AGREEMENT

BETWEEN

SIERRA LOBO ENGINEERING AND TECHNICAL SERVICES,
and
TELOPHASE,
and
INTELLECTECHS, INC.
and
PINNACLE ENGINEERING AND MANAGEMENT SOLUTIONS
and
GENESIS ENGINEERING

AND

LOCAL 1501
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO, CFL

GODDARD SPACE FLIGHT CENTER
GREENBELT, MARYLAND 20771

DATED: October 1, 2015 through September 30, 2017
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AGREEMENT

THIS AGREEMENT made and entered into this 1\textsuperscript{st} day of October 2015, by and between Sierra Lobo Engineering and Technical Services, Telophase, IntellecTechs, Inc., Pinnacle Engineering and Management Solutions, and Genesis Engineering at Goddard Space Flight Center, Greenbelt, Maryland 20771, (hereinafter referred to as the “Company”) and Local 1501 of the International Brotherhood of Electrical Workers, 123 Church Lane, Cockeysville, Maryland, 21030 (hereinafter referred to as the “Union”).

In consideration of the mutual promises made herein, the parties agree as follows:
ARTICLE I
RECOGNITION

For the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, the Company recognizes the Union as the exclusive collective bargaining agent for such of the employees of Sierra Lobo Engineering and Technical Services, Telophase, IntellecTechs, Inc., Pinnacle Engineering and Management Solutions, and Genesis Engineering as are in job classifications certified by the National Labor Relations Board to be represented by the Union in Case No. 5-RC-7952 or agreed between the Company and the Union to be represented by the Union. The Company recognizes the Union as the exclusive collective bargaining agent for all employees employed on NASA Contract NNG14CR62C by the Company at its NASA, Wallops Flight Facility, Wallops Island, Virginia location, but excluding office clerical employees, professional employees (except engineers), guards and supervisors. Nothing in this clause can be in violation of any state and federal law.

SECTION 1 – AMICABLE ADJUSTMENT OF DIFFERENCES:
In the belief that all grievances or disputes that may arise between the Company and the Union or the Company and its employees, for whom the Union is the bargaining agent, can be amicably adjusted and settled, the parties have established the Grievance and Arbitration Procedures set forth in Article VI.

SECTION 2 – GUIDES IN THE ADJUSTMENT OF DIFFERENCES:
The Union recognizes that management has the right to conduct its business in all respects except as modified by the terms of this Agreement.

SECTION 3 – MEMBERSHIP:
The Company and the Union agree that there will be no interference with, restraint or coercion of employees because of membership in or non-membership in the Union.

SECTION 4 – PRINCIPLE:
The Union subscribes to the principle of a fair day's work for a fair day's pay, and agrees that it will maintain this principle and use its best efforts to effectuate it wherever possible with the employees that the Union represents.

SECTION 5 – NO DISCRIMINATION:
There shall be no discrimination by the Company or the Union against any employee or applicant for employment because of sex, race, color, national origin, creed, age, physical or mental handicap or because of being a service connected or otherwise disabled veteran or veteran of the Vietnam Era.

Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.
ARTICLE II
GENERAL PROVISIONS

SECTION 1 - AGREEMENTS:
This Contract supersedes any prior agreement between the parties. This contract expresses the full agreement of the parties, including their rights and obligations, and it is not their intention to bargain on any other items not included in the contract during the term of the contract unless mutually agreed to do so.

SECTION 2 – SEPARABILITY:
Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

SECTION 3 – WAIVER:
The waiver of any breach of any of the provisions or terms of the Agreement by either party shall not constitute a waiver of any such subsequent breach.

SECTION 4 – NOTICES TO PARTIES:
Any notice to be served under any of the provisions of this Agreement shall be deemed to be duly served on the date of mailing by registered mail, postage prepaid, return receipt requested, addressed to the party to be served as follows:

To the Company:

Sierra Lobo, Inc.
Sierra Lobo Engineering and Technical Services
11401 Hoover Road
Milan, Ohio 44846
Attn: David Hamrick, Corporate Director of Human Resources

Telophase
Arlington, VA

IntellecTechs, Inc.
Virginia Beach, VA

Pinnacle Engineering and Management Solutions
Princess Anne, MD

Genesis Engineering
Lanham, MD

To The Union:

International Brotherhood of Electrical Workers, Local #1501
c/o Mr. Fred Richards, Committee Chairman
Sierra Lobo
Goddard Space Flight Center, Code 540.5
Greenbelt, Maryland 20771

Dion F. Guthrie
Business Manager/President
Local 1501, I.B.E.W., A.F.L.-C.I.O.
123 Church Lane
Cockeysville, Maryland 21030-4903
SECTION 5 – AMENDMENT:
This Agreement may be amended or modified from time to time in writing by mutual agreement, and such amendments or modifications shall become a part of this Agreement.

SECTION 6 – PERFORMANCE REVIEWS:
Performance Reviews will be conducted every 12 months. These reviews will be taken into consideration by the company when making decisions on promotions.

SECTION 7 – ACCESS TO COMPANY POLICIES AND PROCEDURES:
Bargaining unit employees, the Union Committee Chairman, and the Business Manager/President of the Local Union will be notified and have access to Company policy and procedures which directly or indirectly govern, modify or otherwise influence their behavior, both on and off Company premises.

ARTICLE III
DURATION

SECTION 1 – TERM:
This Agreement shall take effect on October 1, 2015, unless otherwise specifically provided as to certain provisions, and shall remain in effect until September 30, 2017.

SECTION 2 – MODIFICATION OR AMENDMENT:
Not more than seventy-five (75) days nor less than sixty (60) days prior to the end of the original term hereof or prior to the end of any yearly period thereafter, as the case may be, either party may give to the other written notice of desire to terminate, modify, or amend this Agreement. Negotiations on the proposed modifications or amendments shall begin not less than forty-five (45) days prior to any anniversary date. Each party giving such notice shall endeavor to submit its proposal to the other party at least five (5) business days prior to the beginning of negotiations.

If neither party gives written notice to the other party in the time specified above to begin negotiations to modify or amend this Agreement, then this entire Agreement will be extended for a one (1) year period. If the Agreement is extended in this manner, the Company will provide a 2.5% wage increase effective the first pay period coincident with or following the commencement of the extension year. The 2.5% wage increase will be added to the hourly base rate of pay of each employee on the active payroll as of the effective date. This provision will apply to each additional year the Agreement is extended in this manner.

SECTION 3 – TERMINATION OF THIS AGREEMENT:
If a notice is given under the provisions of Section 2 above, and complete agreement upon modifications or amendments to this Agreement has not been reached by the anniversary date, then either party at any time thereafter may terminate this Agreement by giving seven (7) days advance written notice to the other.

SECTION 4 – ASSIGNABILITY:
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and in the event of merger, sale, or purchase, their successors and assigns.
ARTICLE IV
UNION SECURITY

SECTION 1 – UNION SHOP AGREEMENT:
A. All present employees covered by the terms of this Agreement shall be required to become and remain members of the Union (including financial core members) as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

B. Every person who is first hired on a job in this Unit shall, as a condition of continued employment, be a member of the Union on or after the thirtieth (30th) calendar day after the date of his hire and shall thereafter maintain his membership in the Union.

C. Any employee who is transferred to a job in this Unit and any former employee who is rehired on a job in this Unit shall be governed by the provisions of B above, with their date of transfer or rehire being considered equivalent to the date of hire referred to in B.

D. No employee shall be required to pay, while in the bargaining unit, any Union membership dues covering any period during which the employee was not in the bargaining unit as a Union member or was not an employee of the Company.

E. Additional temporary manpower required for tasks currently being performed by bargaining unit members will be obtained as follows: the Company will make a reasonable effort to hire temporary employees prior to contracting for Temporary Contract Service Agency personnel. If, after ten calendar days, the Company has been unsuccessful in hiring temporary employees, the Company may contract for Temporary Contract Service Agency personnel for exempt positions not filled by temporary employees. Such Temporary Contract Service Agency personnel shall be employed for a period not to exceed one (1) year in accordance with the provisions below and shall not be required to become members of the Union. In the event of a layoff affecting exempt Company employees, the Company will terminate its contracts for Temporary Contract Service Agency personnel, provided there are exempt Company employees in the workforce with the necessary skill and ability who are physically able to perform the work.

Temporary Contract Service Agency provisions: In cases when the Company contracts for Temporary Contract Service Agency personnel, the Company will still continue to make every reasonable effort to recruit and hire exempt Company temporary employees prior to the end of the first 45 working days. If the requirement extends beyond six (6) months, the Company may extend the temporary contract period of performance for an additional six (6) months and, during the first 45 working days of this period, the Company will again attempt to hire exempt Company temporary employees. The Company agrees that it will notify the Union in writing of the circumstances surrounding the need to retain Temporary Contract Service Agency personnel beyond the initial six (6) month period.
SECTION 2 – CHECKOFF:
A. Upon receipt of an employee's written authorization, which shall not be revocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. The Company shall deduct from such employee's wages, in accordance with this Agreement, such employee's initiation fee and Union dues or agency fee (if applicable) per pay period beginning October 1, 2015 and remit same to the duly authorized representative of the Union together with a list of the names of the employees from whose pay deductions were made.

B. The authorization shall be valid for the duration of this Collective Bargaining Agreement. Where monies have been deducted from the pay of an employee who does not owe such monies, it shall be the responsibility of such employee to obtain refund from the Local Union. The Union agrees that they shall hold the Company harmless against any and all complaints, claims, judgments or demands, that may arise out of, or in any way be related to compliance by the Company with the terms of this section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

C. IBEW-COPE Check off - The employer agrees to deduct and transmit dues to IBEW-COPE, an amount set by the employee from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee. The deductions shall occur per pay period beginning October 1, 2015. The transmittal of the check and names will be delivered to the Local Union office within the month following the month of the deduction. The check will be made payable to "IBEW-COPE."

ARTICLE V
STRIKES AND LOCKOUTS

SECTION 1 – COVENANT AGAINST LOCKOUTS:
During the term of this Agreement, the Company shall not cause, permit or engage in any lockout of its employees.

SECTION 2 – COVENANTS RESPECTING STRIKES:
During the term of this Agreement, the Local Union agrees:

A. That it will not authorize, cause, sanction, engage in or assist in any work stoppage (e.g., by concerted refusal to work overtime), slow-down, or strike against the Company.

B. That should any slow-down, work stoppage, or strike against the Company occur during the term of this Agreement, then upon written request from the Company, the Local Union will promptly declare publicly that such action is unauthorized.

C. That the Local Union will immediately take or cause to be taken all necessary affirmative action to demand, cause or require each and every member to perform the terms and conditions of this Agreement.
SECTION 3 – RIGHT TO DISCIPLINE STRIKING EMPLOYEES:
In the event that any employee shall call, engage in, sanction or assist in any unauthorized slow-down, work stoppage or strike, the Company may take whatever disciplinary action it deems appropriate, including discharge, and the degree of such disciplinary action shall not be reviewable through the grievance and arbitration procedure provided for in the Agreement; and the Company's action shall be final and binding upon the Union and its members; provided, however, that if such disciplinary action is taken by the Company, the Union may present, pursuant to the provision of Section 1 of Article VI hereof, a grievance to determine solely the fact of whether or not the individual so disciplined did call, engage in, sanction or assist in any unauthorized slow-down, work stoppage or strike against the Company. If it is determined that such individual did not call, engage in, sanction or assist in any unauthorized slow-down, work stoppage or strike against the Company, then any disciplinary action therefore taken against him for such reason shall be rescinded and the employee shall be fully reinstated with restoration of any loss of pay suffered as a result of such action.

