COLLECTIVE BARGAINING AGREEMENT

AT

REDSTONE ARSENAL, ALABAMA

BETWEEN

GLOBAL MANAGEMENT SYSTEMS, INC.

AND

THE COMMUNICATIONS WORKERS OF AMERICA

FROM April 1, 2013 TO March 31, 2016
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ARTICLE I
AGREEMENT

This Agreement made and entered into this first day April 1, 2013, by and between Global Management Systems, Inc., hereinafter referred to as the "Company" and the Communications Workers of America, hereinafter referred to as the "Union."

The Company hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its in the collective bargaining unit certified by the NLRB in Case 10-RC-14302.

ARTICLE II
RESPONSIBLE UNION-PARTY COMPANY RELATIONSHIP

The Company and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly, in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.
ARTICLE III
ABSENCES

A. Any ordered to military duty shall be granted a leave of absence, without pay, for such period of time as may be required for such duty. Upon the employee’s return from such service, if the employee is eligible for reemployment under the terms of the Universal Military Training and Select Service Act, employee shall be credited for all purposes for all time spent in such military service. For all other purposes under this Agreement, employee period of service with the armed forces shall be included in determining employee seniority as required by law.

B. Annual military leave and emergency military leave caused by a natural disaster will be granted employee. The Company will pay the difference between military reserve pay and the Company's base pay, exclusive of premiums. Such payment is not to exceed twelve (12) working days. The employee must present to the Company a copy of Military Orders or other certification stipulating the period of service and submit suitable certification as to military pay and allowances received. If an employee is called up for active duty for a period in excess of twelve (12) working days, the employee will be granted unpaid leave of absence.

C. Death in the Immediate Family- In case of a confirmed death in the immediate family, a full-time employee shall be granted paid absence in conformity with the schedule below:

1. Spouse or Children (including step children): Three (3) days

2. Mother, Father, Sister, Brother, Grandparents, Grandchild, Mother-in-Law, and Father-in-Law: Three (3) days

- Death-in-the-family time off may be taken in consecutive days any time during the ten (10) days following the death of a relative. The Company must approve anything past ten (10) days.

- Pay for such time off shall be computed at eight (8) hours per day at the employee’s straight time hourly rate inclusive of shift premium.
• Verification may be requested by the Company and submitted to the Site Manager.

• Pay for time not worked under the provisions of the Article shall be considered as time worked for the purpose of computing overtime.

• Pay for part-time employees shall be pro-rated if they were scheduled to work.

D. Jury Duty - An employee who is called in for jury duty will be compensated by the Company for the payment the employee would have received for the straight time hours the employee was thereby required to lose from the regular work schedule, but not to exceed the number of hours per day nor the number of days per week the employee is regularly scheduled to work. Such payment will be computed at the employee’s established basic hourly rate. Court reimbursed mileage and/or meal payments will not be included as jury duty compensation.

• Documentary proof of jury duty will be required. Payment will be limited to those hours reflected on the court document plus one (1) hour for travel and inconvenience.

E. Voting- Employees shall be allowed the necessary time off with pay, not to exceed one (1) hour, to vote in any federal, state or municipal election.

F. A leave of absence without pay for up to 30 days may be granted for personal reasons subject to the Supervisor's approval. Such leave may be renewed or extended by the Company.

ARTICLE IV
BULLETIN BOARDS

Bulletin Boards shall be furnished by the Company for the Union's use for the purpose of posting notices to Union Members. The Union agrees that it shall confine such posted notices to information concerning Company-Union relations and to matters of concern to Union members. Posting on the bulletin board shall
be the responsibility of the Union Steward.

ARTICLE V
DEDUCTION OF UNION DUES

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. (For the purpose of this article, "employee" shall mean any person entering into the bargaining unit.)

A. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who, on the effective date of this Agreement, was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this Agreement until the termination of this Agreement.

B. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following her return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one-month duration.

