

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 of	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE April 24, 2008		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 2941 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL – I. Hargrove/DESC-BXA PHONE - (703) 767-9328 Email – Ivan.Hargrove@dla.mil		CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE SP0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO.		9b. DATED (SEE ITEM 11)	
Cage Code :		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-08-R-0536		10b. DATED (SEE ITEM 13)	
		X		March 06, 2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<p><input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</p> <p><input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</p> <p><input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p><input type="checkbox"/> D. OTHER (Specify type of modification and authority)</p>					
E. IMPORTANT: Contractor [] is not, [x] is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>a. Offerors must acknowledge receipt of this amendment by filling out block 8 above, and signing and dating blocks 15A, 15B, and 15C below, and returning this document with their offer to DESC-BXB, fax (703) 767-9338 or email to ivan.hargrove@dla.mil. The closing date of the solicitation is revised to May 7, 2009.</p> <p>b. Pages 2 and 3 incorporate the questions and answers relative to this requirement. Pages 4 and 5 incorporate the changes to the PWS.</p> <p>c. Attachment 1 of this amendment incorporates the sign-in sheet from the site visit of April 6, 2009.</p> <p>d. The collective bargaining agreement between Encore DOD LLC and Teamsters Local 542 is hereby incorporated into the solicitation (See Attachment 2).</p> <p>e. Attachment 3 includes the workload data for El Centro.</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER (Type or print)		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
<hr/> <i>(Signature of person authorized to sign)</i>		<hr/>	<hr/> <i>(Signature of Contracting Officer)</i>		<hr/>

Amendment 0002

Question: The current Section C (PWS) in Para C-1.4.2 states an "electronic searchable copy of the technical proposal shall be submitted in .PDF". Would the government accept a copy in .DOC (Microsoft Word) format instead?

Answer: Yes - .DOC (Microsoft Word) will be acceptable.

Question: During the site visit, there was no evidence or mention of any "Confined Space Entry"... Is there a requirement to accomplish Confined Space Entry?

Answer: - Yes - There are many ways along the pipeline to the Hot Site that have to be maintained and cleaned.

Question: The PWS in Para C-2.2.2.3.1.1 still mentions "Off-station Locations" for fuel delivery, but I think we clarified there are no off-station delivery requirements. Is that true?

Answer: No off base requirements.

Question: Para C-2-4.2.1 of the PWS indicates the service station facilities and equipment shall be inspected by the contractor, but doesn't mention how often. Is that at the discretion of the contractor?

Answer: Daily and equipment maintenance performed according to equipment requirements.

Question: PWS, Para C-2-6.1 indicates the contractor shall assist DRMO in the transfer of used oil from the collection tanks... Is that just being on-site when it occurs, or what type assistance is required?

Answer: On site to observe and perform system valve alignment.

Question: Para C-2.7.2.1 (same as item 4 above) mentions Off Station requirements....

Answer: No off base requirements.

Question: The second "Note" following Para C-3.2.3.4 of the PWS refers to the overflow protection system installed at NAS Alpha... Should that be deleted, or where is it located?

Answer: It should say NAF El Centro in lieu of NAS Alpha.

Question: The 4th "note" on page 43 (following Para C-3.2.3.6.1 refers to JP4... Should that be changed to JP8?

Answer: The note that references JP4 is talking about requirements for pumping low flashpoint fuels requiring vapor recovery. JP8 does not require vapor recovery, so the note should be left alone.

Question: When you get to Para 3.4 in the PWS (about Page 51) you will probably notice that Para 3.4 all the way thru C-3.4.1.12 is duplicated/repeated about two pages later (around Page 54) . On page 51, where the first printing of C-3.4.1.12 actually ends, just the last paragraph, which is C-3.4.1.12 is a larger, bold font before it begins to repeat itself...

Answer: This is an administrative error. There is no effect on the PWS, except for repetition error.

Question: In the PWS, Appendix B, Telephone Services where it states the Government will provide telephone services; it conflicts with the previous mention in the PWS, C-3.4.1.2 that the contractor will provide those services. Please clarify.

Answer: The contractor needs a business line, fax line, and any other dedicated line that the contractor requires such as time clock or other Items requiring phone services. The government provides the lines required for Dispatch, Lox Farm, and Hot Site.

Question: I know we briefly discussed those "extra" pages at the end of the PWS, so I'll try to discern exactly where they go, although I can see they are additional "references"...

Answer: The pages at the end are not extra. Apparently they were not identified correctly.

Question: Acceptable Quality Level (AQL) standards are used for each required service by the Quality Control Representative as a tool - Part of "APPENDIX F".