SECTION 4 – LIMITATIONS UPON RESPONSIBILITY OF UNION:
In the event that any member or members of the Local Union shall call, engage in, sanction or assist in any unauthorized slow-down, work stoppage or strike against the Company, or shall refuse to perform services duly assigned when directed to do so by the Company, the Company agrees that it will not file or prosecute any action for damages arising out of said unauthorized slow-down, work stoppage, strike or refusal to perform services against the Local Union, its officers and representatives, or individual members, provided that the Local Union, its officers and representatives perform their obligations and responsibilities as set forth in this Article.

SECTION 5 – OTHER RIGHTS OF COMPANY NOT PRECLUDED:
Nothing in this section shall preclude any right to which the Company previously was entitled, including, but not limited to, the right to seek legal or other redress of any individual who has caused damage to, or injury to, or loss of Company/Government property. The Property Custodian will not be held liable by the Company for damage caused by others.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE
The Company will be the primary interface with the union members related to negotiations and processing grievances. The grievance procedure participants from the Company will include:

Step 1: Immediate supervisor and local HR Representative
Step 2: Senior Management and local HR Representative
Step 3: Labor Relations specialist and ETIS Program Manager

SECTION 1 – DISPUTES AS TO MEANING AND APPLICATION OF AGREEMENT:
The Grievance and Arbitration Procedure is for the exclusive use of individual employees, groups of employees, and the Union officials on behalf of such employees, where there is a dispute as to the meaning and application of the terms of this Agreement or complaints of harassment and/or discrimination. Any and all such grievances or disputes arising during the term of this Agreement shall be adjusted according to the procedure outlined in Section 2 of this Article. Decisions reached in the settlement of grievances through Step Two of the Grievance Procedure shall be applicable only to the specific grievance in question and shall not serve as a precedent for settlement of other grievances or for interpretation of the contract. Grievances concerning working conditions not specifically covered by the terms and provisions of this Agreement shall be subject to the grievance
procedure up to but not including arbitration. If the Company and the Union are unable to reach agreement in Step Three, the decision given in Step Three by the Company shall be final and binding on both parties to this Agreement.

SECTION 2 – GRIEVANCE PROCEDURE:

Step One: Within five (5) working days after an employee becomes aware of, or by reasonable diligence could have been aware of the happening of, an event which causes him to be aggrieved through alleged violation, the aggrieved employee individually or with a Union Representative, as specified in Section 6 of this Article, may present the alleged violation as a grievance to the employee's immediate supervisor. A group grievance shall first be taken up with the immediate supervisor of the group involved by the Union representative within five (5) working days after any member of the group becomes aware of, or by reasonable diligence could have become aware of, an event which causes such group of employees to be aggrieved. Presentation of any grievances shall be made only during the first hour or the last hour of the day shift, except in extreme emergencies. If the grievance is not settled satisfactorily at Step One, the Union Representative shall be permitted, upon request to the immediate supervisor and Human Resources Representative, to make an investigation to determine the advisability of appealing the alleged grievance to Step Two and to have access to the following documents in the aggrieved employee's personnel file, with the employee's consent: requisition and agreement, employment application, resume, performance reviews, salary history, disciplinary actions, commendations, and training records. The Company shall have no obligation to compensate such Union Representative(s) for time spent investigating such alleged grievances outside his normal assigned shift.

Step Two: If a grievance is not settled satisfactorily at Step One, then within ten (10) working days from the closure of Step One, the grievance may be pursued by reducing it to writing, on forms mutually agreed upon by the Company and the Union, and filing two (2) copies in the Office of the Department Manager of the department in which the grievance arose. Within four (4) working days of the receipt of such written grievance, the immediate supervisor will indicate his answer to the grievance, in writing, on one (1) copy of the form and return said copy to the Union representative.

Step Three: If a grievance is not settled satisfactorily at Step Two, then within ten (10) working days from the closure of Step Two, the grievance may be pursued by filing one (1) copy of the grievance form, containing the supervisor's answer, in the Office of Human Resources. The Union representative and the Human Resources Representative or the designated representative, together with such other representatives of the Company as the Human Resources Representative designates, shall meet at a time mutually agreed to by the parties. The Business Manager and/or the International Representative may be present at such meetings. If a meeting time cannot be mutually agreed to, the Company will submit three (3) dates, including time of day, that fall within twenty (20) working days from the closure of Step Two. These dates will be submitted within three (3) working days after the date of notification to the Human Resources Manager of the intent to pursue the grievance. The Union representative will then select one of these dates as the meeting time. The Company is not obligated to compensate any Union representative for time spent in any meeting. Regarding Wallops Flight Facility (WFF) employees, the Step Three procedure
regarding meeting may be modified by mutual agreement of both parties to accommodate logistics with the distance involved.

Step Four: If a grievance is not settled satisfactorily at Step Three, then within five (5) working days from the close of Step Three, either the Company or the Union may give written notice to the other of a desire to have such grievance adjudicated by an arbitrator. The Company will meet with the Union representative(s) within ten (10) working days after notification of the desire to proceed to arbitration to select an arbitrator, as outlined in Section 3.

SECTION 3 – ARBITRATION:
A. Representatives of the Union and the Company will meet to select an arbitrator. In the event the parties are unable to agree on an arbitrator, then either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to the parties. If the parties select an arbitrator, the arbitrator's name will be sent to the Federal Mediation and Conciliation Service. In the event the parties cannot agree on an arbitrator, its choice shall be made by the alternate strike method. The person whose name is not struck shall be named as arbitrator. The determination of who goes first shall be made by tossing a coin. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

B. The arbitrator shall have no power to alter, change or modify the terms of this Agreement.

C. The arbitrator shall render his decision within thirty (30) calendar days after the closing of the proceedings. The award shall be signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties. There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Company.

D. Regardless of the outcome of any matter submitted to arbitration, the costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fee and expenses. The costs of any additional services required by either party shall be borne by the party requesting these additional services.

SECTION 4 – GRIEVANCES NOT PROPERLY PURSUED SHALL BE WAIVED:
Any grievance not presented or processed to adjustment or arbitration as provided in this Article shall be waived. The time limitations set forth in this Article may be extended by mutual agreement in writing.

SECTION 5 – DUAL ACTIONS PROHIBITED:
This grievance procedure shall not be applicable if any individual has elected to file a cause of action upon the same subject matter in the courts or with any governmental administrative agency. This Section does not preclude an individual from first using the grievance procedure and later filing a cause of action upon the same subject matter.

SECTION 6 – REPRESENTATION:
For purposes of processing grievances, the Company shall recognize, as a maximum, two (2) of the following Union representatives to represent the individual employee or a group of employees in the case of a group grievance: Union Chairman, Chief Steward, and immediate Seniority Unit Steward. The Company agrees that the Union may change representatives involved in a grievance;
however, replacements must be selected from among the three (3) representatives listed above and
no change can be made until the completion of a Step with prior notification provided to the
Company. The Union agrees to furnish the Company with the names of representatives selected to
handle the grievance and such representatives agree to abide by the rules outlined in Article VII,
Section 2 of this Agreement.

ARTICLE VII
UNION REPRESENTATION

SECTION 1 – UNION REPRESENTATIVES AND THEIR QUALIFICATIONS:
A. Union Representatives Recognized: The Union may be represented by Stewards, Alternate
Stewards, and a Bargaining Committee, who shall have such duties, rights and privileges as
are provided for in this Agreement.

B. Notification by Union of Representatives: The Union agrees to provide the Human Resources
Representative, in writing, the names of the employees selected to act as such representatives,
and they shall not function or be recognized until such written notice of their appointment has
been received by the Company. The Company will continue to recognize such representatives
in that capacity as long as they are employed by the Company or until the Company is notified
in writing to the contrary by the Union.

C. Union Representatives to be Full-Time Productive Employees: Any employee representing
the Union in any of the capacities herein provided shall be a full-time, non-probationary
employee of the Company, with a Company employment period of at least ninety (90) calendar
days prior to taking office. Each such representative is employed to perform full-time
productive work for the Company and shall be responsible for such production on his part,
except as otherwise provided in this Article.

D. Employees of the Company, not to exceed four (4), while acting as fully appointed
representatives of the Union in meetings with the Company regarding matters open to contract
negotiation during the term of this Agreement, or in negotiation of a subsequent Agreement,
will be reimbursed by the Company as follows: the Company will pay the straight-time rate
for all hours spent in meetings which coincide with the regular eight (8) hour shift during the
normal work week, not to exceed ninety (90) hours for each representative during the term of
this Agreement.

SECTION 2 – GENERAL RULES PERTAINING TO UNION REPRESENTATIVES:
A. The recognized Union representatives listed above are subject to all Company rules regarding
the conduct of employees.

B. Union representatives shall adhere to the following procedure in investigating and processing
grievances.

1. Before performing grievance work, the Union representative shall obtain permission from
his immediate supervisor. The Union representative shall inform his supervisor of the
estimated time needed. The Union representative shall inform his supervisor when he
returns to his assigned duties. If the supervisor is not available, the Department Manager
shall be contacted. If neither is available within a short period of time, the Union
representative may leave the required information on his supervisor's phone mail providing
his grievance work does not disrupt operations.
2. When it is necessary for a Union representative to enter a department or section of a department supervised by a supervisor other than his own, the Union representative shall inform that supervisor of the purpose of his business and to whom he wishes to speak.

C. Each representative of the Union shall report to his regular place of work (1) at the commencement of his regular shift, (2) after any lunch period, and (3) immediately upon completion of any duties as a Union representative.

D. Union Representatives in Goddard Space Flight Center (GSFC) Only When Authorized: Except when specifically so authorized, Union representatives shall not be entitled to enter or remain on Company premises before or after their regular shift.

E. Procedure to Change Number of Representatives: The Company and the Union agree to meet, upon request of either party, to review the number of representatives to determine whether a greater or lesser number of Stewards than provided in this Article is necessary or to consider the reassignment of areas or zones.

F. Union Representatives to Handle Grievances Promptly: Union representatives and the Union will cooperate with the Company in reducing to a minimum the time spent in investigating, presenting and adjusting grievances as provided in this Article. The privilege of Stewards, Bargaining Committeemen and their respective Alternates to devote time during their normal working hours to the activities herein specified, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused.

SECTION 3 – COMPANY REPRESENTATIVES:
The Company shall notify the Union in writing of its designated representatives authorized to discuss grievances with Union representatives.

SECTION 4 – STEWARDS AND UNION CHAIRMAN:
A. Number and Selection: The Union shall be entitled to two (2) Chief Stewards (one (1) Chief Steward to represent hourly personnel and one (1) Chief Steward to represent exempt personnel. In addition, the Union shall be entitled to one (1) Steward for each section. In sections where Union Officers or Chief Stewards are assigned, a maximum of two is permitted. The Union may designate an Alternate for each Steward who shall act only when the representative for whom he is Alternate is absent, at which time the Alternate shall have the same duties as the representative for whom he is Alternate. Chief Stewards, Stewards and their Alternates shall be employees whose regular place of work is in the section which they represent. The Union shall be entitled to one Steward for the bargaining unit personnel at the WFF.