C. Authorization for the deduction of Union dues shall be on the form, a sample of which is attached to this agreement.

D. The Company agrees to supply the Local Union, on a monthly basis, with a list of all employees in the bargaining unit. This list will indicate the employee's name, sex, social security number, address, hourly rate of pay, whether or not a properly executed dues deduction card is on file and the amount of dues
deducted. Part-timers' monthly earnings will be included on this report.

E. An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The employee's authorization shall be automatically reinstated after a return from a leave of absence.

F. The Secretary-Treasurer of the Communications Workers of America will certify any change in the amount of monthly Union dues to the Company. A certification that changes the dues shall become effective the first day of the fiscal month following the date the Company received such certification.

G. Dues deduction for part-time employees shall be prorated based on actual hours worked each week to determine the part-time employee's weekly basic pay. Weekly basic pay is defined as the employee hourly rate times 40.

H. Indemnification\Legal Actions: The Union agrees to indemnify and to hold the Company harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs, and expenses in any manner arising out of or in connection with actions by the Company under the provisions of Article 3 and any provision relating to union security. In the event any legal action is taken against the Company, the Union shall defend such action at its own expense and the Company shall cooperate with the Union in the defense thereof.

ARTICLE VI
RIGHT OF EMPLOYEES TO UNION REPRESENTATION

The Company shall advise an employee of their right to a Union Representative, and warrant such request prior to an investigative interview of discussion that may result in disciplinary action.
ARTICLE VII
DISCHARGES, SUSPENSIONS, AND DEMOTIONS FOR CAUSE

In the event any employee is discharged, suspended, or demoted for cause, the Local Union shall be notified in writing of such action. A written claim that the discharge, suspension, or demotion was without just cause must be filed by the Union within thirty (30) days.

If, as a result of the grievance or arbitration procedure, it is determined that the employee was discharged, suspended, or demoted without just cause, the Company agrees to reinstate the employee, without loss of any benefits or rights, and to reimburse the employee according to the following:

A. In a discharge case, the employee shall receive their regular rate of pay for all time lost unless the Arbitrator orders reinstatement without back pay, or the Arbitrator reduces the discharge to a period of suspension, with pay for any reimbursable period computed according to the provisions of this paragraph.

B. In a suspension case, the employee shall receive their regular rate of pay for all time lost.

C. In a demotion case, the employee shall be made whole for the difference between their rate on the job from which the employee was demoted and the employee rate on the job to which the employee was demoted for all hours worked on the lower rated job.

D. All entries relating to the suspension, discharge, or demotion that was used by the Company during the grievance or arbitration procedure will be purged from the employee's personnel file.

ARTICLE VIII
RECORDS

A. All personnel records kept by the Company on an employee, that may affect the conditions of employment, shall be subject to the employee’s inspection.
B. Upon the development of a grievance condition where it is necessary to develop pertinent facts having to do with the presentation or resolution of such a grievance, the personnel record of any employee shall be subject to inspection by the Union upon written consent.

C. When entries other than those of a routine nature are made to an employee's personnel record that may affect the conditions of her employment, the employee will be given a copy of said entry. When such an entry is to be made in a personnel record, it shall be made within seven (7) days of the occurrence of the incident to which the entry refers.

D. After a written reprimand has been on file for a period of one (1) year without any intervening disciplinary action pertaining to the same subject matter, it will be removed from the employee's personnel record.

ARTICLE IX
GRIEVANCE PROCEDURE

A. The Company and the Union agree that every effort will be made to settle grievances at the lowest possible level.

B. Grievance Processing

Step 1: An employee who believes they has a grievance shall discuss it with their Supervisor (for Operators-Chief Operator or Site Manager) either alone or accompanied by her Union Steward, as the desires, within thirty (30) calendar days after such grievance occurred. The Supervisor must render a decision within thirty (30) work days.

Step 2: If the grievance is not settled in Step 1 and employee or the Union desires to appeal, the grievance shall be reduced to writing and presented to the Site Manager by the Local President or his designated representative within fifteen (15) work days after receiving the Supervisor's decision. The Site Manager must render his decision within fifteen (15) work days.