Answer: The last page, "VEHICLE INFORMATION WORKSHEET" is actually APPENDIX G and shall be completed for each vehicle presented for inspection, see C-3.3.1.2.

Question: I believe I have reviewed the entire solicitation, etc. and still have NOT seen the deadline for submitting questions.

Answer: It was decided at the site visit that the deadline for submitting questions was Monday, April 13, 2009.

Question: We have not yet located a copy of the CBA. Is there currently a CBA in effect for El Centro?

Answer: A copy of the current CBA is a part of this amendment.

Amendment 0002

Question: Amendment 0001 makes references in Para (2) (i) (A) (2) on page 3 and again in (2) (i) (B) (ii) (A) (4) 7 (1) on page 4 stating "Use the same format for all three locations," neither the Staffing Profile nor anywhere else in the document(s) contains a reference to multiple locations...

Answer: It's a "24-hour by 7-day EXAMPLE". What we are trying to convey is - when submitting the "Staffing Profile" or "Equipment Offered", be specific. Do so by identifying if it's a position, day/time frame, location, capacity, etc. This shows the evaluators that the commercial firm understands the requirement. If it just simply states 10 trucks and 10 people - that does not provide sufficient information to the evaluators and leaves room for a misrepresented interpretation of the offer.

Question: There is a reference in the PWS C-1.1.1.3.1.1., which indicates Off Station Ops may be required. I could not find any reference to how many and how far (distance wise) Off Stations Ops are required. Please explain!

Answer: We have never taken our vehicles on public roads. The only exception is the water sewage treatment plant's generator. We have to follow the fence line to get access to the generator. This is the only time a vehicle will leave the main gate. Maybe three times a year and it's about a mile and a half from the main gate.

Question: At the end of the PWS, there are six (6) extra pages (numbered 74 thru 79), yet they have no listing as "Attachment 1 thru 6" etc., or anything to explain what they are, unless they are intended as "historical data"???? Please clarify.

Answer: The format is incorrect (see below) -

(74-78) Part of "APPENDIX F" - "Quality Surveillance Program", Acceptable Quality Level (AQL) standard used for each required service.

(79) VEHICLE INFORMATION WORKSHEET - APPENDIX G, (C-3.3.1.2) four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies, materials, and documents specified herein available on-site for physical inspection, count, and/or review by the COR of the contracted activity, a representatives of NOLSC Petroleum, and a contracting specialist from the Defense Energy Support Center. The expense of making all such property available for inspection, to include the labor necessary to move, fill, operate, and adjust/repair the equipment being inspected, shall be borne by the Contractor. A "VEHICLE INFORMATION WORKSHEET", Appendix G, shall be completed for each vehicle presented for inspection. Copies of the worksheets and all required attachments shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

Question: Since the site visit is not scheduled until April 6, 2009 and the original proposal submission date was April 15th, that will make it extremely difficult for any major changes, corrections or requirements identified during the site visit. Will the "submission date" be extended beyond April 15th?

Answer: This amendment extends the closing date to May 7, 2009.

PERFORMANCE WORK STATEMENT - CHANGES

Make pen and ink changes to those items IN RED:

C-1.6.2.1 Scheduled and Recurring Event: Bases supporting known, scheduled, and recurring event, i.e., annual helicopter fly-ins, tactical training and competition events, or air shows as noted below, will, to the extent possible, provide the Contractor documented information outlining anticipated dates, number and type aircraft, number of anticipated sorties, and historical information regarding aviation and ground and cryogenic requirements. In concert, the Contractor shall fully document all services provided for all specified events. An event specific report as well as specific notes and highlights within the *Exhibit of Fuel Services* format shall be provided.

C-1.6.2.2 Air Show AVGAS Services: Annually, at the close of the Blue Angles winter deployment, NAF El Centro sponsors an air show. Given the air show dates and tasking as outlined in section C-4.2, Services requiring a Task Order, the contractor shall, by whatever means deemed most cost effective to the Navy plan for and support all AVGAS requirements. The Contractor shall provide the equipment, see the note following C-3.1.3 Refueler, General, or may sub-contract for the services required. In either case, the Contractor shall arrange for the quality surveillance of the product supplied, the servicing of aircraft as required, the post air show disposition of residual product, and the disposition (removal from the base) of contractor provided/sub-contracted equipment. Contractor manpower and equipment costs applicable to this tasking shall be included in CLIN 0001. Sub-contracted equipment, product, and associated service costs will be reimbursable items under section C-4.2, Services requiring a Task Order.

