2 – Straight Time Rate of Pay. Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for the employee's designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for each job classification set forth in Appendix I hereto shall be the hourly rate specified for that job classification.

Section 9.3 – Overtime.

(a) Rate of Pay. For all hours worked, in excess of forty (40) hours in a workweek, an employee shall be paid one and one-half (1.5) times the employee's straight-time rate of pay for that workweek; provided, however, that the employee shall not work any overtime nor be paid for working any overtime that has not been directed by and authorized by the proper supervisory personnel of the Company before the overtime is worked. The following paid leaves will be counted as time worked for obtaining the forty (40) hour overtime threshold pursuant to the Articles regarding: PTO, Holidays, Bereavement Leave, Voting Leave, and Court Leave.

(b) Distribution of Overtime. The difficulties of distributing overtime on an equal basis is recognized by the Union and the Company; however, the managers in charge, consistent with and in accord with the operational demands and requirements of the Company and its obligations under contracts with the United States government, will endeavor to distribute necessary and available overtime work as equally as possible among the employees, in their respective job classifications at each work center.

Section 9.4 – Rate of Pay for Temporarily Transferred Employees. For the hours of actual work performed by an employee, whose designated job classification is listed in Appendix I and who is temporarily transferred to another job classification listed in Appendix I with a different straight-time rate of pay than the straight-time rate of pay for the employee's designated job classification, the employee shall be paid the greater straight-time rate between the job classification to which the employee is transferred and the employee's designated job classification.

Section 9.5 – Pay Day. By the close of business on the Friday of the calendar week immediately following the close of the pay period, employees will receive their pay checks in the form of direct deposit to an individual financial institution account designated by the employee.

Section 9.6 – Shift Differential Pay. A shift employee is an employee who is regularly scheduled to work shifts other than the regular working hours of 7:30 a.m. to 4:30 p.m. for Supply day shift) or 6:00 a.m. to 2:30 p.m. (for Fuels A shift and 1<sup>st</sup> Heli Supply Employees) in any work day (as defined in Section 10.4). The Supply employee designated to lock up Bldg. 3066 regular work hours will be between 8:00 a.m. and 5:00 p.m. In addition to the applicable straight-time rate of pay, a shift differential of one dollar (\$1.00) per hour will be paid to employees for B and C shift work during the week, and also to any A shift employee who works on an off-shift beyond their normal hours. For example, if an employee works A shift which is 6:00 a.m. to 2:30 p.m. but works until 5:00 p.m., the employee will get 2.5 hours with the shift differential. For employees who work the weekend shifts (Wacky Weekenders (WWE)), the shift differential will be paid after 2:00 p.m. for the Day shift WWE. In addition, an employee working the night shift WWE will be paid a shift differential up to 6:00 a.m.

Section 9.7 – Reporting Pay. An employee who reports for regularly scheduled work will be allowed to work two (2) hours or alternatively will be paid two hours compensation at the employee's applicable straight-time rate of pay unless the employee either is notified not to report to work or could not be notified after reasonable effort and attempts to do so had been accomplished by the Company.

Section 9.8 – Call-back Pay. An employee who is scheduled for call-back duty shall receive a minimum of ten (10) hours compensation at the employee's applicable straight-time rate of pay for the week the employee is scheduled for call-back duty. If an employee actually performs any call-back work during the employee's scheduled call-back duty period, all call-back hours worked shall be included in computing overtime compensation pursuant to Section 9.3. Employees on call-back duty will be expected to answer their phone and will make every effort to respond to customer priority requests within one hour of receiving the call. If issues arise with customer's that can't be readily resolved, contact your Manager(s) for guidance and recommendations. Employees who fail to answer and / or respond to customer priority request will forfeit two (2) hours of call-back compensation for each time they fail to respond. If an employee experiences an issue that will require them to transfer their responsibility to another employee during their call-back duty week, they will notify their Manager(s) of the change and period of change required.

Employees who state they are unable to perform after-hours support as required by their position description due to the employee's residence location or for medical reasons, must provide a signed letter request and documentation (proof of residence / doctor's note) to management annually explaining the reason why. The Department Manager or the Project Manager must grant approval to excuse an employee from their required after-hours support.