Step 3: If the grievance is not settled in Step 2, the Union may appeal the grievance within twenty (20) work days of receiving the Company's second
answer. Such appealed grievances shall be presented to the Company's Executive Vice President by an International Union Representative or his designated representative.

Step 4: In the event the previous steps fail to resolve the grievance, the Union may take the question to arbitration.

C. The time limits provided above may be extended or waived by Agreement of the parties in writing.

D. An employee who has a grievance may present said grievance to her immediate Supervisor during regular work hours. A Union Steward may investigate, discuss, and present a grievance of an employee or employees during regular work hours, without suffering loss of pay for time so spent.

E. The Steward's participation shall be by telephonic means whenever possible.

F. The Company and the Union shall certify to each other the names and titles of their respective representatives who are authorized to handle grievances.

G. The grievance procedure outlined above shall not prevent the employee from reporting Health and/or Occupational Safety Issues to appropriate Government agencies (i.e. OSHA).

ARTICLE X
ARBITRATION

A. Any dispute arising under the terms of this Agreement that cannot be settled between the parties involved may be submitted by either party, on written notice to the other party, to an impartial arbitrator mutually agreeable to both parties, providing this is done within ninety (90) calendar days from the date of receipt of a final offer to such disputes.

B. If, within ten (10) work days of such demand, the parties are unable to agree on the person to be selected as arbitrator, an arbitrator shall be designated upon request of either party by the Federal Mediation and Conciliation
Service.

C. The arbitrator shall have the authority to rule on the full merits of any grievance properly referred to him and shall have the authority to order an appropriate remedy. However, the arbitrator shall not have the authority to add to, subtract from, modify, or alter any terms of this Agreement. Any decision made in compliance with the foregoing shall be final and the parties agree to abide by such decision.

D. Within thirty (30) calendar days following the close of the arbitration hearing, the arbitrator shall render a decision in writing to both parties.

E. The time limits provided above may be extended or waived by agreement of the parties in writing.

F. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fee and expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by both parties.

ARTICLE XI
HEALTH AND BENEFIT FUNDS (GROUP INSURANCE)

A. The Company agrees to pay Health and Benefit funds on behalf of each covered under this Agreement. The Health and Benefit hourly contribution (based on all hours, not to exceed 2,080 hours per year) shall be in accordance with the following schedule for each hour worked to include holiday, overtime, vacation and sick leave:

Effective October 1, 2013- Three dollars and seventy-one cents ($3.71) per hour.
Effective October 1, 2014- Three dollars and seventy-one cents ($3.71) per hour.
Effective October 1, 2015- Three dollars and seventy-one cents ($3.71) per hour.

B. Company Health Plan for full time Employees:
The following health plan items are included as part of the Health and Benefits for full time employees, in accordance with the Company sponsored health care plan.

- Medical and Vision Plan (medical includes emergency, routine and diagnostic care, prescription and laboratory coverage). Vision coverage cannot be elected separately. The employee must be enrolled in the Medical plan to get Vision coverage.

- Dental Plan

- Life Insurance/Accidental Death and Dismemberment ($25,000 per), Short Term Disability and Long Term Disability Plan.

Full-time employees may elect dependent medical and vision, and dental, coverage as follows:

- 1 Dependent: $27.50 per pay period
- 2 or more Dependents: $52.00 per pay period
1. Full-time employees who do not elect to enroll in the Company Health Plan will be paid $1.53/hour in lieu of these benefits.

2. If a full-time elects not to enroll in the Medical & Vision and the Dental Plan, they may, as an option, purchase the Life Insurance/Accidental Death & Dismemberment & Short-Term Disability insurance, subject to the Insurance Provider's terms & conditions, at the following rate:

3. Life. AD&D, STD & LTD: $6.00 per pay period

4. Part-time employees shall not be eligible for the Company Health Plan listed above. Part-time employees will be paid $1.53/hour in lieu of these benefits.

5. The Union shall be notified of any impending change to the medical coverage portion of Company Health Plan three weeks prior to implementation.

ARTICLE XII
HEALTH AND SAFETY

The Company shall ensure that its employees perform their work in a safe manner and that all work is accomplished in accordance with OSHA, EPA, state, and local laws, statutes, and regulations.