C-1.6.3 Outlook: Discussions with Fuels Management regarding the current and future mission of NAF El Centro indicate there are no known or anticipated changes of assigned units, mission, or flight operations. This outlook does not however preclude fundamental changes in mission, flight-training schedules, and assignment of units as may be undertaken by the Department of Defense, the Navy, or other agencies that may operate from NAF El Centro. The Contractor will be notified as the requirement for long-term changes are made known and contract adjustments are deemed necessary and appropriate. The single know major construction project at NAF El Centro is:

- ✓ FY10 - Installation of four (4) additional direct refueling lanes.

C-1.7 Operating Hours

C-1.7.1 Contractor Coverage: As published in the Flight Information Supplement (FLIP), airfield operating hours for NAF El Centro are 0700 ~~0800~~ to 2300 ~~2400~~ Monday through ~~Thursday~~, 0800 to 1900 Friday, 0700 ~~0800~~ to 1500 ~~1600~~ Saturdays (1 April – 30 September), and 0700 ~~0800~~-1900 Saturdays (1 October – 31 March). The airfield is closed outside the aforementioned weekday and Saturday hours, Sundays and Federal holidays; however, aircraft maintenance activities requiring fuel services may be undertaken anytime. As a rule, Table 1, Typical Hours of Operation, establishes fuel services operating hours that meet or exceed the published airfield-operating window. The Contractor shall provide continuous and immediate fuel support services within the response time established in section C-2.2.2.2, Response, for the hours specified in Table 1, Typical Hours of Operation; however, the Contractor shall be fully capable of responding to the demand for all fuel and cryogenic support and services anytime, 24 hours per day, year-round, including holidays.

Note

As used above, "shall be fully capable of," should not be construed to mean or imply a requirement for full time staffing outside the hours specified in Table 1, Typical Hours of Operation. Also see section C-2.2.2.2.1, After Hour Response.

Table 1 Typical Hours of Operation

Hours of Operation (by function) ⁽¹⁾				
	Function ⁽²⁾	Monday – Friday	Saturdays	Sundays/Holiday
	<u>Site Manager (SM)</u>	Duties as Required		
	<u>Assistant Site Manager (ASM)</u>	Duties as Required		
	<u>Fuel Dispatch Center (DCO) (1 Apr-30 Sep) ⁽³⁾</u>	0700-2300 0600-2400	0600-1600	
	<u>Fuel Dispatch Center (DCO) (1 Oct-31 Mar) ⁽³⁾</u>	0700-2300 0600-2400	0600-1900	
	<u>Aircraft Fuel Servicing Operations (DSO/ACS) ⁽⁴⁾</u>	As Follows	As Follows	
	<u>Truck Refueler (DSO) (1 Apr-30 Sep)</u>	0700-2300 0600-2400	0600-1900	
	<u>Truck Refueler (DSO) (1 Oct-31 Mar)</u>	0700-2300 0600-2400	0600-1600	
	<u>Direct Refueling Ops (ACS) (1 Apr-30 Sep)</u>	0830-2030	0830-1500	
	<u>Direct Refueling Ops (ACS) (1 Oct-31 Mar)</u>	0830-2030	0830-1630	
	<u>Vehicle Mechanic (MVM) ⁽⁵⁾</u>	0600-1400		
	<u>Ground Fuel Delivery (DSO) ⁽⁵⁾</u>	0600-1400		
	<u>Bulk Storage Operations (FDSO) ⁽⁶⁾</u>	0600-1400		
	<u>Service Station Operations (FDSO) ⁽⁷⁾</u>	Manned as Required		
	<u>Quality Surveillance (FLT) ⁽⁸⁾</u>	0600-1400		
	<u>Used Oil Handling (DSO) ⁽⁵⁾</u>	0600-1400		
	<u>Cryogenic Storage and Distribution (CSO)</u>	0700-1500		