Right of Steward and Chairman: A Steward and/or the Union Chairman, upon request to his immediate supervisor or his designated representative and upon compliance with the procedure outlined in Section 2 of this Article shall be authorized to devote time during his normal working hours, without loss of pay, for reasonable periods to perform the following duties.

1. To present to a supervisor or his designated representative a grievance or dispute which he has been requested by an employee to present to such supervisor for adjustment.
2. After such presentation, to investigate any such grievance or dispute in his assigned area so that such grievance or dispute can be properly discussed with the supervisor or his designated representative.

3. To confer with a Union official or his Alternate with regard to a grievance. No further reason need be given by a Steward or the Union Chairman for asking for a conference with such official.

4. To attend meetings between the Company's Human Resources Office and the Bargaining Committee when notified to do so by the Company by mutual agreement between the Bargaining Committee and the Company's Human Resources Office.

B. Seniority:

1. For purposes of layoff only, the Chairman, Vice Chairman, two (2) Chief Stewards, and up to six (6) other Union Stewards shall have preferential seniority, and shall be considered the most senior employees in the bargaining unit, provided they have at least one (1) year of seniority with the Company and there is work available which they are capable of performing. The names of such Union representatives shall be furnished to the Company in writing by the Union promptly following the execution of this Agreement and whenever a change in such personnel occurs. The six (6) other Union Stewards designated to have preferential seniority shall retain this status for a minimum of one year.

2. If there is no work in their classification, they must, in order to remain employed, be able to qualify for some other job classification within their area of representation. Upon transfer, they will be paid the highest hourly rate being paid at the time in the job classification to which they have been transferred or their present rate of pay, whichever is lower.

3. When mutually agreed between Company and Union, the Union officers and Stewards shall be deemed to hold seniority for shift preference purposes over all employees within their area of representation when the exercise of such seniority is for the purpose of assuring employee representation.
SECTION 5 – BULLETIN BOARDS:
A. Number and Use of Boards: The Company shall erect and maintain bulletin boards bearing a section designated "Local 1501, I.B.E.W. Bulletin Board." Such boards may be used by the Union for posting notices approved by the Union and the Human Resources Representative and restricted to:

1. Notices of Union Recreational and Social Affairs.
3. Notices of Union Appointments and Results of Union Elections.
5. Such other notices as may be mutually agreed to.

B. Subject to NASA approval, the number of bulletin boards shall be seven (7). Any change in the number or the locations of such bulletin boards shall be decided by a duly authorized Union Officer and the Human Resources Representative, subject to NASA approval.

Subject to NASA Procedural Requirements regarding personal use of government office equipment including IT, NASA provided e-mail may be used in accordance with the limitations noted in paragraph A of this section.

C. Restriction Against Pamphlets: There shall be no distribution by employees or by the Union of notices, pamphlets, advertisements, political matter or other literature of any kind on Company time.

There shall be no posting by employees or by the Union of notices, pamphlets, advertisements, political matter, or other literature of any kind on Company property other than as provided in this section.

ARTICLE VIII
SENIORITY SYSTEM

SECTION 1 – PURPOSE:
This Article establishes a seniority system as a basis for the orderly and consistent handling of promotions, layoffs, recalls, and assignment changes.

Temporary reassignment of any employee for 60 continuous workdays or less will be offered on the basis of seniority, when qualifications are not the determining factor and such reassignment would not impair work schedules or the Company’s capability of responding to job requirements.

SECTION 2 – DEFINITION:
A. Seniority is defined as the length of an employee's continuous service in job classifications covered by this Agreement, except as provided for in Sections 3E and 3F of this Article.

1. For regular employees at the time of signing of this contract, it begins with the most recent starting date of actual employment with the Mechanical Systems Division of NASA's GSFC or the Company, whichever is earlier, and continues for the duration of unbroken service. For new employees, seniority dates from the time of hire with the Company and continues for the duration of unbroken service, except that seniority will not begin to be accumulated until the successful completion of a probationary period, which shall be the first ninety (90) calendar days of continuous service. Upon successful completion of the
initial probationary period, seniority is counted from the most recent date of actual employment with the Company and accumulates for the duration of unbroken service. During the initial probationary period, the Company retains the right to lay off, terminate, transfer, reassign or discipline employees without recourse by them to the grievance procedure. Seniority will be locality-based. Employees stationed at WFF will have and accrue seniority based on their time at WFF. This seniority is not transferable from WFF to Greenbelt. In the case of transfers, the seniority accrued at WFF remains in effect for the duration of one's employment and can be used to bump back to WFF. The seniority provision pertaining to WFF bargaining unit personnel in no way affects seniority provisions now in effect at the Greenbelt Facility.

2. A temporary employee is one employed for a period not to exceed thirty (30) calendar days. A temporary employee will not accrue seniority status, nor will he be required to become a member of the Union. Exception: A temporary employee who acquires regular status without a break in employment will then have seniority established from the most recent date of starting work as a temporary employee, after satisfactorily completing the prescribed probationary period as outlined above, and Article IV, Section 1, B. will apply. Full-time students and professional teachers, employed as summer help for a period not to exceed 90 calendar days between May 1 and September 30, shall not be subject to Article IV, Section 1 (Union Shop Agreement) of this Agreement, and will not accrue seniority status.

B. An employee rehired after termination will be hired as a new employee and will start a new seniority record.

C. Seniority shall be acquired and applied to the employee's job classification within the occupational seniority unit to which he is permanently assigned. Occupational seniority units are the major segments of the Company's organizational structure and contain groups of jobs which require the application of substantially similar skills, training or experience, or are a normal sequence of advancements. A given occupational seniority unit may include jobs in several organizational groups, classifications and pay levels.

D. In case two (2) or more employees are hired the same day, their seniority rank will be determined by date of birth, with the oldest being the most senior.
SECTION 3 - APPLICATION OF SENIORITY:

A. Seniority will be accrued during authorized Leaves of Absence, vacations, and periods of layoff until recall rights are terminated or expire, as provided in Section 3B.

B. Seniority shall be accumulated continuously unless lost for any of the following reasons in which the employee:

1. Resigns or quits for any reason, or is disabled for a period of eighteen (18) continuous calendar months. Employment is then terminated.
2. Is discharged for just cause.
3. Does not report for work within three (3) days after the expiration of an authorized Leave of Absence, vacation, etc., and fails to secure authorized extension of such Leave after its expiration. In this event, he will be considered to have voluntarily resigned.
4. Fails to notify the Company of the acceptance of recall (as set forth in this Article) by registered letter, return receipt requested, or personal visit to the Human Resources Office within three (3) working days after receipt of notice to report to work and/or does not report to work within two (2) weeks of the time specified in the recall notice. In such events, he will be considered to have voluntarily resigned. "Receipt of Notice" shall mean the date of delivery of a written, registered notice to the address last reported in writing to the Company. Such reporting date may be extended at the Company's discretion. The Company will be entitled to rely on the last address of an employee as shown in Company records. It is the employee's responsibility to notify the Company promptly of any change of address and telephone number and accept a receipt therefore. In case of a dispute, the employee must produce his receipt of notice of change of address, and failure to produce such receipt will result in no financial obligation on the part of the Company for any loss of wages to the employee.
5. Is continuously on layoff from the Company for a period of time equal to his continuous length of service at the time of layoff or eighteen (18) calendar months, whichever is shorter. In this event, recall rights are exhausted and the employee is terminated. He will be given preferential consideration as a new hire.
6. Does not return to work after military service within the limit specified by law. In this event, recall rights are exhausted and the employee is considered to have voluntarily resigned.
7. Is absent without authorization for three (3) consecutive working days. In such event, the employee is considered to have voluntarily resigned.

C. Upon completing the initial probationary period with the Company, each employee shall establish seniority in the occupational unit in which he is then working from the date of most recent hire. The employee shall continue to accumulate seniority in that unit in accordance with his continuous service in that unit.

D. After having established seniority in an occupational unit, if transferred to a different occupational unit, the employee shall continue to accumulate seniority in his former unit for a period of ninety (90) calendar days. If the employee remains in the different occupational unit beyond ninety (90) calendar days, his seniority shall be transferred from the former occupational unit and accredited as seniority time in the new occupational unit.
E. An employee who is transferred to a job outside the collective bargaining agreement may voluntarily remain in the bargaining unit and shall retain and accumulate seniority. If such employee is transferred back to the bargaining unit prior to the expiration of one (1) year, he will be returned to his last held job classification and occupational seniority unit, provided that he has sufficient seniority to entitle him to that position. In the event he has insufficient seniority to reassemble that position, he may exercise his accumulated seniority in accordance with this Article. The Company will notify the Union three (3) working days prior to the effective date of any such transfer. Employees not remaining in the bargaining unit terminate their seniority on the effective day of the transfer.

F. An employee elected or appointed to a local Union office, which requires his full-time and is compensated by the Union, will retain and accumulate seniority for a maximum of one (1) year from the date of election or appointment to such Union office. If such employee is transferred back to the bargaining unit prior to the expiration of one (1) year, he will be returned to his last held job classification and occupational seniority unit, provided that he has sufficient seniority to entitle him to that position. In the event that he has insufficient seniority to reassume that position, he may exercise his accumulated seniority in accordance with this Article. The Union will notify the Company thirty (30) days prior to the anticipated return date of the employee.

G. Notwithstanding any other provision of this Agreement, the parties agree that the Company, in its sole discretion, may take whatever actions it deems appropriate to comply with the provisions of the Americans With Disabilities Act.

H. Any employee included within this Agreement who has temporarily been wholly or partially incapacitated for his regular work by compensable injury or occupational disease while in the employ of the Company may, while thus temporarily incapacitated, be employed in other work which he can do without regard to other seniority provisions of this Agreement. If the disability is permanent, such as not to permit him to return to and perform the duties of his regular work, his seniority shall be transferred to his new job occupation, provided he does not displace someone who is more senior.

I. It is recognized that it is necessary to maintain in each occupation by shift a sufficient number of qualified employees to maintain work schedules and operations. However, the principle of seniority will be one of the factors considered in effecting shift assignments or transfers. In recognition of rotating team shift assignments, two (2) comparably qualified employees may exchange shift assignments when mutually agreed to by the employees concerned and with the concurrence and approval of the immediate supervisor.

When a shift change is required during the regular work week and qualifications are not the determining factor, such change will be offered on the basis of seniority of the employees on the applicable shift from which the employee is selected, whenever it is possible or reasonable to do so.

J. Where unusual ability or skills are required, the Company may employ or retain personnel without regard to seniority. Upon written request from the Union, the Union will be provided the Company's requirements in writing within five (5) working days after employees receive notice of layoff, and shall have the right to invoke the grievance and arbitration clause.

SECTION 4 - SENIORITY GROUPS:
A. All permanent hourly and salary job classifications will be assigned to occupational seniority units.

