

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ERC, INC. & JACOBS TECHNOLOGY, INC.

AND THE

BUILDING TRADES COUNCIL

EFFECTIVE

MAY 16, 2012 THROUGH MAY 16, 2015

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PREAMBLE

This agreement is entered into this 16th day of May 2012, by and between ERC, Inc. and Jacobs Technology Inc., (hereafter referred to as the "Company") located in Huntsville, Alabama and Tullahoma, Tennessee respectively, and those local unions of the AFL-CIO who are signatory and listed herein (hereinafter referred to as the "Unions") for the purpose of facility operation, maintenance, repair and renovation work assigned to the George C. Marshall Space Flight Center (MSFC), located at Huntsville, Alabama, component of the Company's METTS Propulsion Test Group.

The Unions are composed of the following Local Unions of the AFL-CIO:

Bricklayers and Allied Craftworkers Local No. 6
Mid-South Carpenters Regional Council Local 1209
IBEW Local Union No. 558
Laborers Local Union No. 366
Operating Engineers Local No. 320
Painters Local Union No. 1293
Plumbers and Steamfitters Local Union No. 377
Sheetmetal Local Union No. 48
Millwright Local Union No. 1192

COVENANTS

Whereas, the Company is engaged in the business of continuous facility operations, maintenance, repair and renovation with the Government and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Company wish to enter into an Agreement for the mutual benefit covering work of this nature.

Whereas, the Company and the Unions desire mutually to stabilize wages, hours of work and working conditions.

Whereas, the Company and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the Undersigned Company and Unions in consideration of the mutual promises and covenants contained herein that the Collective Bargaining Agreement be made as follows:

ARTICLE 1: INTENTS AND PURPOSES

This agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate subdivision thereof signing hereto, and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Unions during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent and in writing by the parties' signatory hereto.

ARTICLE 2: MANAGEMENT RIGHTS

The Unions understand that the Company is responsible to perform the work required by the Government. Therefore, the Company has the complete authority and right to:

- A. Plan, direct and control the operation of this work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Company feels appropriate to meet work requirements and/or skills required.
- D. Determine work methods and procedures.
- E. Determine the need and number of foremen. To name the foremen and to require foremen to work with their tools when in the Company's opinion this is advisable.
- F. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
- G. Discharge or discipline employees for proper cause.
- H. The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- I. It is understood that all employees will work together harmoniously as a group and as directed by the Company. This is not to be construed under regular operation conditions as the Company's prerogative to assign employees out of their regular skill classifications.

- J. The Unions understand the extreme importance of keeping operating equipment, units, and facilities running at all times. The Company and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
- K. It is understood by the Company and agreed to by the Unions that the employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

ARTICLE 3: UNION SECURITY AND REFERRAL

- A. The Unions are recognized by the Company as the exclusive source of employment referrals. When additional personnel are required, the Company will contact the appropriate Unions who will make every effort to supply the required resources at the time required.
- B. If the Unions are unable to supply the required personnel within forty-eight (48) hours, the Company may solicit and hire qualified personnel from any other source. Any employee so hired will be notified by the Company that the Union is recognized by the Company as exclusive Bargaining Agent for employees in the Bargaining Unit.

ARTICLE 4: SENIORITY

- A. In the event of a layoff, seniority will prevail provided the remaining employees are qualified to perform the work required. Apprentices and journeymen will be on separate seniority listings. Reductions in force should be made in a manner which seeks to maintain a reasonable ratio of journeyman-to-apprentice, if applicable, as follows:

<u>Classification</u>	<u>Journeyman</u>	<u>Apprentice</u>
ALL	3	1

Under no circumstances shall any journeyman be laid off or any apprentice hired for the sole purpose of achieving such ratio.

- B. The referring unions will designate on the referral which individual will have the greatest seniority date when two or more employees from the same local begin working on the same day.
- C. The term “Adjusted Service Date” as used herein is defined as: Credit will be given for the employee's total length of service which is continuous with the Company, and other predecessor contractors who performed similar work at Marshall Space Flight Center, and was determined to be a predecessor to the Company under the Service Contract Act.
- D. An employee previously employed by the Company who is laid off by the Company and is rehired within ninety (90) calendar days will retain his/her previous Adjusted Service Date.