- (1) Note seasonal changes signified as Red = Summer Hours, Blue = Winter Hours, Green = Year Round Hours
- (2) The entry following the functional description is the code for the employee/worker that would normally fill the position applicable to that function, see section C-1.9.1, Essential Personnel, and section C-1.9.2, Service Personnel. An indented line of activity indicates it is or may be a collateral duty or sub-function of the preceding line. The specific time segments, i.e., Ground Fuel Delivery, Monday-Friday, 0600-1400, are provided for basic planning purposes. These specific time spans should not be construed to mean or imply that the function is undertaken only for the specified time indicated. As noted in section C-1.7.1, Contract Coverage, "the Contractor shall be fully capable of responding to demands for "all" fuel and cryogenic support and services anytime, 24 hours per day, year-round."
- (3) Driver/system operators (DSO) assigned to night shifts and weekend work periods for which there is no FAS qualified dispatcher/computer operator (DCO) assigned, shall be provided basic FAS data input training and local password access or maintain manual logs in sufficient detail to facilitate accurate FAS input of fuel services rendered on the morning of the next duty day.
- (4) Includes any and all fixed (direct fueling system) and mobile (truck) refueling/defueling of aircraft assigned to and as may transit, deploy to, or exercise from the contracted activity. Also includes the servicing of facilities and equipment as may be requested by authorized customers. Personnel assigned may include driver/system operators, aircraft servicers, a mechanic, and other skilled personnel required to satisfy aircraft fuel servicing demands and other collateral duties identified herein.
- (5) Ground fuel delivery, to include all grades of automotive gasoline, diesel fuel, and jet fuel used in lieu of diesel, as well as used oil disposal operations, and the vehicle mechanic may be a collateral duty to the driver/operators that provide aircraft fuel-servicing support. Ground fuel operations may include scheduled deliveries to outlying equipment sites and fields.
- (6) To include the manning as may be required to conduct end-of-month/fiscal-year inventories that fall on a Saturday, Sunday, or a holiday. Also includes manning as may be required for extended pipeline receipt operations.
- (7) An automated 24/7 service station manned only to the extent necessary to undertake system inspections, perform PM and inventories, and to receive products; however, see section C-2.4.3, Alternate Issues, Method, and Manning regarding alternate ground fuel (service station) support operations.
- (8) Qualified persons assigned to the Bulk Storage operation may perform fuel laboratory duties. The Contractor shall also, to the extent required, sample equipment, facilities, and aircraft defuels and perform quality testing necessary to satisfy weekend/holiday quality surveillance workload.
- (9) Direct Refueling (Pit Ops) manning shall consist of the plane captain/nozzle operator, pit (deadman) operator, and fire watch, a three (3) person crew. For the hours noted, the Contractor shall be capable of providing direct refueling crews to fully man at least two (2) lanes to service aircraft. Subsequent pit/lane openings will result in the shift of Contract personnel to operate and control (deadman operator) all open lanes with supplemental manning provided by the squadrons being serviced. Regardless of the Contractor/squadron manning mix, the Contractor shall maintain control of the pit (deadman operator). The use of all four (4) pits simultaneously (maximum system use) will require six (6) contract operators and six (6) qualified supplemental (squadron) personnel.
- (10) The workload window for direct refueling operations should not change (increase in duration on any day) but is subject to fluctuation in the daily start/stop times. The base will, at the earliest possible opportunity, provided the Contractor notice of such changes.

<u>Name</u>	<u>Co. Name</u>	<u>Phone #</u>
Ivan Hargrove	DESC	(703) 767 9328
BRUCE WILBUR	ENCORE	(210) 798-2750
Tom Falcone	ENCORE	(979) 220-7654
Ron LaBeff	ENCORE	(760) 562-1789
Larry Gonzalez	Martag	760 214 5114
David Nelson	Martag Aircraft	719-593-1600
JR. PARKER	EMPIRE AIRCRAFT	619-869-0769
TROY JUKES	NOLSC	703 767 7359
Robert "Barney" Rummel	DOSS AVIATION	(719) 520-9804
AL TORRANCE	LB+B	301-596-2440
MARC WILLIS	COZ (NAFEC)	760 334 2655
JACK VAN VOOREN	FUEL OFFICER	760-339-2521

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ENCORE DOD, LLC

AND

TEAMSTERS LOCAL 542

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AGREEMENT

This **AGREEMENT**, made and entered into this 28th day of October, 2007, by and between **ENCORE DOD, LLC**, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION No. 542** chartered by the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time and regular part-time employees employed by the Employer at its facility located at NAF El Centro Ca, Bldg. #507 excluding all other employee, office clerical employees and supervisors, as defined in the Act, and as amended and as certified in Case #21-RC-20405 dated December 14, 2001.

ARTICLE 2 – UNION SECURITY

Section 1.

All employees are required to become and remain members of the Union as a condition of employment. New employees are required to become members of the Union within thirty-one (31) days from date of hire, and to remain members of the Union in good standing as a condition of continued employment.

Section 2.

Employees who do not comply with the provisions of Section one shall be discharged by the Employer after the Union shows proof to the Employer that they have sent a registered letter, return receipt requested, to the employee informing said employee as follows:

1. The exact amount due;
2. How the amount was calculated;
3. An exact date that the money must be paid.

Section 3.

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with this Article.

Section 4.

Membership in good standing means-only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

ARTICLE 3 – CHECK-OFF

Section 1.

The Employer agrees to withhold and to remit promptly to the Union the initiation fee and monthly dues from the pay check of each employee covered by this Agreement, in accordance with a written order which the Union agrees to furnish signed by each individual employee.