B. The following is a current list of the occupational seniority units:

Occupational Seniority Unit 1
(Technicians: Environmental Test, Integration, Precision Assembly, Optics, Thermal Blankets, Cables, Recertification, Planning / Integration & Assembly Support, Machining, Maintenance, Contamination Control, Plating)

Occupational Seniority Unit 2
(Professionals)

Occupational Seniority Unit 3
(Janitors)

Occupational Seniority Unit 4
(WFF non-exempt)

Occupational Seniority Unit 5
(WFF exempt)

The Company will be required to post a notice of any change in the list of occupational seniority units no later than three (3) days prior to the effective date of such change. Any such change will be discussed with the Union at least two (2) days prior to the posting.

SECTION 5 – JOB OPENINGS-SELECTION PROCEDURE:

A. All job openings will be filled on the basis of qualifications and seniority. Every reasonable effort will be made to fill jobs by promoting from within the Company. Job openings, including the job qualifications and job requirements, will be posted on the bulletin boards by the Company. The Business Manager/President of the Union will be sent a copy of the job posting notice at posting time. All employee applicants must complete an internal application and submit it to the Human Resources Office within six (6) working days from the date of posting. Employees who do not submit an internal application within the time limit need not be considered for the opening. If an employee applies and is selected to fill a posted job opening, he may not apply for any other job opening for 12 consecutive months after the date of his promotion and/or transfer, except with the consent of management.

B. Job openings will be filled by current employees or those who are on layoff and who are qualified and physically capable of performing the job.

1. In determining the individual's qualifications, the supervisor of the department in which the opening occurs shall consider the candidate's demonstrated skill and ability, past experience, education, training and adherence to work rules. He may use his own, as well as other supervisors' evaluations on the individual's past and present performance; the employment application form; the results of a personal interview with the individual; periodic review records. He may use appropriate written, oral or work sample tests when required to comply with NASA or federal regulations.

2. When a question is raised by the Union relative to the comparative qualifications of the individual selected, the appropriate Chief Steward may have access to the records used in making the selection.
C. Employees who are candidates for the position and those on layoff will be considered for the job in the following sequence:

1. First consideration will be given to qualified employees working in, or on layoff from, the occupational seniority unit in which the job exists on the basis of their qualifications and seniority. Where qualifications as defined in 5B.1 above are the same, the qualified employee with the greatest seniority will be selected.

2. Then, qualified employees working in other occupational seniority units and on layoff from other occupational seniority units will be considered to fill the job openings on the basis of qualifications. Where qualifications as defined in 5B.1 above are the same, the qualified employee with the greatest seniority will be selected.

D. When openings occur for which there is no qualified employee, openings shall be filled by hiring new employees.

E. If such promoted or reclassified employee fails to perform satisfactorily at any time during the initial 90 calendar day period, he shall be returned to the job classification held immediately prior to the change and, for a period of one year, he shall not be permitted to apply for a job opening in the same or higher classification which involves the same type of work that he failed to perform satisfactorily. If his return results in an overstuffed condition, the normal layoff procedure will be followed.

SECTION 6 – LAYOFF:
A. When it becomes necessary to reduce the number of employees in a job classification in an occupational seniority unit, and it is determined that skill and ability, past experience, education, training and adherence to work rules are equal, seniority shall then be the determining factor.

1. An employee with three (3) or more years of seniority, who becomes subject to layoff, may displace in his classification a less senior employee in another seniority unit. If he has insufficient seniority to displace in his classification, first he may elect to be downgraded to any lower job classification (not to exceed two levels below the current job classification) in the normal line of progression or then to any previously held job classification since July 1, 1971, providing there are less senior employees in the job classification and he has the necessary skill and ability and is physically able to perform the work.

2. An employee with less than three (3) years of seniority, who becomes subject to layoff, may elect first to be downgraded to any lower job classification (not to exceed two levels below the current job classification) in the normal line of progression within his occupational seniority unit or then to any previously held job classification since July 1, 1971, providing there are less senior employees in the classification and he has the necessary skill and ability and is physically able to perform the work.

3. In lieu of downgrading, the employee may elect layoff from his job classification.

4. When an employee accepts a downgrade, he will be paid the average rate paid to employees in the new lower classification as determined by Human Resources.
B. Temporary employees and employees on their first probationary period who are displaced will be terminated.

C. When notice is given, the Company will give employees fifteen (15) working days notice before being laid off. When notice is not given, a minimum of ten (10) working days pay in lieu thereof will be given to employees who are to be laid off and are at work to receive such notice.

D. To avoid confusion and interference with effective facility operations, seniority provisions shall not be applicable to any of the following reductions in the work force which are considered by the Company to be of a temporary nature and which result from breakdown, shortages of material, fire, power failure or causes of a like nature.

1. Release from work for the balance of a shift.
2. Reductions lasting five workdays or less.

In all such cases, it is recognized that little or no notice can be given and, therefore, the provisions of paragraphs A, B, and C above shall not apply.

SECTION 7 – RECALL:
A. Employees on layoff will have their names maintained on the recall list for a period of time equal to their length of service at the time of layoff or eighteen (18) calendar months, whichever is shorter.

B. When job openings occur as set forth in Section 5, employees on layoff will be considered for recall based on their qualifications and seniority.

C. Employees may be recalled from layoff to a lower, same, or higher labor grade from which laid off, if qualified as set forth in the selection procedure, Section 5.

D. If an employee on layoff refuses recall to any job classification at the same grade level or one grade level above or below his former position from which he was laid off, he will lose all recall rights and be considered to have voluntarily resigned. Conversely, if an employee refuses a job more than one grade higher or lower than his former position, a temporary job, or a job in a different occupational seniority unit than the one from which he was laid off, he will not lose his recall rights. Employees on layoff will not be offered jobs at, or below, a grade level of those once refused at the time of, or during, such layoff.

SECTION 8 – LAYOFF SEVERANCE PAY:
A. In the event of layoff of a bargaining unit employee with over three (3) years seniority, the employee will receive severance pay according to the following schedule. No layoff severance pay is due or payable until the employee has been on layoff for 30 consecutive calendar days. No employee shall receive severance pay when the layoff is due to causes beyond the control of the Company such as, but not limited to, the following examples: fire, flood, explosion, bombing.
B. In the event of a layoff, a senior employee has the option to volunteer for layoff to inactive status and agrees to forego recall rights as specified in Article VIII, Section 7 A-D. The Company has the right of refusal based on operational needs. The Company will not challenge the unemployment compensation application of employees who accept voluntary layoff.

C. Severance Pay Schedule

<table>
<thead>
<tr>
<th>Years</th>
<th>Total Compensation</th>
</tr>
</thead>
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<tr>
<td>3-7</td>
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</tr>
<tr>
<td>8-11</td>
<td>$4,000 plus (2)months addition medical</td>
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<td>12-15</td>
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</tr>
<tr>
<td>22+</td>
<td>$20,000 plus (2)months addition medical</td>
</tr>
</tbody>
</table>

**ARTICLE IX**

**EXCUSED ABSENCE AND LEAVES OF ABSENCE**

**SECTION 1 – DEFINITIONS:**

A. The term Excused Absence shall mean time off from work, without pay, not in excess of five (5) workdays per year. An Excused Absence may be granted by an employee's supervisor.

B. Leave or Leave of Absence shall mean time off, without pay, in excess of five (5) workdays per year. A Leave of Absence may be authorized by an employee's Supervisor, Program Manager, and the Human Resources Manager. Leaves may be granted only to regular employees who have completed their initial probationary period.

C. Family and Medical Leave (FMLA)

1. Employees may utilize FMLA for one or more of the following qualified events:
   A. To care for a new child, whether for the birth of a son or daughter, or for the adoption or placement of a child in foster care;
   B. To care for a seriously-ill family member (spouse, child or parent);
   C. To recover from a worker’s own serious illness;
   D. To care for an injured service member in the family; or
   E. To address qualifying exigencies arising out of a family member’s deployment.

2. The FMLA further guarantees the following rights to eligible workers:
   - Restoration to the same position upon return to work. If the same position is unavailable, the employer must provide the worker with a position that is substantially equal in pay, benefits, and responsibility.
   - Protection of employee benefits while on leave. An employee is entitled to reinstatement of all benefits to which the employee was entitled before going on leave.
   - Protection of the employee to not have their rights under the Act interfered with or denied by an employer.
   - Protection of the employee from retaliation by an employer for exercising rights under the Act.
An eligible employee is one who has been employed for at least 12 months and has worked at least 1250 hours during the previous 12-month period. For purposes of applying the FMLA period, the 12-month period is defined as the 12 months prior to beginning date of the employee’s qualifying leave. The FMLA applies to a total of 12 week of unpaid leave, annually. For example, any leave under the FMLA may, at the employee’s discretion, draw upon any applicable leave benefits. However, once the 12 weeks have been used, the company has met its obligation under the law. Notwithstanding any other provision of this Agreement, the parties agree that the company may take whatever actions it deems appropriate to comply with the FMLA. The FMLA also provides unpaid leave for up to 26 weeks to care for a wounded military family member.

SECTION 2 – EXCUSED ABSENCES:
Excused absences of necessary duration, not over five (5) workdays per year, may be granted by supervisors for illness, marriage, accident, or critical illness of the employee, his spouse, children, parents, or other relatives living together with the employee as a family unit, graduation of an employee’s children from institutions of college level, important legal, religious or civic duties and obligations of the employee. Other legitimate personal reasons may be accepted for approved absence subject to approval of the Program Manager. The nature of the reason and the time required must be reasonably substantiated in advance by the employee as necessary and appropriate to the request.

SECTION 3 – LEAVES OF ABSENCE:
A. Union Business Leave: Election or appointment to an office of the Union shall be considered good and sufficient reason for obtaining a leave of absence. Such employee or employees shall be given, upon written request from the President of the Local Union, a leave of absence for a period of one (1) year, which leave shall be extended for the period of time the employee occupies such office. The privilege granted in this section shall be available to not more than one (1) employee at any one time.

Upon the return of an employee who has been granted a leave of absence to conduct Union business, he shall be re-employed at work the same as, or general similar to, that in which he was engaged in immediately prior to his leave of absence, at the current rate of pay for the job for which he is re-employed, provided his seniority standing at the time is such that, under the provisions governing seniority, he is entitled to reinstatement and provided he is qualified to perform the duties of the available job.

Each year of this contract, the Company agrees to allow one Employee a year’s unpaid leave of absence to serve as a full time Union officer, during which he will continue all non-contributory benefits. However, 401(k) deferrals and matches are not available to Employees on a leave of absence. Contributory benefits, such as medical, may be continued if said Employee makes the proper payments to the COBRA Administrator. The monthly premiums and period of continuance will be in accordance with COBRA mandates. Upon leaving office as a full time Union officer the Company agrees to return this Employee to work in his former job classification and all seniority accumulated while in office will be added to the seniority he had prior to his leave of absence.

B. Medical Leaves:

1. No employee shall be discharged because of or on account of an industrial illness or industrial injury.
2. An employee who must be absent for an extended period due to pregnancy or a non-industrial illness or injury shall be granted, upon presentation of a written request and sufficient medical evidence, a leave of absence not to exceed a period of six months.

All employees whose health and job performance are not impaired and who have the written approval of a physician may work until determination is made by the physician that leave for pregnancy reasons is necessary.