- E. The Company shall provide an employee a forty-eight (48) hour notice prior to the effective day of a layoff (RIF).
- F. If an employee(s) do not qualify with required training and certification(s) within a ninety (90) day probationary period, they will be terminated unless it is mutually agreed between the Company and the Union to extend the training period. The Company shall endeavor to schedule all requirements as soon as possible.

ARTICLE 5: NON-DISCRIMINATION

The Unions and the Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, disability, national origin, age, or status as a disabled or Vietnam Era Veteran.

ARTICLE 6: SCOPE OF WORK

This agreement covers only that work assigned by the Government to the Company and performed by the employees of the Company assigned to the METTS Propulsion Test Group. This Agreement does not cover work performed by the Company at any other location or, if in the Test Area at MSFC, of a new construction nature, in which event said work shall be done in accordance with existing local and/or National Building Construction Agreements.

The Unions and the Company understand that the Government may choose to perform or directly subcontract or purchase any part or parts of the work necessary on this project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

The Unions and the Company understand that the Government is interested in the quality of the product (Operations and Maintenance) delivered by the Company and its workers. The quality of the work performed may be determined by inspection of the finished product and/or by the certification of the performers of the work to execute specific tasks.

Any worker certified in a specific competency shall be qualified to perform work, which requires that competency, assigned by the METTS Propulsion Test Group.

ARTICLE 7: DEFINITIONS

- A. Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery, equipment and facilities within the limits of the Company's METTS Propulsion Test Group contract at MSFC.
- B. Operations shall be work performed utilizing the equipment of the Government in those areas at MSFC governed by the Company's METTS Propulsion Test Group contract to conduct the business of the MSFC Test Area.
- C. Competency shall be defined as a skill, either learned or demonstrated, recognized by the Government at MSFC to accomplish a specific task.

- D. Certification is the documentation that demonstrates that the Government at MSFC accepts the individual worker's specific competency.

ARTICLE 8: GRIEVANCE PROCEDURE

All grievances that may arise on any matter covered by the Agreement shall be handled in the following manner:

Step 1: Between the aggrieved employee and/or the Steward and the employee's immediate on-site Supervisor within five (5) days of knowledge of the alleged occurrence. It is understood that the on-site Steward shall have permission to contact the appropriate Union Business Representative for guidance in any situation that may arise during working hours.

If the alleged grievance is not settled, it shall be processed into Step 2 within ten (10) days from the meeting with the Supervisor.

Step 2: The Local Union Representative (Business Agent) shall submit the grievance in writing to the Site Manager. The Site Manager will answer the grievance in writing within ten (10) days of receipt of the union appeal.

Step 3: A. Within five days from receipt of the answer given by the Site Manager at Step 2, the Unions may appeal the grievance in writing to the Company's General Manager, or his designated representative.

B. The General Manager, or his designated representative, shall render a decision within ten (10) days from receipt of the Union's appeal.

Step 4: Grievance Committee

A. Within ten (10) days from receipt of the General Manager's decision, the Union may appeal that decision by informing the General Manager or his designee in writing. Before further processing a grievance, either party may request a federal mediator from the Federal Mediation and Conciliation Service (FMCS) for a recommendation to resolve the dispute. Such mediation shall be voluntary and non-binding.

B. If the Company and Union fail to resolve the issues through mediation, the grievance may be moved to arbitration and the party moving the grievance to arbitration may request a seven (7) member arbitration panel from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike names with the requestor striking first. The remaining name will be the selected Arbitrator. The cost of Arbitration will be shared equally by the Company and the Union. The decision of the Arbitrator shall be final and binding on both parties.

C. All references to days in this article are working days.

- D. The Unions and Company agree that employees covered by this agreement shall exhaust all remedies provided by binding arbitration in lieu of pursuing legal proceedings.

ARTICLE 9: UNION SITE REPRESENTATION

Unions shall be represented by job Stewards selected in accordance with the By-Laws of the Local Unions. At no time shall the Company discriminate against Stewards because of faithful performance of their duties.

When in need of assistance or direction, a Steward may contact the appropriate Local Union Business Representative. It is understood that the Stewards will have access to various communication systems, telephones, email, et cetera, during working hours in order to contact the Unions Business Representatives.

Officials of any of the signatory Unions shall be provided access to projects covered by this agreement. Requests shall be arranged through the Company for such visitations in keeping with Government's uniform rules of safety and security as expeditiously as possible.