Section 9.9 – Costs of Training. The costs of any training of employees required by the Company shall be borne by the Company, including travel and lodging expenses reasonably associated with or reasonably incurred by the employee to accomplish the required training. The Company will pay an employee's costs associated with the renewal and retention of a job-related and required commercial driver's licenses and hazardous materials certifications and licenses.

It is extremely important to submit expenses timely. The Delttek-Costpoint reimbursement request should be submitted within two (2) weeks but no later than thirty (30) days after completion of training or after receipt of costs associated with job-related CDL. The submission receipt or supporting documentation must provide detailed information of the expenses requested for reimbursement. Failure to provide supporting documentation within the time frame may result in a forfeiture of right of reimbursement.

Section 9.10 – No Duplication or "Pyramiding" of Overtime and Other Premium Pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with that pay formula set forth in this Agreement that entitles the employee to the greatest amount of compensation, but the employee shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

Section 9.11 – Certified to Carry Firearms. An employee who has been trained, certified and appointed to carry firearms for their particular work duties will receive in addition to their applicable straight-time rate of pay, an additional one dollar (\$1.00) per hour for all hours worked in the Mobility Element.

Section 9.12 – New Technology. In the event that new technology is introduced that affects the work performed by bargaining unit employees, the Company will train those employees who at the time perform duties that will be affected by the new technology. If the union believes that additional employees work with the technology, the company agrees to meet and confer with the union regarding the training of those additional employees.

Section 9.13 – Lead Pay. If a working Lead employee is not present on a shift or area of responsibility to include all weekend shifts, Management will select the senior most qualified employee to perform working Lead duties and receive Lead pay. If the senior most qualified employee refuses, the Company will ask the next senior most qualified employee in line until there is acceptance by a qualified employee. If no qualified employee accepts, the Company will not be responsible to fill the opening.

Section 9.14 Supply Technician / Computer Operator IV Premium Pay. The Supply Technician / Computer Operator IV will receive a premium of fifty cents (\$.50) for all hours worked.

## ARTICLE 10

### HOURS OF WORK

Section 10.1 – Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices, and procedures shall govern the payment of all wages.

Section 10.2 – Workweek. The workweek shall consist of seven (7) days, which currently begins immediately after midnight on Sunday and ends at midnight the following Sunday. The Company retains the right to change the days or times, or both, of the beginning and end of the workweek as may be required by the Company's operational needs, obligations, and commitments under applicable contracts with the United States government.

Section 10.3 – Regular Workweek. The regular workweek shall consist of forty (40) hours of work within the workweek.

Section 10.4 – Workday. A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day.

Section 10.5 – Regular Workday. A regular workday for employees other than shift employees (as defined in Section 9.6 of this Agreement) shall consist of eight (8) consecutive hours of actual work (including the two rest periods) in a workday, exclusive of a lunch break.

Section 10.6 – Schedule. The Company retains the right to change the schedule for employees' work to suit varying conditions of the business and operations of the Company or special circumstances for the

individual and the government. The Company and Manager will give employees, who are affected by a work schedule change seven (7) days' notice unless mutually agreed to between the Parties. Schedules will be changed only if circumstances beyond the control of the Company occur, such as, the operational needs and mission requirements.

Section 10.7 – Rest and Meal Periods. There shall be one (1) unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday. The Company shall permit the employee to take a fifteen (15) minute rest period, which may be taken without loss of pay, at a time scheduled by the employee's manager that does not interrupt or delay the work performed during each half of the work schedule. Employees scheduled to work four (4) or more hours of overtime shall be entitled to a fifteen (15) minute rest period prior to the start of the overtime period and any scheduled rest periods every two (2) hours.

Section 10.8 – Overtime Work. Subject to the provisions of this Section 10.8 and consistent with Section 9.3(b) of this Agreement, the Company shall determine when and by whom overtime will be worked. An employee who is not excused by the Company from performing assigned overtime and who fails to report for such overtime will be subject to appropriate discipline.

Section 10.9. If circumstances or conditions arise that are beyond the control of the Company and that require the Company to give employees the option to be assigned to other work or to take time off, the employees so affected who elect to take time off also shall have the option to use their earned and available personal time off time or take leave without pay.