Because of OSHA requirements and Company concern for the health and safety of all employees, proof of capacity to work will be required from a personal physician in cases where employees are performing under a potential disability, such as employees who have returned from a serious disability or are approaching the completion of their pregnancy.

3. Extension of leave for illness or injury shall, for good cause, be granted upon written request to the Human Resources Representative for a period not to exceed two (2) years from the beginning date of the original leave. Such written request from the employee must be accompanied by a written statement from the employee's personal physician citing the reasons for requesting the extension.

C. Leave for Training or Service in the Armed Forces:

1. Leave for training or service in the United States Armed Forces will be granted upon presentation of orders or official notification of induction. Placement rights of employees returning from active duty shall be those specified by law for veterans and reservists at the time.

2. The Company is obligated to reinstate employee veterans who have satisfactorily finished military service who apply within ninety (90) calendar days of their discharge. Reinstatement must be at least to former positions or ones of equal pay, seniority and status.

3. Employees who enlist directly in the Ready Reserve for required training of up to six months are entitled to reinstatement if they apply for reemployment within thirty-one (31) calendar days of release from military duty.

4. Reservist-employees called for short periods of training, and employees who are rejected by the military after going on leave of absence from employment, must be reinstated if they report to work at the start of their next regularly scheduled work week after military release.
SECTION 4 – GENERAL PROVISIONS:
A. Paid Absence Allowances must be depleted before requesting Excused Absence or Leave of Absence (excluding FMLA). An exception to this requirement may be granted by the Program Manager, upon presentation of a written request and supporting documentation, for any day or days for which an employee receives compensation from a non-work (or non-Company) related source, not to exceed 15 workdays per year. Except for illness or emergency, or a qualifying leave under FMLA or other applicable law, leave or excused absence may be denied if production would be seriously curtailed by granting it either because of staffing problems or because of the nature of the work involved. Except for military service, Union business and pregnancy, leaves are granted for not over thirty (30) continuous workdays. Such leaves may be renewed twice to allow a maximum continuous leave time of not over ninety (90) workdays. Exceptions to the ninety (90) day limit may be made by the Human Resources Representative.

B. Employees returning from leave of over thirty (30) workdays will be:
   1. Returned to their former position if it is still vacant.
   2. Placed on a job, selected by the Company, at a level equal to their previous job level, or
   3. Displace another employee in accordance with the Seniority System Layoff and Recall procedure, if 1 or 2 are not possible.

Employees returning from leave of not over thirty (30) workdays will return to their former position.

C. For Leaves of Absence over thirty (30) workdays, employees must notify the Human Resources Office three (3) workdays prior to the date of scheduled return to work from leave of their intention to return to work.

D. Employees who become displaced or subject to layoff while on leave will remain on leave status for the duration of the authorized leave and be placed on layoff status at the end of the leave.

E. Employees who become self-employed or accept employment elsewhere during absence or leave shall be considered to have voluntarily resigned.

F. Employees who fail to return from absence or leave within five (5) consecutive workdays after expiration of absence or leave, or authorized extensions of the same shall be considered to have terminated their employment. Employees are not paid during absence or leave except as may elsewhere be specifically written.

G. Seniority shall accumulate during leave of absence. Promotion or other opportunities missed by employees absent or on leave are not subject to reopening or retroactive application except at the convenience of the Company.

H. An employee who is granted a leave of absence will be required to return his badge and other Company property assigned to him.

I. No employee shall be granted a leave of absence for the purpose of accepting other employment or of engaging in any gainful occupation, and any leave of absence granted under any of the provisions of this Article shall automatically terminate if such employee, while on
leave, accepts employment or engages in other gainful work without the knowledge and approval of the Company. Employees are not entitled to leave of absence during their probationary period.

J. Any employee returning from a leave of absence because of illness or injury may, at the time of such return, be re-examined by the Company's authorized physician to determine whether the employee has recovered sufficiently to perform his job.

K. In the event the employee is incapable of performing the work of his former job classification, he shall be assigned such employment as he is capable of performing at the existing rate applicable to the type of work to which he is assigned and to which he may be entitled under the provisions of the Seniority System, Article VIII.

ARTICLE X
WAGES

SECTION 1 – GENERAL:
A. The organization, methods and classification of work shall be the responsibility of the Company. Job classification rate ranges, as agreed upon by the Company and the Union, shall be printed in this Agreement.

B. When new jobs are established by the Company or duties of jobs are changed, the Company will classify or reclassify such jobs and pay them in accordance with the agreed upon wage structure. Notification of same will be provided to the Union and the Business Manager/President of this Local Union 1501. The Union may discuss any new jobs or job changes with the Company. The Company, however, reserves the right to put the new jobs or job changes into effect, subject of course to use of the Grievance and Arbitration Procedure by employees who may be aggrieved. If there are such cases which are taken into arbitration, the arbitrator may only determine if the classification made of the job or jobs in question is consistent with the method and judgment applied in classifying other jobs. Any pay adjustment appropriate to any reclassification of jobs made by the arbitrator shall be retroactive to the date the new or changed classifications were put into effect.

SECTION 2 - GENERAL INCREASE:
1. Effective the first pay period coincident with or next following October 1, 2015, a 2% increase will be added to the hourly base rate of pay for each employee on the active payroll as of the effective date.

2. Effective the first pay period coincident with or next following October 1, 2016, a 2.5% increase will be added to the hourly base rate of pay for each employee on the active payroll as of the effective date.
SECTION 3 – RATE RANGES:
The Company and the Union have agreed upon the Job Classification Rate Ranges, which follow. For the yearly periods 10/15-10/17, and 10/16-10/17 the rate ranges reflect a 2% increase in the minimum and a 2.5% increase in the maximum.

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ARTICLE XI
HOURS OF WORK AND PREMIUM PAY

SECTION 1 – PURPOSE:
A. The provisions of this Article are intended only to provide the basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates, and shall not be construed as a guarantee to such employees of any specified number of hours of work, either per day or per week, or as limiting the right of the Company to fix the number of hours of work (including overtime) either per day or per week for such employees.

B. The pay period consists of 14 days beginning on Saturday and ending on Friday. Employees shall be paid biweekly.

SECTION 2 – WORK WEEK:
A. The regular workweek shall not exceed forty (40) hours, consisting of five (5) occurring between Monday through Friday. The two days off during the regular work week shall be consecutive and shall be Saturday and Sunday.

B. At present, the normal shift starting and ending times are as follows:

- First Shift: 7:30 A.M. to 4:00 P.M.
- Second Shift: 3:30 P.M. to 12:00 A.M.
- Third Shift: 11:30 P.M. to 8:00 A.M.

Employees not involved in shift operations shall work the hours of 7:30 A.M. to 4:00 P.M.

C. Up to four (4) additional hours temporarily added to the beginning or end of an employee's current eight (8) hour shift do not constitute a shift change.
SECTION 3 – WORKDAY:
The workday shall be any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift.

SECTION 4 - SHIFT HOURS AND DIFFERENTIAL:
A. Beginning shift periods are defined, for shift differential purposes, as follows:

<table>
<thead>
<tr>
<th>Work Begins On or Between</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>3:30 A.M. to 11:29 A.M.</td>
<td>First</td>
</tr>
<tr>
<td>11:30 A.M. to 7:29 P.M.</td>
<td>Second</td>
</tr>
<tr>
<td>7:30 P.M. to 3:29 A.M.</td>
<td>Third</td>
</tr>
</tbody>
</table>

B. All employees who work the second or third shift shall be paid a shift differential of ten percent (10%) of their current hourly rate for all hours worked on such shift.

SECTION 5 – OVERTIME PAY:
A. Non-exempt employees will be paid overtime pay as follows:

1. Time and one-half will be paid for time worked over forty (40) hours per workweek.
2. Time and one-half will be paid for all hours worked on Saturday and Sunday (all paid time is considered time worked).

B. Salaried-exempt employees will be eligible for extended workweek compensation in accordance with the following schedule:

1. Time and one-half will be paid for all hours worked over forty (40) in one workweek for those whose classifications are Engineer I, Engineer II, or equivalent.
2. The equivalent straight-time hourly rate plus 33.3% per hour will be paid for all hours worked over forty (40) in one workweek for those whose classifications are Engineer III, Engineer IV, or equivalent.
3. The equivalent straight-time hourly rate will be paid for all hours worked in excess of forty (40) in one workweek for those whose classifications are Engineer V or equivalent and above.

C. All employees required to work on a Company-celebrated holiday will receive the appropriate overtime rate for hours worked according to A and B of this Section, in addition to their straight-time rate of eight (8) hours, plus shift differential, if any.

SECTION 6 – INCOMPLETE DAY'S WORK:
Any employee called to work by an authorized representative of the Company or permitted to come to work without having been properly notified that there will be no work, shall be given at least four (4) hours work or, if no work is assigned, four (4) hours pay, except that if work is unavailable as the result of causes beyond the control of the management, the Company shall not be so obligated.
SECTION 7 – REPORT TIME PAY:
A. Any employee scheduled to report to work, and so reporting, shall be given a minimum of four (4) hours work or four (4) hours pay (including a shift differential, if any) at the rate he would have received had he worked that day.

B. When notice not to report on his next regularly scheduled work shift has not been given prior to the end of his regular shift, he shall be considered as ordered to report. This notice shall not be required in cases of emergency shutdown arising out of a condition beyond the Company's control. In the event notice is given by or at the end of the shift, any employee who has left the facility prior to the time notice was given or who was absent the entire shift shall not receive report time pay if he reports to work at his next regularly scheduled shift by reasons of not having received such notice.

C. When notice not to report on a scheduled overtime shift has not been given prior to 16 hours before the scheduled overtime shift, he shall be considered as ordered to report. This notice shall not be required in cases of emergency shutdown arising out of a condition beyond the Company's control.

SECTION 8 - CALL-BACK PAY:
If an hourly rated employee, after completion of his regular shift, is called back to the facility in case of emergency or special work assignment of less than four (4) hours, he shall receive four (4) hours work or four (4) hours pay at his regular straight-time hourly rate or pay for the actual hours worked, whichever is greater.

SECTION 9 – “ON CALL” PAY
A. Active Response “On Call” Pay: Employees who are required and assigned by Company management to respond to a page or call and if required, report to work within one (1) hour, will be paid $300 per week.

B. Consultation/Coordination “On Call” Pay: Employees who are obligated and assigned by Company management to respond to calls within one (1) hour and provide consultation or coordination over the phone. If equipped with remote access to GSFC facilities (computer/phone access), they may use those facilities to resolve call related issues. Employees obligated and assigned to such call will be paid $250 per week.

SECTION 10 – OVERTIME SCHEDULING AND EQUALIZATION:
A. Overtime will be distributed as equally as possible among personnel qualified to perform the work. Attempts will be made to initially fulfill overtime requirements on a voluntary basis based on skill and ability. If there are insufficient qualified volunteers available to perform the work, personnel qualified and low in overtime will be directed and required to work. The option of when an employee is needed for overtime lies with the Company. Employees who are permanently assigned to the group will be given first preference for overtime.

B. Records will be maintained on the overtime for each employee. The listing will include a breakdown by employee of the total overtime hours worked within the previous twelve (12) month period, as well as the average overtime for the group.