ARTICLE 10: WORK ASSIGNMENTS

The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement. In the event of a jurisdictional dispute, Company assignments will prevail until the dispute is settled between the Unions or by finding of the appropriate Jurisdictional Disputes Board.

Test Area operations and maintenance conditions do not always justify adherence to craft lines, which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments are appropriate to take care of changing needs. The Company agrees that it shall abide by such agreements reached by and with Local Union Representatives.

The Union and the Company recognize that the conditions imposed by the Government attending to securing productive work from the new employment of even the most qualified worker, conditions such as scheduling and completing a medical examination at the MSFC dispensary and such as arranging for testing for job-specific competencies, cause delays from the date of employment to the date of work being accomplished. For this reason, the Company may make craft-in-craft work assignments outside normal craft guidelines on a temporary basis to prevent costly production waste and/or inefficient use of the workforce. Such temporary craft-in-craft assignments shall be made in a prudent manner, shall not exceed two (2) work days per job, and shall not be made with intent of eroding craft lines.

ARTICLE 10A: TEMPORARY WORK ASSIGNMENTS

The Company may make craft-in-craft work assignments outside normal craft guidelines on a temporary basis to prevent costly production waste and/or inefficient use of the workforce. Such temporary craft-in-craft assignments shall be made in a prudent manner, shall not exceed two (2) hours per job, and shall not be made with intent of eroding craft lines.

ARTICLE 11: WAGE RATES AND PAYDAY

- A. Wage rates and fringe benefits shall be as specified in Schedule "A" attached hereto.
- B. For purposes of this Agreement, wage premiums established under local and/or national agreement affecting maintenance repair or renovation work, such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement.
- C. After the Company's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the Company is concerned, except to the extent that any such change in wages or working conditions shall have been agreed upon in negotiations between the Local Union having jurisdiction over the area and the Company.
- D. The payroll period will consist of 7 days and close at midnight on "Friday." Effective with the first payroll period beginning on or after July 16, 2012, all employees will be paid in accordance with Company processes on a bi-weekly basis of every other Friday. Prior to July 16, 2012, all employees will be paid on a weekly basis, every Friday. All new hires after May 16, 2009 will be processed via electronic direct deposit.
- E. Temporary Foreman will be compensated at normal foreman rate for all hours assigned.

It is the sole prerogative of management to select employees to these positions. It is the intent of management to assign Temporary Foreman for short-term periods to fill-in for the Foreman.

ARTICLE 12: OVERTIME RULES

All time worked in excess of the established work day of either (1) eight (8.5) hours, Monday through Friday (hereinafter the "Regular Work Schedule"), or (2) ten and a half (10.5) hours Monday through Thursday (hereinafter the "Compressed Work Schedule"), depending on the applicable established work week shall be paid at the rate of time and one-half.

- A. Any hours worked on the fifth or sixth work day will be considered overtime at one and one-half for employees working under the Compressed Work Schedule.
- B. Any hours worked on the sixth work day will be considered overtime at time and one-half for employees working under the Regular Work Schedule.
- C. Any hours worked on the seventh day or a holiday will be considered double time, regardless of the designated work schedule.

The Company and the Unions agree with the policy of the Government not to work anyone in excess of sixteen continuous hours.

ARTICLE 13: WORK SCHEDULE

The work shift shall be as established by the company pursuant to NASA requests, which may change from time to time, with forty-eight (48) hours' notice to the Unions prior to such change taking effect. Subject to such NASA requests, the standard work shift may be either (1) the Regular Work Schedule consisting of a consecutive eight and one half hour period between the hours of 0700 and 1730 hours, inclusive of a thirty (30) minute lunch period, Monday through Friday, or (2) the Compressed Work Schedule consisting of a consecutive ten and one half hour (10.5) period between the hours of 0600 and 1730, inclusive of a thirty (30) minute lunch period. Forty hours per week shall constitute a week's work, Monday through Friday, inclusive, under the Regular Work Schedule, or Monday through Thursday, inclusive, under the Compressed Work Schedule.

At the Company's discretion, employees will be permitted to take a fifteen (15) minute break every four hours.

When the job conditions dictate, a change in the established starting time and/or a staggered lunch period may be established on certain work of the project or with individual crafts. The Company and the Local Unions involved shall mutually agree to such changes.