Section 2.

Such deductions shall be made by the Employer from wages of employees for their first pay period in the calendar month, and will be transmitted to the Union no later than the 25th day of the month unless unable to do so because of equipment breakdown, or acts of God.

ARTICLE 4 – DISCIPLINARY PROCEDURE

Section 1.

Employees may be discharged and/or suspended for any reason not prohibited by law, but in case of discharge, the reason shall be given in writing by the Employer to the employee and shop steward at the time of discharge and/or suspension.

Section 2.

A. For disciplinary infractions which do not warrant discharge, the Employer agrees to follow the following minimum procedure for same or similar offense:

First offense: Verbal.

Second offense: Written warning.

Third offense: Suspension or discharge.

B. After a period of twelve (12) months, written warnings shall not be valid for disciplinary action.

Section 3.

The shop steward, or an alternate, if available, shall be present at steps two and three of the disciplinary procedure. The employee and the Union shall receive a copy of any written warning.

Section 4.

Under normal circumstances, warning notices will only be considered valid if they are issued within seven (7) working days of the event given rise to the notice, or within seven (7) working days from the date the Employer first had knowledge of the subject event. Time limits shall be extended by Union agreement which will not be unreasonably withheld.

ARTICLE 5 – SENIORITY

Section 1.

Seniority, as defined in this Article, shall be the determining factor in all promotions, layoffs, recalls, scheduled overtime and vacation scheduling.

Seniority, as herein used, shall consist of :

Length of continuous service with the Employer, provided skill, ability, performance, experience and aptitude are relatively equal in management's reasonable and good faith discretion.

All job openings (except vacation relief, sickness replacements or leave of absence replacements) shall be posted for three (3) working days at the time clock. All posting shall be dated and timed and a copy sent to the Union office. Consideration for said openings shall be given to employees within by seniority before outside hiring can be done.

The Union reserves the right to implement the provisions under Article 11 of this Collective Bargaining Agreement in case there is a disagreement in the interpretation and/or application of this Article.

Section 2.

Seniority means length of continuous service without a break. An employee seniority and employee status shall be lost for any of the following reasons:

1. Discharge.
2. Resignation or other termination of service by voluntary act of employee.
3. Continued absence of twelve (12) months or more from work.
4. No show no call for three consecutive days without a bona fide reason.
5. Layoff for one (1) year.
6. Fails to report for work within three (3) working days after recall notification (return receipt requested).

Section 3.

Probation – New hires shall work on a probationary basis for the first ninety (90) days of employment. During this probationary period, such employees shall be considered as being on trial, subject to immediate dismissal without prior notice, at the sole discretion of the Employer.

Discharge during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement. After completion of the probationary period, the employee shall have seniority as of their date of hire.

ARTICLE 6 – WAGES AND CLASSIFICATIONS

Section 1.

Employees shall receive wages in accordance with the governing site contract. Each year of the contract commencing on the effective of contract wage modification, each employee shall receive a wage increase as dictated by the Federal Wage Determination or a three percent (3%) increase, whichever is greater.

Section 2.

The minimum wage scale to be paid all classifications covered under this Agreement shall be specified below:

JOB TITLE	WAGES
Truck Driver	\$18.53/Hour
Aircraft Servicer	\$19.48/Hour
Fuel Distribution System Operator	\$21.66/Hour
Cryogenics System Operator	\$21.75/Hour
Computer Operator IV	\$23.64/Hour
Automotive Mechanic	\$23.66/Hour

Section 3.

When an employee is requested or required to do work in a higher rated classification, the employee shall receive the higher rate of pay for the time worked. When an employee is requested to work in a lower rated classification the employee shall receive his scheduled rate of pay for the entire day in which such work is performed.

Section 4.

Should the Employer establish a new operation, department or classification within the existing bargaining unit, the Employer shall compensate such classification in accordance with the prevailing Wage Determination.

ARTICLE 7 – HOURS AND OVERTIME

Section 1. Full Time

The Employer shall schedule at least fifteen (15) employees a minimum of thirty (30) hours work per week, except when work is not available. Such employees shall be considered full time employees.

Section 2. Part Time

Employees who are regularly scheduled to work less than thirty (30) hours per week shall be considered part time.

Section 3.

All employees are to be compensated from the time they start work on any day until discharged from duty, excepting time out for meals. Sick leave hours shall not be considered as hours worked for the purpose of calculating overtime entitlement.

Section 4.

Overtime – overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. All work performed in excess of twelve (12) hours shall be paid at two (2) times the regular rate of pay.

Section 5.