New employees will be credited with the average overtime of the group of permanent assignment, recorded as of the new employee's hire date or transfer date.
Overtime worked during a period of cross-utilization or temporary transfer will be included with overtime worked in the place of permanent assignment. The cumulative records will be maintained on an annual basis.

SECTION 11 – TRAVEL PAY:
Effective with ratification of this Agreement, exempt employees, as well as hourly employees, will be paid a Travel Pay Differential of five percent (5%) for regular straight-time hours worked while on travel for launch or customer - site support over five (5) consecutive calendar days, but less than sixty (60) consecutive calendar days, including portal to portal air travel time. Excluded is travel to attend seminars, present papers, obtain training or certifications, etc.

The following pay practices will apply to extended travel so isolated that employees are effectively retained on board the vehicle for both lodging and meals; e.g., barge, ship, trailer. Bargaining unit hourly personnel will receive 15.5 hours pay for the first eight hours worked, and double-time for any hours worked over eight hours per 24-hour day. Bargaining unit exempt personnel will receive 65 hours pay for the first 40 hours worked and overtime pay in accordance with Article XI, Section 5.B. for any hours worked over 40 hours in one work week.

ARTICLE XII
VACATIONS

SECTION 1 – DEFINITIONS:
The Employee Year is the 12-month period beginning with the employee’s official employment date or anniversary thereof and ending on the next anniversary.

The Vacation Anniversary Date is the date of hire or rehire; however, the Vacation Anniversary Date may differ from the employee's seniority date. The Vacation Anniversary Date is adjusted by the Payroll organization for the number of days of unpaid absence in excess of thirty (30) working days in one anniversary year. Layoff and subsequent recall also affect the Vacation Anniversary Date.

SECTION 2 – VACATION ELIGIBILITY AND ALLOWANCE:
A. Regular full-time and part-time employees, as well as temporary employees whose employment is expected to exceed three (3) months, will accrue annual vacation leave on the basis of paid regular hours (to a maximum of 40 hours per week) recorded and approved on Timesheets. Regular part-time employees accrue proportionate annual vacation leave on the same basis. The total vacation allowance available is based on 2080 straight-time hours paid.

B. New hires and rehires without seniority are eligible for an allowance of eighty (80) hours vacation with pay accrued on the basis of .0385 hours for each straight-time hour paid up to the eighty (80) hour vacation allowance maximum.

C. Following the first year of continuous service, all employees will accrue an 88-hour vacation allowance on the basis of .0424 hours for each straight-time hour paid.

D. All employees will accrue eight (8) hours additional vacation allowance each anniversary year following the completion of two (2) years continuous service up to the completion of five (5) years continuous service.

E. All employees will accrue eight (8) hours additional vacation allowance every other
anniversary year following the completion of seven (7) years continuous service up to the completion of nineteen (19) years continuous service.

F. The following table depicts the vacation eligibility and allowance defined in Section 2, A. through E.

<table>
<thead>
<tr>
<th>Length of Continuous Service Following the Completion Of:</th>
<th>Vacation Hours</th>
<th>Allowance Days</th>
<th>Accrual for Each Straight-Time Hour Paid</th>
<th>Max per 80 hour pay period</th>
<th>Beginning in Vacation Anniversary Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 year</td>
<td>80</td>
<td>10</td>
<td>.0385</td>
<td>3.080</td>
<td>1st year</td>
</tr>
<tr>
<td>1 year</td>
<td>88</td>
<td>11</td>
<td>.0424</td>
<td>3.392</td>
<td>2nd</td>
</tr>
<tr>
<td>2 years</td>
<td>96</td>
<td>12</td>
<td>.0462</td>
<td>3.696</td>
<td>3rd</td>
</tr>
<tr>
<td>3 years</td>
<td>104</td>
<td>13</td>
<td>.0500</td>
<td>4.000</td>
<td>4th</td>
</tr>
<tr>
<td>4 years</td>
<td>112</td>
<td>14</td>
<td>.0539</td>
<td>4.312</td>
<td>5th</td>
</tr>
<tr>
<td>5 years</td>
<td>120</td>
<td>15</td>
<td>.0577</td>
<td>4.616</td>
<td>6th</td>
</tr>
<tr>
<td>7 years</td>
<td>128</td>
<td>16</td>
<td>.0616</td>
<td>4.928</td>
<td>8th</td>
</tr>
<tr>
<td>9 years</td>
<td>136</td>
<td>17</td>
<td>.0654</td>
<td>5.232</td>
<td>10th</td>
</tr>
<tr>
<td>11 years</td>
<td>144</td>
<td>18</td>
<td>.0693</td>
<td>5.544</td>
<td>12th</td>
</tr>
<tr>
<td>13 years</td>
<td>152</td>
<td>19</td>
<td>.0731</td>
<td>5.848</td>
<td>14th</td>
</tr>
<tr>
<td>15 years</td>
<td>160</td>
<td>20</td>
<td>.0770</td>
<td>6.160</td>
<td>16th</td>
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<tr>
<td>17 years</td>
<td>168</td>
<td>21</td>
<td>.0808</td>
<td>6.464</td>
<td>18th</td>
</tr>
<tr>
<td>19 years</td>
<td>176</td>
<td>22</td>
<td>.0847</td>
<td>6.776</td>
<td>20th</td>
</tr>
</tbody>
</table>

SECTION 3 – VACATION PAY:

A. The rate of pay to be used in computing the allowed vacation pay will be the employee's recorded base hourly rate in effect immediately prior to the time his vacation begins, plus his shift bonus, if any.

B. Employees are permitted, with Company management approval, to exchange part of their vacation time for cash at their current rate of pay. The following rules apply:

1. Accrued Vacation hours may be exchanged for cash, only to the extent that the current employee year’s accrual has exceeded (or will exceed) 80 hours. The minimum cash exchange for vacation can be as little as one hour; however, employees with less than 10 years of service may cash out up to 80 vacation hours per year. Employees with 10 years of service, or more, may cash out up to 120 vacation hours per year.

2. Employees will have four (4) opportunities each year (quarterly) to take advantage of the annual one-time cash out for vacation hours. The Company will notify employees, in advance, when the quarterly cash out windows will be available.

3. If the employee has sufficient vacation leave balance on the current official vacation record to cover the amount requested, the cash option may be approved even though the current year’s accrual is not yet complete. The employee's vacation leave balance on the current official leave record must show at least as many hours as the employee is requesting in cash exchange. The official vacation record is provided in the timekeeping system.

4. Vacation leave balance on record will be reduced by the number of hours equivalent to the payment made. Exercise of the cash option must never be allowed to cause a negative balance in the record.

5. Payment will be on the normal pay cycle. Ten working days’ notice is required for
SECTION 4 – VACATION SCHEDULING:
A. It is Company policy that all personnel take advantage of their annual earned vacation by taking time off from work. This is of value for reasons of morale, health and efficiency. Regular, full-time employees are expected to take at least two weeks’ vacation each year; this need not be taken all at one time. Employees can take vacation in one-half hour increments. Accrued vacation leave is carried over continually, up to a maximum of 200 hours. The maximum vacation carryover and forfeiture is based on the calendar year. Leave accruing in excess of 200 hours is forfeited on December 31st each year. Hours forfeited are not recoverable.

B. While the Company will, insofar as practicable, endeavor to grant employees within an occupational seniority unit their choice of vacation weeks according to seniority, the Company reserves the right to schedule vacations in a manner which, in its opinion, best serves the efficiency of the operation.

SECTION 5 - PAYMENT OF UNUSED, UNFORFEITED VACATION UPON TERMINATION:
Upon termination, an employee will be paid for unused accrued vacation, adjusted to the day of separation, up to a maximum of 200 hours.

ARTICLE XIII
HOLIDAYS

SECTION 1 - GENERAL:
A. Employees shall be compensated at their straight-time rate of eight (8) hours, plus shift differential, if any, for the following holidays when not worked: New Year's Day, Martin Luther King's Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Holidays which fall on a Saturday or Sunday may be celebrated by the Company on the preceding Friday or the following Monday.

B. In addition to the above holidays, employees shall be compensated at their straight-time rates, plus shift differential, if any, if they do not work any day designated as a leave day by Federal Statute, Executive Order, and/or Presidential Proclamation, and for which the Government authorizes and approves reimbursement. Employees required to work on such leave days shall receive only their regular rate of pay, including shift differential, if any, or overtime for hours worked over forty (40) in one week.

C. When facilities are temporarily shut down and work is suspended, either totally or in part, by the Contracting Officer or by his designated representative, because of inclement weather, potentially hazardous conditions, and/or other special circumstances, employees shall be compensated at their straight-time rates plus shift differential, if any, if they do not work. Employees required to work on such days shall receive only their regular rate of pay, including shift differential, if any, or overtime pay for hours worked over forty (40) in one week.

SECTION 2 – ELIGIBILITY:
A. Employees scheduled to work on a holiday must work such schedule, unless excused by the supervisor, in order to receive holiday pay.
B. Employees scheduled to work the day before and the day after a holiday must work such schedule, unless excused by the supervisor, in order to receive holiday pay.

C. Employees must have worked part of the time during the calendar week in which a holiday falls in order to be eligible for holiday pay. All approved time off with pay will be considered as time worked for this purpose.

D. Employees must be in work status (i.e., not on vacation or other leave) in order to receive pay for an additional leave day (Section 1C above).

ARTICLE XIV
PAID ABSENCE ALLOWANCE

SECTION 1 – DEFINITION:
By definition, Paid Absence Allowance provides for the payment of time not worked during the normal workweek because of personal illness, injury or other personal reasons, within the limits set forth in this Article.

SECTION 2 - ELIGIBILITY:
A. Employees on the active payroll shall be entitled to a paid absence allowance of 7.5 days based on 2080 straight time hours paid.

B. The paid absence allowance will be accrued on the basis of .0289 hours for each regular straight-time hour paid.

C. New hires or rehires without seniority are eligible for a paid absence allowance of 11.56 hours upon completion of 400 straight-time hours paid. Thereafter, they will accrue .0289 hours for each regular straight-time hour paid up to the 7.5 day paid absence allowance maximum.

D. Employees who elect payment of allowance authorized by this Article must obtain approval in advance from their cognizant supervisor. Employees absent due to an emergency (including sickness or accident) who desire to use their absence allowance shall arrange for Human Resources to be notified within two (2) hours after the start of their shift on the first day of absence. The Company may require verification of such illness or accident.
SECTION 3 – PAYMENT:
A. Pay for one (1) day of Paid Absence Allowance means pay for eight (8) hours at the employee's regular straight-time base rate of pay, plus shift differential where applicable.

B. Paid Absence Allowance will be taken in at least one-half hour increments and time charges should be reported to the nearest half-hour to facilitate processing by the Payroll Department, except lateness and early departures are to be charged in increments of one-tenth of an hour (6 minutes).

C. Reimbursement under this Article will not be made for any day or days for which the employee receives any other type of monetary benefit from the Company or from any group plan, disability plan, or workers' compensation plan.

D. Any unused portion of the Paid Absence Allowance may be carried forward into the next service year. Any carried forward allowance in excess of 15 days which is not used within such next service year will be paid in accordance with the other provisions of this Article. At no time, therefore, may any employee's Paid Absence Allowance entitlement exceed 22.5 days.