ARTICLE 14: STAGGERED WORK WEEK

Facilities requiring continuing operations or maintenance on a seven (7) day basis may be established. When a seven day staggered work week is established, it is understood that the employees shall receive two consecutive days off in lieu of Saturday and Sunday. If the employees work either of these two days, on the first regularly scheduled day off they shall be paid at the rates established above for the sixth day; when employees work their second day off they shall be paid at the rate of double time as established above for the seventh day. Employees assigned to staggered shifts will be compensated with an additional \$1.25 per hour for all hours worked. Shift differentials will apply in the same manner as stated below.

Within the concept of the staggered work week, a second and/or third shift may be established. Employees working on such second or third shifts shall work eight (8) continuous hours, inclusive of a paid 30-minute meal period.

Shift differential will apply at the following rates: each individual will be paid an additional \$1.05 per hour (\$1.10 2nd year, \$1.15 3rd year) for the second shift and \$1.15 (\$1.20 2nd year, \$1.25 3rd year) for the third shift.

The determination of the start of multiple shifts is the prerogative of the Company. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions as defined previously shall apply.

ARTICLE 15: SHIFT WORK CONDITIONS

In the event that Operations and Maintenance requirements demand a long term, multiple shift, seven day work schedule, the shift schedules and the names of personnel assigned to those shifts shall be published for a period of at least three months.

The Unions and the Company agree that this sort of work schedule is extremely unlikely at the MSFC Test Area and that if such working conditions were to be required a mutual Letter of Understanding would be adopted as an addendum to this Agreement.

Shift differential will apply at the following rates: each individual will be paid an additional \$1.05 per hour (\$1.10 2nd year, \$1.15 3rd year) for the second shift and \$1.15 (\$1.20 2nd year, \$1.25 3rd year) for the third shift.

It is further understood that day shift will consist of eight and one-half (8 ½) continuous hours inclusive of a 30-minute unpaid meal period. Second and third shifts will consist of eight (8) continuous hours inclusive of a 30-minute paid meal period.

ARTICLE 16: BEREAVEMENT LEAVE

An employee shall be entitled to bereavement leave with pay for time off related to the death of a member of the employee's immediate family. If the employee works under the Regular Work Schedule, the employee is eligible for bereavement leave up to a maximum of three (3) days or twenty-four (24) scheduled work hours. If the employee works under the Compressed Work Schedule, the employee is eligible for bereavement leave up to a maximum of three (3) scheduled work days or up to thirty (30) scheduled work hours. All such bereavement leave may only be taken within ten (10) days of the death of the employee's immediate family member. For the purposes of this program, "a member of the employee's immediate family shall include spouse, children, stepchildren, brothers, sisters, parents, stepparents, stepbrothers, stepsisters, foster parents, foster children, parents-in-law, legal guardians, grandparents, and grandchildren.

Leave under this section shall be conditioned upon the employee submitting to the Company proof of death of the deceased and of the employee's relationship to the deceased. Payment for such time lost from work in this Section shall be paid at the straight time rate in effect on the day in which the leave is taken.

ARTICLE 17: HOLIDAYS

A. The following ten Federal Holidays shall constitute the legal paid holidays within the terms of this Agreement, except mutually agreed-to changes between the parties:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. The days observed as holidays will be consistent with the days observed by the Government at MSFC. For premium purposes, holidays celebrated as such, shall be utilized for the computation for overtime pay.
- C. In the event the employees of MSFC are granted administrative leave in accordance of a special occurrence, Company employees covered by this Agreement will be granted the same privileges, provided written authority for such action is received by the Company from the Contracting Officer or a designated representative.
- D. For Staggered and Shift Work personnel the following will apply:
 - If a Holiday falls on the 1st day off, the day prior shall be observed as the Holiday.
 - If a Holiday falls on the 2nd day off, the next day shall be observed as the Holiday.
- E. For employees working the Compressed Work Schedule, the following shall be observed:
 - When a Holiday falls on a Friday or Saturday, it shall be observed on a Thursday.
 - When a Holiday falls on a Sunday, it shall be observed on a Monday.
 - Eight (8) hours shall be recorded on the employee's timesheet for observed Federal Government holidays. The two (2) hour time difference may be made up by using paid time off (PTO) or leave without pay (LWP).