All employees shall be granted a ten (10) minute rest period in the first half of their shift and a ten (10) minute rest period in the second half of their shift. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time.

Section 6.

All work presently being performed by the bargaining unit shall continue for the duration of this Agreement to be performed by the bargaining unit, provided, however, that the Employer may subcontract work if such work does not displace bargaining unit employees. Customer personnel and supervisors may perform bargaining unit work; however, bargaining unit employees shall not suffer any reduction in scheduled hours as a result of such work.

Section 7.

Any employee who has been released from work and is called back to duty or called to work on a non scheduled work day shall be paid for all time worked but no less than three (3) hours, whichever is greater. Time worked shall be considered as continuous as per the hours previously worked (in the case of employees called back for duty) and will be compensated at the employee's appropriate overtime rate indicated under Section 4 of this Article.

ARTICLE 8 – VACATION

Section 1.

Except as otherwise provided herein, vacation benefits shall be in accordance with the governing site contract and Labor Standards for Federal Service Contracts.

Section 2.

Full time employees covered by this Agreement shall be eligible for paid time off for vacation after one full year of service as follows: After one year of continuous service, two (2) weeks, after five (5) years continuous service, three (3) weeks and after twelve (12) years continuous service, four (4) weeks. Employees who are eligible will receive full vacation benefits on the anniversary date of their employment and upon each succeeding anniversary date thereafter. In accordance with Labor Standards for Federal Service Contracts (CFR Title 29, Part 4), vacations may not accrue or vest before an employee's anniversary date. Employees who performed similar work at the same facility while employed by the Employer's predecessor will retain the anniversary dates they held in their previous positions.

Section 3.

After one (1) year of service, eligible employees may request time off for vacation. Vacation benefits will be paid in one lump sum shortly after the employee becomes eligible regardless of when the time off is requested or taken.

Section 4.

If a holiday occurs during an employee's vacation, the observance date of the holiday will not count as vacation time.

Section 5.

Employees shall submit a request to schedule vacation ten (10) days prior to the requested vacation schedule dates.

ARTICLE 9 – HOLIDAYS

Holiday time/pay shall be in accordance with the governing site contract and Labor Standards for Federal Service Contracts. In addition, employee shall be entitled to neo (1) floating holiday each year following the first anniversary of their employment.

Section 1. Wage Determination Holidays

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

Section 2.

Employees who report to work on any of the above enumerated Holidays, shall be compensated for all time worked but no less than three (3) hours, whichever is greater.

Section 3.

Employees shall submit a request to schedule a Floating Holiday ten (10) days prior to the requested Floating Holiday schedule date.

ARTICLE 10 – SICK LEAVE

Section 1.

Full time employees will receive four (4) days of sick leave on each of the employee's anniversary date to accommodate personal or family sick leave. Each day of sick leave shall consist of eight (8) hours and compensated at the employee's regular rate of pay.

Section 2.

Sick leave days are not supplemental vacation days or "free days." Therefore, depending on the nature of an employee's absence, the Employer may request a doctor's note to verify that the absence was excused.

Section 3.

Sick leave does not accumulate from year to year, and may not be used to supplement vacation benefits. Any unused sick leave is not payable upon termination.

Section 4.

Employees will make every effort to notify the Employer as soon as sick leave requirements are known (i.e. Doctor's appointments, etc.).

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

Any question on interpretation of application of this Agreement shall be resolved by this grievance and arbitration procedure. Grievances may be filed either by an individual bargaining unit employee or by the Union. The following procedure shall be observed:

1. The grievance shall be submitted in writing to the immediate supervisor or Union representative. Such submission must be made within ten (10)

calendar days of the events giving rise to the grievance or the grievance shall be deemed waived.

2. If an adjustment satisfactory to the aggrieved party is not reached within seven (7) calendar days from the date of submission to the Employer, the aggrieved party or his/her representative shall submit the written grievance to the Human Resources Office of the Employer within twelve (12) calendar days from the date the grievance was initially submitted to the supervisor.
3. If an adjustment satisfactory to the aggrieved party is not reached within ten (10) calendar days after its written submission to the Human Resource Office, either party may demand arbitration within fifteen (15) calendar days after written submission to the Human Resources office of the Employer.
4. In the event arbitration is demanded, the Employer and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon, then the parties shall jointly request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike-off method shall be used to select the Arbitrator.
5. The Arbitrator thus selected shall be notified of his/her appointment by joint communication of the parties. Arbitration shall subsequently be held in accordance with the procedures set forth herein, and by such further rules and procedures as the Arbitrator shall direct.
6. Each party shall bear its own costs; however, the fees and expenses of the Arbitrator shall be equally shared by the parties.
7. The Arbitrator's decision shall be final and binding on the parties to the extent that it draws essence from the Collective Bargaining Agreement. The Arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
8. The time limit provisions of this Article may be waived or extended by mutual agreement. Failure of either party to comply with the above-referenced time requirements shall constitute a waiver of the right to pursue the grievance.
9. Limitation of Power of Arbitrator – The powers of the arbitrator are limited as follows:

- a. He/she shall have no power to add to, subtract from, or modify the terms of any Agreement.
- b. He/she shall have no power to establish wage scales or, except as he/she is herein specifically empowered, to change any wage.
- c. He/she shall have no power to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement or by any supplementary Agreement.

ARTICLE 12 - SAFETY

Section 1.

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. All protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Employer.

The Employer shall supply steel-toed boots on an as needed basis, but shall be no less than one pair every twelve (12) months. The cost to the Employer shall not exceed one hundred dollars (\$100.00) per pair.

Section 2.

A Safety Committee will be established and maintained. The Committee will include the shop stewards or their alternates (designated), along with the department heads or an alternate (designated), and someone from management (designated). Any safety problems shall be brought to the Committee's attention and the Committee will respond within thirty (30) days.

A safety meeting should be held at least once every quarter. Prior to each safety meeting, the suggestion boxes should be checked, any suggestions to be reviewed by the Committee.

Section 3.

To operate forklifts, machines, etc., employees must first be instructed and qualified.

Section 4.

Whenever an employee is required to wear a specific type of uniform, the cost of furnishing and maintaining such uniform will be borne by the Employer. This provision shall not apply where the uniform consists of clothing which may be worn outside of work.

ARTICLE 13 – HEALTH AND WELFARE

Section 1.

The Employer administers a benefits program that is designed to meet the requirements of a bona fide fringe benefit plan as defined by the Labor Standards for Federal Contracts (Title 29, Part 4, CFR). As such, eligible employees may choose to participate in a variety of benefit options including medical insurance and a 401-K retirement savings plan.

Section 2.

The Employer shall compensate each employee an hourly amount for health and welfare in accordance with the governing site contract and Labor Standards for Federal Service Contracts. Employees must invest their health and welfare benefits in either the Employer's health insurance program or 401-K plan. Employees who are enrolled together with one (1) dependent in the Employer's health insurance plan shall receive an additional fifty cents (\$0.50) per hour and employees who are enrolled with more than one (1) dependant (i.e., family) in the Employer's health insurance plan will be compensated an additional seventy five cents (\$0.75) per hour (i.e., in addition to the Wage Determination benefit).

ARTICLE 14 – SUCCESSORS AND ASSIGNS

Section 1.

Successorship obligations shall be governed by the Labor Standards for Federal Service Contracts (Title 29, Part 4 of Code of Regulations) and applicable federal labor law.

ARTICLE 15 – SEPARABILITY CLAUSE

Section 1.

The provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government Agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect

Section 2.

It is further provided that in the event any provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

ARTICLE 16 – NO STRIKE, NO LOCKOUT

Section 1.

It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer.

Any employee found guilty of participating in any strike, slowdown or work stoppage will be subject to immediate discharge.

ARTICLE 17 – FUNERAL LEAVE

Section 1.

In case of death in an employee's immediate family (i.e., spouse, mother, father, sister, brother, step children, children, grandparents, grandchildren mother-in-law, father in law), the Employer shall grant such employee up to three (3) days off with pay for attending or arranging the funeral. Proof of death shall be provided if requested by the Employer. In the event of a death in the immediate family, an employee on vacation shall be extended by two (2) days.

Section 2.

An employee may request an unpaid leave to arrange or attend the funeral of a relative who is not a member of the immediate family. The Employer will make every effort to honor the request.

ARTICLE 18 – VISITATION BY AUTHORIZED AGENTS AND STEWARDS

Section 1.

Upon advance notice to the Employer and with the Employer's permission which shall not be unreasonably withheld, an authorized agent of the Union shall have reasonable access to the Employer's premises for the purpose of investigating grievances or other legitimate business concerning matters covered by this Agreement, provided the Union agent does not interfere with the conduct of the Employer's business. If requested, such Union agent may be accompanied by an Employer representative and shall be subject to and comply with all security and access requirements of the facility.

Section 2.

- A. The Employer agrees to recognize stewards as appointed by the Union. There shall be no more than one (1) steward and alternate per shift at any one time during the life of this Agreement.