E. Employees will have four (4) opportunities each year (quarterly) to take advantage of the annual one-time cash out for Paid Absence Allowance hours. The Company will notify employees, in advance, when the quarterly cash out windows will be available.

SECTION 4 – PAYMENT OF UNUSED, UNFORFEITED PAID ABSENCE UPON TERMINATION:
Upon termination, an employee will be paid for unused accrued paid absence, adjusted to the day of separation, up to a maximum of 180 hours.
ARTICLE XV
DEATH/BIRTH IN THE FAMILY PAY

SECTION 1 - DEATH IN THE FAMILY:
When a death occurs in the immediate family of any employee, such employee will be paid at his current regular rate due to absence for bereavement according to the following:

1. Five (5) days for parent, spouse, loci parentis, child;
3. One (1) day for an extended family member: aunt, uncle, niece, nephew, cousin.

Payment for bereavement leave will be limited to a maximum of eight (8) hours per allowable day. An employee will not be entitled to pay if time taken off from work occurs during an approved leave of absence or during a Company-designated holiday. Time off paid under this Article does not count as time worked for purposes of computing overtime. Appropriate documentation to substantiate the absence may be required.

SECTION 2 - BIRTH IN THE FAMILY:
When a birth occurs in the family of any employee who is the parent of the newborn, such employee will be paid at his current regular rate for time up to one (1) day necessarily lost from his normal scheduled workweek. Such payment will be limited to a maximum of eight (8) hours. An employee will not be entitled to pay if time taken off from work occurs during an approved leave of absence without pay or during a Company-designated holiday. Time off paid under this Section does not count as time worked for purposes of computing overtime. Appropriate documentation to substantiate the absence is required.

ARTICLE XVI
MILITARY RESERVE DUTY

Employees, who are members of a reserve component of the U.S. Armed Forces and required to enter active annual training duty or temporary special service duty, will be paid their regular straight-time earnings minus the pay received from their military organization, up to a maximum of ten days pay differential during each calendar year. Appropriate documentation to substantiate the absence is required.
ARTICLE XVII
JURY/WITNESS SERVICE

SECTION 1 - ELIGIBILITY:
A. When an employee is absent from work because he is required to report for jury examination, jury duty, or as a subpoenaed witness in civil or criminal proceedings in which he is not a party to the action, he will be paid the difference between his regular pay and his jury or witness pay. Appropriate documentation to substantiate the absence is required. When such jury/witness service necessitates an absence of four (4) hours or less during the employee's regular eight (8) hour day, the employee must report to work immediately following completion of that day's court service in order to be eligible for pay.

B. If an employee assigned to the second or third shift is absent from his work on such shift on the calendar day that he serves as a juror or witness, such absence shall be deemed to be an absence from work in order to serve as a juror or witness.

SECTION 2 - PAYMENT
A. Pay for such work-time lost shall be computed at the employee's regular working rate, including shift bonus, if any, exclusive of any premium for overtime. In no case will payment be made for jury/witness service performed on Saturday and Sunday or for jury/witness service while the employee is on layoff or authorized vacation or leave of absence.

B. To receive pay for work time lost, an employee must promptly notify his supervisor of any notice for service received and the Company may, if it so desires, request the Jury Commissioner or Court to excuse such employee from jury/witness service. If the employee is so excused, the Company shall not be required to pay jury pay under the provisions of this Section.

C. In order to recover jury/witness service pay, the employee must furnish the Company a certificate of the Clerk of the Court, in which the employee serves, certifying the date or dates of attendance and the compensation paid, exclusive of transportation and/or meal allowances.

D. Excused absence because of service as a juror or witness will not be considered as time worked when computing overtime.
ARTICLE XVIII
SEVERANCE PAY

In the event of non-renewal, cancellation, or termination by NASA of its contract with the Company for work to be performed at the Greenbelt and Wallops facility, each employee on the active payroll will receive severance pay in the amount of 30 hours for each full year of continuous Company service under the following conditions:

1. No severance pay is due or payable until the employee has been on layoff for 30 consecutive days.
2. Severance pay will not be provided if the employee, within 30 calendar days after termination of his employment or completion of the Company's contract with NASA, whichever is later, is employed by, accepts employment, enters into an agreement for subsequent employment, or is offered and rejects employment at the same or higher rate of pay with a successor contractor under a follow-on contract.
3. Payment will be made on the basis of the employee's straight-time hourly rate at the time of contract end. The maximum period of continuous Company service eligible for payment begins July 1, 1971 and thereafter.

ARTICLE XIX
TUITION REFUND PROGRAM

The governing Company policies for administration of the tuition refund program will be followed for that team member’s employees per the following:

1. Tuition for approved fully accredited graduate and undergraduate level job-related and non job-related courses up to the combined amount of $4,000 per calendar year (based upon completion date). For calendar year 2012 and thereafter the combined amount is increased to $5,000.
2. Employee must be a Regular full-time employee at the time of enrollment and at the time of completion.
3. Program will reimburse required registration fees, standard tuition, books and laboratory fees.
4. A grade of A or B will entitle the employee to receive a 100% reimbursement and a grade of C will entitle the employee to an 80% reimbursement. A grade of “Pass” will entitle the employee to a reimbursement of 100%. No reimbursement will be offered for a grade of “Fail.”
5. If an employee voluntarily resigns or is terminated for cause within one year from the completion of a course, the employee will be obligated to reimburse the full amount paid by the Company.
ARTICLE XX
PROFESSIONAL SOCIETIES

A. In order to encourage engineering and scientific employees to achieve further professional status and recognition, if an employee becomes an elected or appointed officer in a Company-approved engineering or technical society, the Company shall pay the annual membership dues.

B. The Company shall pay the annual membership dues of professional (exempt) employees to one (1) approved engineering or technical society or association, regardless of position held, provided the individual membership meets the following criteria.

1. The organization operates effectively in an area of interest directly related to the professional employee's job responsibilities.

2. The membership contributes to the technical knowledge, experience, and effectiveness of the professional employee in such a manner as to be of direct benefit to the Company.

3. The membership provides tangible good will, prestige, and permits direct participation for the Company.

4. Reimbursement for cost of the professional employee's individual membership, when no office is held, not to exceed $150 per year.

C. The Company will reimburse professional employees for the fee charged for taking the Professional Engineer's examination and the fee for obtaining the license and certificate.

D. Certifications to perform the job, required and approved by the Company, shall be 100% Company paid.
ARTICLE XXI
GROUP INSURANCE

The parties have provided for Group Insurance. Costs, which are subject to change, are currently distributed as follows:

| 1. Basic Life/Accidental Death and Dismemberment (AD&D) | 100% Company Paid |
| 2. Voluntary Life/AD&D (Employee) | 100% Employee Paid |
| 3. Voluntary Life/AD&D (Dependent) | 100% Employee Paid |
| 4. Long Term Disability | 100% Company Paid |
| 5. Short Term Disability (Salary Continuation) | 100% Company Paid |
| 6. Health Care |  |
| HMO (Employee, Employee/1 Dependent, or Family) | Cost shared by Company & Employee |
| PPO (Employee, Employee/ Spouse, Employee/Child(ren), or Family) | Cost shared by Company & Employee |

SECTION 1 – HEALTHCARE

Employee contributions are made on a pre-tax basis. To be eligible, employees must be regular employees working at least 30 scheduled hours per week. Coverage is effective on the first day of the month following date of hire. Elections may be changed during the annual open enrollment period or when a qualifying event occurs. The Company shall offer a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), with the following employee costs:

**HMO – Plan Effective October 1, 2015-December 31, 2016**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>EE Monthly Cost</th>
<th>EE Bi-Weekly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee +1</td>
<td>$112.64</td>
<td>56.32</td>
</tr>
<tr>
<td>EE Only</td>
<td>$52.48</td>
<td>26.24</td>
</tr>
<tr>
<td>Family</td>
<td>$217.22</td>
<td>108.61</td>
</tr>
</tbody>
</table>

**PPO 1000/2000 Plan Effective October 1, 2015-December 31, 2016**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>EE Monthly Cost</th>
<th>EE Bi-Weekly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family</td>
<td>354.72</td>
<td>177.36</td>
</tr>
<tr>
<td>EE &amp; Spouse</td>
<td>248.32</td>
<td>124.17</td>
</tr>
<tr>
<td>EE &amp; Child(ren)</td>
<td>224.67</td>
<td>112.34</td>
</tr>
<tr>
<td>EE</td>
<td>118.23</td>
<td>59.12</td>
</tr>
</tbody>
</table>

(Annual) Individual Deductible 1000 Family Deductible 2000
Max Out of pocket 2000/4000 (Premium Cost Share 75/25 the company will hold cost for first calendar year through Dec 31, 2016) Drug 15/25/45

<table>
<thead>
<tr>
<th>Deductible</th>
<th>In network 1000/2000</th>
<th>Out of network 2000/4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coinsurance</td>
<td>90/10</td>
<td>60%</td>
</tr>
<tr>
<td>Max out of pocket</td>
<td>In network 2000/4000</td>
<td>Out of network 4000/8000</td>
</tr>
</tbody>
</table>

The company agrees to renew Health coverage for 2017. Any increases or decrease percentage would be reflective with the cost share at 75/25.

Insurance providers may be changed during the term of this agreement. Should the Company desire to change the benefit plan(s) structure, the Union will be advised and the Parties will meet within fifteen (15) working days at the request of either Party to enter into negotiations pertaining to Health Insurance.

The Parties agree to reopen negotiations at the request of the Union after a thirty-(30) day notice should the Union desire to implement an alternate health insurance plan. The Company and Union will enter into negotiations and bargain in good faith to establish a fair and equitable cost sharing agreement providing the Company’s contribution to the Union’s health insurance plan does not
exceed the Company’s proportion or cost of the Companies provided health insurance plan.

No matter respecting the provisions of the Healthcare Plan shall be subject to the Grievance and Arbitration Procedure established in this Agreement.

SECTION 2 – LIFE INSURANCE
Effective October 1, 2015 the Company will provide the following Life and Accidental Death & Dismemberment (AD&D) coverage: Employees may purchase AD&D coverage in $10,000 increments up to $500,000 in coverage, or up to ten (10x) times the employee's annual salary.

Effective October 1, 2015, the Company provides Long Term Disability (LTD), at no cost, with a sixty (60%) percent disability income replacement benefit, after satisfying a 180-day waiting period. Benefits are payable up to age 65 except for mental/nervous disorders, which are limited to twelve (12) months.

To be eligible for the preceding insurance coverage, employees must be regular employees working at least 30 scheduled hours per week. Coverage is effective on the first day of the month following date of hire.

Effective October 1, 2015, the Company provides Short-Term Disability (STD), at no cost, short term disability pay after a seven (7) day period (on the eighth (8th) day), which replaces sixty (60%) percent of an employee’s straight time rate for up to twenty-five (25) weeks, for a total coverage of twenty-six (26) weeks (180 days). Physician’s certification is required. Employees who work a regular schedule of 30 or more hours per week are eligible.

No matter respecting the provisions of the Life and Disability Insurance Plan shall be subject to the Grievance and Arbitration Procedure established in this Agreement.