ARTICLE 18: OTHER INSURANCE

- A. The Company will provide a Disability plan for short-term coverage. The company provides, at no cost, short term disability coverage after a seven (7) day period (on the eighth (8) day), which replaces sixty (60%) percent of an employee's straight time rate for up to twenty-six (26) weeks (180 days). Benefits will be payable on the first day of hospital confinement if hospitalization is due to a non-occupational injury/accident.
- B. An employee may use accrued vacation leave to supplement the remaining 40%.
- C. The Company will provide Group Life Insurance coverage for each employee based on the provisions of the insurance carrier agreement for similarly situated employees on the contract.
 - a. The Company will also make available to the employees the option of purchasing supplemental life insurance based on the insurance agreement in force with the Company.
 - b. The Company will also make available other products like supplemental insurance (e.g. Allstate) that we provide to other employees.

ARTICLE 19: VACATION LEAVE

- A. Years of Service are based upon the employee's Adjusted Service Date.
- B. Vacation leave shall accrue, at the rates specified in Table I, on a prorated weekly basis.

Table I: Vacation Accrual

Length of Service per Month	Earned Days Leave (Days)	Annual Vacation
0 - 5 years	0.83	10
6 years	1.00	12
7 years	1.08	13
8 years	1.17	14
9 years	1.25	15
10 years	1.33	16
11 years	1.42	17
12 years	1.50	18
13 years	1.58	19
14 years	1.67	20
15 years	1.75	21
16 years	1.83	22
17 years	1.92	23
18 years	2.00	24
19 years	2.08	25
20 years	2.17	26

- C. An employee may carry over from one calendar year to the next an accumulated balance of no more than 200 hours of vacation leave.
- D. Payment of vacation leave will be made for regularly scheduled hours of work falling in the vacation leave period on the basis of the employee’s rate of pay in effect during the vacation leave period. Such payment will be made at the employee’s straight time rate of pay.
- E. Payment in lieu of vacation will not be permitted while the employee remains in the service of the Company. An employee leaving service of the Company for any reason will be paid for the accumulated balance of vacation leave on the basis of the employee’s regular rate of pay in effect on the last day of the employee’s service.
- F. If a day recognized by the Company as a holiday occurs during the period of an employee’s vacation leave, and the day is a regularly scheduled work day for the employee, payment to the employee will be made as holiday pay and the day will not be charged against the employee’s vacation leave accumulated balance.
- G. In applying for and taking vacation leave, employees shall conform to such regulations and procedures as the Company may establish regarding vacation leave.
- H. Consistent with maintaining the workforce necessary for carrying on operations, the Company will grant vacation leave as nearly as possible to the time the employees desire to take vacation leave.

- I. In the event of the death of any employee who was eligible for vacation leave, a payment in lieu of accumulated vacation leave will be made by the Company to the person, persons, or entity designated by appropriate legal authority.

ARTICLE 20: REPORTING TIME AND CALL-INS

When employees report to work at the start of their regular work shift and are not given the opportunity to work because none is available, and were not previously notified not to report to work, they shall be paid two hours reporting time.

When employees start to work, they shall be paid not less than four hours and if they work beyond the four hours, they shall be paid for actual time worked. It shall be the Company's prerogative whether or not to stop work. If employees refuse to start or stop work on their own volition, the minimum set forth herein shall not apply.

A call-in is defined as notification to employees by whatever means to report for work outside of their regular shift, on a regularly scheduled day off or a holiday. Call-ins shall be paid in accordance with one of the following categories:

- A. A call-in two (2) hours prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When employees are called in to work at or after the established starting time on Saturday, Sunday, a scheduled day off or a holiday, they shall be paid not less than four hours at the applicable overtime rate for that day.
- C. If there is an overlapping of an employee's time from the fifth day to the sixth day, the sixth day to the seventh day or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four hour plan as outlined in sub-section B above at the applicable overtime rate, but at no time will the employee receive the four hour guarantee more than once for any one call-in.

ARTICLE 21: TOOL ROOMS

The Company and the Unions agree that it shall be the Company's prerogative to maintain and operate a generally centrally located tool room. The Unions agree that the resources required for the operation of the tool room may, at the Company's option be employed directly by them.

ARTICLE 22: FIRST AID AND SAFETY

The employees covered by the terms of this Agreement shall at all times while in employ of the Company be bound by the safety rules and regulations as established by the Government and/or the Company. These rules and regulations are to be posted at conspicuous places throughout the plant.