Section 10.10 Shift Preference. An employee may make a formal request to the Company to change shifts provided they have been on their respective shift a minimum of six (6) months. The Company will canvass for volunteers in the same classification on the shift the employee is requesting to be moved. If an employee on the requested shift volunteers to move the two (2) employees will switch shifts. If more than one (1) employee on the shift volunteers to move the most senior employee will be the one to switch shifts. If there are no volunteers the employee holding the same classification with the lowest seniority on the requested shift will be required to change shifts with the requesting employee provided the requesting employee has greater seniority than the employee who would be replaced. No employee with less than one (1) year seniority may request to change shifts or be bumped to another shift. Once an employee moves on a shift preference they will be ineligible to make another shift preference application for a period of 12 months from the date they are moved to their new shift.

## ARTICLE 11 HOLIDAYS

Section 11.1 – Holidays Celebrated. The following eleven (11) days are designated as holidays:

New Year's Day	Martin Luther King Jr.'s Birthday	Presidents' Day	Memorial Day
Juneteenth	Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Christmas Day	

Annually, but no later than September 30 of each year, the Union may notify the Company that the employees have agreed to select, for application in the following year, one (1) of the holidays listed above to be replaced and substituted by another day during the following year to be observed as a holiday. The Union shall inform the Company which holiday is to be replaced and the date to be observed as the substituted holiday. The replaced holiday will be scheduled as a regular work day, and the substituted holiday will be scheduled as a holiday. In the event the Federal Government and / or Joint Base Andrews declare an additional Federal holiday(s) in excess of current holidays per Article 11.1, such new declared holiday(s) will be granted to the employees covered by this agreement.

Section 11.2 – Eligible Employees. Each full-time and part-time employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on personal time off during that seven (7) day period, and who actually works his or her last scheduled workday before and first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article. An employee, who is not a full-time or part-time employee, shall not be eligible for the benefits set forth in this Article.

Section 11.3 – No Work on the Holiday. An eligible employee who is not required to work on the day observed as a holiday, which date is normally a scheduled work day for the employee, shall receive eight (8) hours pay at that employee's straight-time rate of pay for that holiday.

Section 11.4 – Work on the Holiday. The Company reserves the right to require employees to work on a holiday; however, the Company will make every effort to schedule as many employees as possible off from work on holidays. An eligible employee who is required to work a shift that begins during the calendar day observed as the holiday shall receive one and one-half times his or her straight-time rate of pay for all hours worked, during that shift, in addition to eight (8) hours pay at the employee's straight-time rate of pay. An employee who is required to work a shift that begins on the calendar day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

Section 11.5 – Holiday During a Scheduled Day Off or Personal Time Off Period

(a) If a holiday is observed on a scheduled personal time off day of an eligible employee, the holiday will be treated as an observed holiday under this Article not as a personal time off day, and the employee will receive pay only for the holiday.

(b) If a holiday is observed on a scheduled day off (other than a personal time off day) of an eligible employee, the employee will receive pay for the holiday in accordance with the provisions of this Article.

(c) Employees who are on leave without pay or who have been laid off are not eligible employees under this Article.

Section 11.6 – Overtime Credit. Any hours that an employee does not work but for which the employee is compensated pursuant to Section 11.3 or Section 11.4 shall be considered hours worked for the purposes toward computing overtime eligibility under Section 9.3 of this Agreement.

Section 11.7 – Holiday Observances. The holidays designated in Section 11.1 above will be observed on the same days that those designated holidays are observed by military and government personnel assigned to Joint Base Andrews, Maryland.



**ARTICLE 12  
PERSONAL TIME OFF**

Section 12.1 – Eligible Employees.

(a) An employee, who has completed the probationary period under Section 1.3 of this Agreement, shall be eligible for paid personal time off based on the employee's continuous length of service, measured from the employee's original date of hire by the Company or by the Company's predecessor private sector contractors (that is, not government employers) at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.