ARTICLE XXII
GROUP DENTAL PROGRAM

The Company agrees to provide a Dental Care Program, which includes preventive services covered at 100%, basic services covered at 90%, and major services covered at 60%. The annual deductible will be $50 individual/$150 family. The calendar year maximum is $1,500 per individual. Orthodontia is covered at 50% with $1,500 lifetime maximum per individual.

Employee contributions are made on a pre-tax basis. To be eligible, employees must be regular employees working at least 30 scheduled hours per week. Coverage is effective on the first day of the month following date of hire. Employees have thirty days upon the date of hire to elect dental coverage. Thereafter, election or cancellation of coverage must be made during the annual open enrollment or if there is a qualifying event.

No matter respecting the provisions of the Group Dental Program shall be subject to the Grievance and Arbitration Procedure established in this Agreement.
ARTICLE XXIII
RETIREMENT PLAN

The Company agrees to provide a Retirement Plan as set forth in the Summary Plan Description for Sierra Lobo Engineering and Technical Services Retirement Plan for Union Employees of ETIS II and the Summary Plan Description for Telophase, IntellecTechs, Inc., Pinnacle Engineering and Management Solutions, and Genesis Engineering Retirement Plan. Tax-deferred contributions are subject to annual plan and IRS legal limitations. Eligibility to participate in the 401(K) plan begins on the first day of the month following date of hire.

Contributions into the 401(K) account will be based on employee’s gross compensation on a per pay period basis. All regular employees are eligible to participate in the 401(k) Savings Plan effective on their date of employment. Employees may contribute up to 50% of base pay. Employees are immediately 100% vested. The company will match 100% of the first 3% of contribution made by the employee participant.

A summary of Plan features are outlined below:
1. Ability to contribute from 1% to 75% of gross compensation
2. Total salary deferral may not exceed the annual IRS legal limits
3. Catch-up contributions are allowed for eligible employees over age 50
4. Roth contributions are another option to designate salary deferral contributions
5. Loans and hardship withdrawals are permitted
6. Employer contributions will be 100% vested (immediately)

No matter respecting the provisions of the Group Retirement Plan shall be subject to the Grievance and Arbitration Procedure established in this Agreement.

ARTICLE XXIV
SECURITY REGULATIONS

SECTION 1 – GENERAL:
Nothing in this Agreement shall require the Company to employ or to continue in its employment, or to give access to any plant, factory, or site, any person or persons to whom either the Secretary of Defense, or the Secretary of the Army, or the Navy, or the Air Force, Director of National Aeronautics and Space Administration or any of their duly authorized representatives in the interest of security against espionage, sabotage, or subversive activity, denies access to classified information and/or work.

SECTION 2 – APPEAL OF GOVERNMENT DENIAL:
Employees removed from employment by virtue of this provision may contest denial of clearance in the following manner:

A. Serve written request for review upon the representatives of the Government Agency denying security clearance after removal from employment. Such request for review may be made by the individual affected, or the Union.

B. Request for review served, as provided in subsection A above, will be subject to such review as will be provided by the Secretary of Defense or his authorized designate.
C. In the event that the review discloses that the removal of the employee was without sufficient cause, the employee shall be entitled to be restored to employment in his last held job classification with full seniority rights and with his record cleared of reference to the entire incident.

ARTICLE XXV
WORK RULES

SECTION 1 – GENERAL:
The general rule of conduct is that employees are expected to carry out their duties and responsibilities at all times in an efficient, safe manner as directed by their supervisor so as to make the work easier for others and to ensure the safety of all. However, there are certain specific rules that must be observed by all employees, the violation of which can result in disciplinary actions, including immediate discharge. Some of these rules are listed below, categorized according to the seriousness and severity of the disciplinary action, although this list is not to be considered as all-inclusive.

SECTION 2 – TYPES OF OFFENSES:
A. The following offenses subject the offender to immediate discharge. The Program Manager, the offender's Manager, and the Human Resources Representative must be consulted before such action is taken. These are:

1. Membership in or affiliation with any organization advocating the overthrow of the Government of the United States by force or subversion.
2. Insubordination (including refusal to perform work assigned or to follow operating or safety instructions and procedures). An oral refusal to a Company Supervisor, even though the employee subsequently does the work or follows the instructions/procedures, is considered insubordination. Failing to perform the work (actually not doing it) is also considered insubordination.
3. Willful, negligent, or careless actions, which seriously jeopardize the safety of self or others, or result in loss or damage to buildings, equipment, test specimens or materials.
4. Willful deception, falsification or withholding of information pertaining to any aspect of the conduct of business.
5. Conviction of a felony or imprisonment, which interferes with attendance on the job.
6. Assault, battery.
7. Possession of, or being under the influence of, intoxicants, illicit or hallucinatory drugs, etc., or carrying or causing such intoxicants or drugs to be brought onto Company property.
8. Refusal to allow inspection by authorized personnel of personal property brought into or taken from Goddard Space Flight Center. Unauthorized removal of NASA or Company property from the premises.
9. Unauthorized disclosure of Government or Company "Confidential" data, processes or equipment.
10. Carrying weapons on Company or Government property, unless a member of the GEWA Gun, Archery, or Cuong Nhu Club and weapon is used/transported in accordance with State laws and Club rules. (Membership must be made known to the Human Resources Office at the beginning of each calendar year).
11. Failure to obtain and retain a NASA One badge.
13. Intimidation or coercion of one employee by another because of race, color, sex, age, national origin, mental or physical handicap, membership or non-membership in any religious, political, social, fraternal, or labor organization, or because of being a disabled veteran or veteran of the Vietnam Era.

B. The following offenses subject the offender to a disciplinary layoff up to one (1) week without pay. A second violation of the same offense within a twelve (12) month period subjects the offender to immediate discharge. The offender's Program Manager and the Human Resources Manager must be consulted before such actions are applied. The offenses are:

1. Repeated failure (more than once a week, twice a month, or four (4) times per year) to be at assigned work place and ready for work at the designated starting time, or repeatedly leaving the assigned work area before being dismissed by the supervisor.
2. Three (3) unexcused absences. Unexcused absence is defined as not notifying the immediate supervisor of a planned absence, or failing to notify the immediate supervisor within one hour after regularly scheduled starting time in case of emergency and failing to obtain the supervisor's permission in both cases.
3. Excessive absenteeism for any reason. Excessive absenteeism is defined as frequent unapproved absence having a direct negative affect on efficiency, cost or schedule.
4. Posting of notices without authorization, solicitation or distribution of literature or political activity in work areas during the work hours.
6. Sleeping while on duty.

C. The following offenses subject the offender to a reprimand (written record of which will be forwarded to Human Resources for inclusion in the employee's personnel folder). A second violation of any of these offenses within a twelve (12) month period subjects the offender to a disciplinary layoff of three (3) days without pay. A third violation of any of these offenses within a twelve (12) month period subjects the offender to a disciplinary layoff of five (5) days without pay. A fourth violation of any of these offenses within a twelve (12) month period subjects the offender to immediate discharge. The offender's Program Manager and the Human Resources Manager must be consulted before layoff or discharge is imposed. These offenses are:

1. Gambling on Government or Company property.
2. Horseplay in the facility or remaining in the facility after working hours except on paid work assignment.
3. Deliberate loafing to avoid work.
4. Profane, licentious or abusive communication so as to cause offense or undermine morale of others.
5. Conducting any outside business or private affairs in work areas during work hours.
6. Smoking or eating in unauthorized areas.
7. Negligence or inefficiency, which could result in substandard quality or quantity of production.

8. Failure to report incidents, injuries, motor vehicle accidents, security violations, or other violations to the immediate supervisor or other company management immediately before going to sources outside the Company.

9. Failure to utilize prescribed badges, uniforms, and safety equipment or procedures.

10. Unauthorized alteration of workspace.

11. Failure to comply with the Company Timekeeping Policy.

SECTION 3 - PROCEDURE:
Disciplinary action may be in the form of a written warning that goes into the employee's record, a suspension or a discharge. No regular employee will ever be disciplined without being advised as to why his performance or conduct is unsatisfactory and without being given the opportunity to make any explanation he desires.

An employee may use the Grievance and Arbitration Procedure to contest any case in which he feels unfairly disciplined.

Should any employee be suspended or discharged, said employee shall be permitted, at his request, to contact his Union representative through the Human Resources Office before leaving the facility.
ARTICLE XXVI
EYE EXAMINATION AND EYE GLASSES

For employees not electing Sierra Lobo, Telophase, Intellectechs, Inc., Pinnacle Engineering and Management Solutions and Genesis Engineering, Vision care, the Company shall reimburse employees for an eye examination and eyeglasses as follows:

1. Effective October 1, 2015, reimbursement of the combined cost incurred for an eye examination and corrective eye glasses/contacts shall be limited to a cumulative maximum of $350 per employee in any period of 24 months.

2. The time period in one (1) above will begin on the date on which the cost was incurred.

3. New hires or rehires without seniority are eligible for reimbursement of costs incurred for eye examinations and eye glasses/contacts following the completion of the 90-day probationary period.

4. To receive payment, employees must submit a valid receipt through the Company’s HR group as soon as possible following the eye examination and purchase of eye glasses/contacts.

5. Failure of the employee to request reimbursement for the cost incurred for an eye examination and eye glasses/contacts will result in no financial obligation on the part of the Company.

ARTICLE XXVII
SAFETY SHOES

The Company shall reimburse employees for safety shoe purchases as follows:

1. Effective October 1, 2015, reimbursement for safety shoe purchase(s) shall not exceed $200.00 dollars per year.

2. To receive payment, employees must complete an expense report; submit a valid receipt stating the purchase and proof of approved American National Standard for Personal Protective Footwear (ANSI) standard for Safety-Toe Footwear, Z41-1991 be met (OSHA numbers ANZI Z41). Supervisors must approve expense report as proof viewed ANZI numbers are within the shoes.

3. Submit approved expense report to Human Resources.

4. Failure of the employee to request reimbursement for the cost incurred for safety shoes will result in no financial obligation on the part of the Company.

ARTICLE XXVIII
RETENTION, PRODUCTIVITY & MORALE PROGRAM

The program will consist of equal sharing Award Fee for Award Fee scores greater than 90%. The plan will be managed and all current Full-Time (FT) employees who worked during the performance period will be eligible to participate in the program. The Award Fee pool will be made available for each Award Fee period, every six months. No sharing will take place for Award Fee scores below 90%.
Effective on 1st day of October 2015

SIERRA LOBO ENGINEERING AND TECHNICAL SERVICES

By: David A. Hamrick, Corporate Director of Human Resources, Sierra Lobo, Inc.
By: Jamil Husain, CEO, Telephase Corporation, Arlington, VA
By: Jeri Proctor, President, Intelliechec, Inc., Virginia Beach, VA
By: Michael J. Lightbourn, Pinnacle Engineering and Management Solutions, Princess Anne, MD
By: Isak Alfas, CFO, Genesis Engineering, Lanham, MD

Date: 12/14/2015

By: Dion F. Gutzeit, Business Manager/President
By: Fred J. Richards, Bargaining Committee
By: Jesse Strawhorn, Bargaining Committee
By: Neil D. Becker, Bargaining Committee
By: Adam Carpenter, Bargaining Committee

Date: 12/14/2015

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO, CFL LOCAL 1501