- A. The Company, with the aid of the Government, shall maintain compliance with the Government's Safety, Health and Environmental Programs, by partnering with Government's Management and Labor for a safe, healthy work environment.
- B. Employees are required to wear appropriate Personal Protective Equipment (PPE) while at the work site. The Company agrees to reimburse annually an amount up to \$140.00 beginning in 2012 and increasing by \$5.00 per year thereafter, for the purchase of safety shoes. The Company agrees to reimburse biannually, at rates specified within Company Policies, for the purchase of prescription safety glasses for use by employees.
- C. Employees injured on the job shall not be at loss of pay on the day of an injury or during a revisit or follow-up appointment to a doctor during work hours.
- D. Employees injured on the job must be examined at the MSFC medical center unless medical personnel determine transportation to a local hospital is required.
- E. Employees injured on the job shall be subject to alcohol and drug screening either after release from the MSFC medical center or as part of examination and treatment in hospital per Company Policy.
- F. Employees involved in vehicular accidents on the job shall be subject to alcohol and drug screening per Company Policy.
- G. Employees involved in accidents causing damage to Government property shall be subject to alcohol and drug screening per Company Policy.

ARTICLE 23: PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

ARTICLE 24: PERIODIC MEETINGS

Periodic meetings shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE 25: GENERAL SAVINGS CLAUSE

- A. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

- B. It is mutually agreed by the parties hereto that if any liability by signatory Local Unions to this Agreement should arise, such liability shall be several and not joint.

ARTICLE 26: WORK STOPPAGES

There shall be no strikes, work stoppages, picketing or slowdown by the unions or employees against the company or any other contractor performing work on the project site that would affect the terms of this agreement. There shall be no lockouts by the contractor.

To achieve this end, the following procedures will be followed:

- A. If the Company contends that any Union has violated this Section, it will contact the President of the North Alabama Building and Construction Trades Council advising of that fact. The President will immediately instruct the Local Union(s) signatory to this Agreement to cease any violation of this Section and advise the Company and Government of action taken.
- B. After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Company shall notify the President of the Building Trades Council who will immediately institute any necessary further action. In the event that said further action on the part of the Council becomes necessary, it is understood that the Local Union(s) Business Representative involved, pledge their full cooperation and institute any action necessary to protect the integrity of the project.
- C. If any of the Unions or the employees contend that the Company has violated this Section, such Unions on behalf of the employees will immediately inform the Site Manager of the Company who will immediately take any necessary steps within means to bring about corrective action.

ARTICLE 27: REQUIRED PROCEDURES, CERTIFICATIONS, AND TUITION REIMBURSEMENT

The Company shall see that its employees are in compliance with NASA's procedures and certifications in a sufficient number to perform their assigned duties.

The Company shall provide the employees with the same tuition reimbursement program that it provides to its other employees working under the METTS Propulsion Test Group contract.

ARTICLE 28: TERM OF THE AGREEMENT

This agreement shall become effective on the 16th day of May 2012 and remain in full force and effect through the 16th day of May 2015 and shall continue in force from year to year thereafter unless written notice or reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

ARTICLE 29: SUCCESSOR AND ASSIGNS

This Agreement shall be binding not only upon the Company but upon its successors and Assigns.

For the Union:

For the Company:

Olton J. Holmes, Sr.
Business Representative
Bricklayers and Allied Craftworkers
Local No. 06

Kenneth T. Lyles
Chief Administrative Officer
ERC, Inc.

Jim Mayfield
Business Representative
Painters Local Union No. 1293
District Council 77

Ward Johnson
Sr. Vice President/General Manager
Jacobs Technology, Inc.

Gary Dalrymple
Business Manager
Operating Engineers Local No. 320

Dennis Ricketts
Business Representative
Plumbing and Steamfitters Local No. 377

Donnie Finley
Business Representative
Mid-South Carpenters Regional Council
Carpenters, Local Union No. 1209

Willard Coe

Business Representative

Southeast Laborers District Council

Laborers Local Union No. 366

Steve Crunk

Business Representative

Electrical Local Union No. 558

Brent Newsom

Business Representative

Sheetmetal Local Union No. 48

Wayne Jennings

Business Representative

Southern States Millwright Regional Council

Millwright, Local Union No. 1192