(b) "Continuous length of service with the Company", for purposes of this Article 12, is defined as service that is uninterrupted by termination of employment with the Company (or by termination of employment with the Company's predecessor private sector contractors [that is, not government employers] at Joint Base Andrews, Maryland, who were providing and performing the same services as the Company was performing as of February 10, 2005, from its facilities located at Joint Base Andrews, Maryland, under its contract with the United States Department of the Air Force.).

Section 12.2 – Personal Time Off Allotment and Accrual.

(a) The amount of personal time off to which an employee shall be entitled during any year shall be determined by the employee's number of years of continuous service with the Company, measured from the employee's hiring date to the employee's anniversary date of hire for the current year, as follows:

(1) From the commencement of the first (1<sup>st</sup>) year of continuous service with the Company until the end of the fifth (5<sup>th</sup>) year of continuous service with the Company, an employee will earn a maximum of 136 hrs. of personal time off per year to be accrued at the rate of 5.23 hrs. per pay period (26 pay periods per year).

(2) From the commencement of the sixth (6<sup>th</sup>) year of continuous service with the Company until the end of the tenth (10<sup>th</sup>) year of continuous service with the Company, an employee will earn a maximum of 176 hrs. of personal time off per year to be accrued at the rate of 6.77 hrs. per pay period (26 pay periods per year).

(3) From the commencement of the eleventh (11<sup>th</sup>) year of continuous service with the Company until the end of the ninetieth (19) year of continuous service with the Company, an employee will earn a maximum of 216 hrs. of personal time off per year to be accrued at the rate of 8.31 hrs. per pay period (26 pay periods per year).

(4) From the commencement of the twentieth (20<sup>th</sup>) year of continuous service with the Company an employee will earn a maximum of 240 hrs. of personal time off per year to be accrued at the rate of 9.24 hrs. per pay period (26 pay periods per year).

(b) Employees who are working less than thirty-five (35) hours per work week, who are hired for a specified period of time with no guaranteed hours, or who do not work full time under the Service Contract Act will receive a pro-rated amount of personal time off based on the number of Service Contract Act hours worked

divided by 2,080 hours and applied as a percentage to the personal time off accrual rates specified above in Paragraph 12.2(a).

(c) The amount of personal time off leave shall be deemed earned when accrued, and it will be accrued at the end of each two (2) week pay period according to Section 12.2(a) above.

#### Section 12.3 – Personal Time Off Scheduling.

(a) Personal time off requests in excess of eight (8) hours shall be submitted by employees to the employee's manager at least ten (10) work days before the commencement of a personal time off period and must be approved by the Project Manager, or the designee of the Project Manager, before any personal time off is taken. Personal time off in increments of eight (8) hours or less shall be submitted to and approved by the employee's manager at least five (5) work days in advance. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted their requested personal time off. If a scheduling conflict exists, the Project Manager will determine which employee shall have first choice of personal time off. Personal time off will be taken in increments of one-quarter (0.25) of an hour or more except as modified in other sections of this Agreement.

(b) Unscheduled personal time off not covered by Section 12.3(a) may be approved by and within the discretion the employee's manager, upon request made by the employee. As practical and consistent with the operational requirements of the Company and the government/customer, employees will be granted the personal time off requested under this Section 12.3(b).

#### Section 12.4 – Use of Personal Time Off.

a) An employee will have a maximum carryover of two (2) times their PTO accrual tier. Any employee who has accrued unused leave on their anniversary date greater than two (2) times their PTO accrual tier will be cashed out those hours above their maximum carryover. Employees will receive payment for this leave within two pay periods of their anniversary date.

(b) An employee who has completed one year's continuous service with the Company will be paid for personal time off hours accrued but not used at the time of termination of employment, regardless of the nature of the termination, at the employee's straight-time rate of pay at the time of the employee's termination.

(c) If an employee is taking sick leave or is taking leave pursuant to the Family and Medical Leave Act, the employee may elect to receive personal time off pay in lieu of time off without pay.

(d) An employee, who is returning from personal time off but is scheduled to be otherwise off from work on the day or days immediately preceding the employee's scheduled return-to-work date, shall be the last employee called to work on any such day or days for which the employee is scheduled to be off, unless an emergency situation necessitates that the employee be called in and required to report to work.