- B. The steward or alternate may assist in the investigation, presentation and settling of grievances during non-work hours, unless authorized by the Site Manager to do so during work hours. Steward or alternate shall not be discriminated against in discharging duties assigned them by the Union.
- C. Shop steward or alternate have no authority to take strike action or any other work stoppage interrupting the Employer's business.
- D. The Employer shall supply new employees with the name of the steward and alternate, and shall inform the steward or alternate and the Union of any hires, layoffs, discharges and recalls.

ARTICLE 19 – LEAVE OF ABSENCE

Section 1.

A personal leave of absence is an excused absence without pay and without loss of seniority. All personal leaves must be requested in writing, and submitted to the Site Manager. A personal leave of absence may be granted in writing by the Employer for reasonable cause. Copies shall be sent to the Union. Leave of absence may be granted up to a maximum of three (3) months. A leave of absence will not be granted for the purpose of taking jobs, except a Union position. Military leave will be granted by the Employer to employees in accordance with Federal regulations.

A leave of absence due to disability associated with pregnancy shall be granted up to a maximum of four (4) months. Employees must provide medical documentation certifying the disability period.

ARTICLE 20 – NON-DISCRIMINATION

Section 1.

The Employer and the Union will not allow any discrimination against any employee because of sex, race, color, religion, age, disability, national origin, sexual orientation, marital status, veterans and Vietnam-era veterans. Nothing in this Agreement shall be interpreted to conflict with the Employer's obligations under the Americans with Disabilities Act.

ARTICLE 21 – NOTICE OF LAYOFF

Section 1.

In the event of layoff of any full time employee exceeding sixty (60) calendar days, the Employer shall give one (1) week's advance notice of layoff or one (1) weeks pay in lieu thereof; provided that where the layoff is necessitated by a reduction or cessation of contract requirements, the Employer has received the same advanced notice from the customer.

ARTICLE 22 – PAY CHECKS

Section 1.

Errors in pay checks must be corrected within seventy-two (72) hours if possible for hours shown on time cards.

ARTICLE 23 – MANAGEMENT RIGHTS

Section 1.

The Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not previously exercised, except as expressly limited by this Agreement, and shall be under the terms and conditions herein.

Section 2.

Management functions shall include but not to be limited to the sole and exclusive right to hire, promote, layoff, assign, transfer, suspend, discharge, and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; determine the location and type of operation including the programs, methods, procedures and operations to be utilized or to discontinue their performance by the employees of the Employer in whole or in part and/or to sub-contract the same; determine and schedule when overtime shall be worked; install or remove equipment; introduce new or improved methods of operation; transfer or relocate any or all of the operations or business to any location or to discontinue such operations, by sale or otherwise, in whole or in part at any time; determine the whole duties of employees and require duties other than those normally assigned to be performed; to establish, modify and enforce policies, work rules and practices (including drug and alcohol testing).

Section 3.

The foregoing statement of the right of management are not all inclusive but are indicative of the type of matters or rights which belong to and are inherited in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any other rights or authority the Employer had when there was no Collective Bargaining Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union except those expressly limited by this Agreement.

ARTICLE 24 – SCOPE OF BARGAINING

The Employer and Union acknowledge that this Agreement constitutes the sole and entire agreement between the parties and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 25 – TERM OF AGREEMENT

This Agreement shall be effective from October 28, 2007, to October 28, 2012, and shall continue from year to year thereafter unless either party indicates a desire to modify or terminate this Agreement by serving written notice on the other party at least sixty (60) days prior to the expiration date.

TEAMSTERS LOCAL No. 542

ENCORE, DOD, LLC



David Acuna
Business Representative

Bruce Wilbur
General Manager

Date: 10/30/07

Date: 10/31/07

LETTER OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL No. 542

AND

ENCORE DOD, LLC

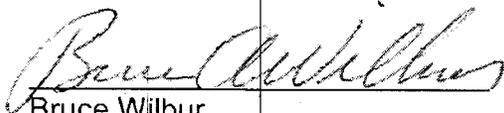
Teamsters Local No. 542 and ENCORE DOD, LLC agree that any casual employee who work sixteen (16) hours or less per month will not pay monthly dues for that month.

Casual employees who work more than sixteen (16) hours in a month shall pay one-fourth of the dues rate per day up to a maximum of monthly dues equal to two and one-half (2 ½) times the hourly rate.

Upon completion of eighty (80) hours in any one (1) month period, casual employees will pay an initiation fee to Teamsters Local No. 542.

The Employer further agrees to provide the Union with a list outlining the number of hours worked each month for each casual employee as well as any dues owed by each employee.

For the Employer:



Bruce Wilbur
General Manager

Date: 10/31/07

For the Union:



David Acuna
Business Representative

Date: 10/30/07