It shall be the duty of the Company to maintain the work place in a safe, clean, and sanitary condition. The Company shall provide training necessary for safe operations of job performance.

Employees shall be required to comply with all safety rules and regulations established by the Company and the Government, to practice safe work habits, and to wear such protective clothing or such safety equipment as may be required for safe operation of job performance.

No employee shall be required to work under unsafe or unhealthful conditions. If the employee has sufficient reason to believe that such conditions exist, the employee will consult with the Supervisor and/or the Shop Steward. The Company and the Union shall work together in an effort to correct said conditions.
No employee shall be discharged or otherwise disciplined for refusing to do a job not made safe or that might endanger her health. It is understood that abuse of these provisions may be cause for disciplinary action.

ARTICLE XIII
HOLIDAYS

A. Full-time regular employees (including probationary employees) will receive ten (10) Company paid holidays as follows:

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

B. In addition to the holidays reflected above, employees shall be granted, subject to the approval of the contracting officer, any holiday that may hereinafter be established by an Act of Congress of the United States or by proclamation of the President of the United States. Holidays will be observed on the day specified by Congressional Directive. Holiday pay shall consist of eight (8) hours pay at the employee's straight time rate, inclusive of shift premium, provided the employee works the regularly scheduled work shifts immediately before, and immediately following the holiday. Failure to adhere to work schedules preceding and concurring to a holiday will result in the loss of employee's shift differential. In the event a holiday included in this agreement falls within a customer-designated 4-day workweek (10 hour/workdays), holiday pay will consist of ten (10) hours pay at the employee’s straight time rate. Work, as defined by this paragraph, includes any paid time off as provided by the terms of this Agreement. Paid holidays not worked shall be considered as time worked for purposes of computing overtime.
C. An employee required to work on any of the above holidays shall receive, in addition to holiday pay, one and one-half times that employee’s hourly rate for all hours worked, inclusive of shift premium.

D. For those employees that are required to work Christmas, New Year’s Day, or Independence Day, that calendar day will be declared the holiday for holiday pay purposes. All other holidays included in this agreement will be observed, for holiday pay purposes, on the calendar day specified by Congressional Directive.

E. Part-time employees shall receive the appropriate pro rata for all holidays based on hours worked the previous workweek.

ARTICLE XIV
HOURS OF WORK AND OVERTIME

A. HOURS OF WORK:

1. Regular Work Week:

a. The Company work week for Redstone Arsenal runs from 11:30 am Friday to 11:00 am the following Friday. A “Regular Shift” shall be scheduled at least four (4) days in advance, as provided for in this Article, and shall consist of eight (8) consecutive hours during a "Regular Work Day," inclusive of meal periods of not less than one-half (1/2) hour or more than one (1) hour each. Note: Redstone Arsenal is currently operating under an alternative work schedule. However, the IMCS contractor is required to provide services from 0700 Monday through 1700 Friday.

b. The regular workweek for full-time telephone operators consists of the first five (5) shifts worked in a calendar week (Sunday through Saturday).

c. Full-time and Part-time employee schedules will be posted separately. Normally, Part-time employee schedules will include all holidays and weekends.
2. Four-Day Work Week: On those occasions when the installation requires employees to work a four-day workweek, the following will apply:

a. Employees will work four (4) consecutive ten (10) hour days at their regular hourly rate of pay.

b. All hours in excess of ten (10) will be paid at the overtime rate.

3. Part-Time Employees: A part-time employee is one who is normally scheduled to work less than forty (40) hours per week.

4. The Government determines the hours and days of operation. The Company shall set the hours of work and schedules consistent with the requirements of its contract with the Government. Should the Company determine that it must change the current work schedule, the Company shall provide the Union with notice of such change.

B. TIME AND ONE-HALF SHALL BE PAID:

1. For hours in excess of eight (8) on a regular workday.

2. For hours worked in excess of forty (40) in a regular workweek.

3. For all hours worked on a holiday in addition to eight (8) hours straight time holiday pay.

C. PAID TIME OFF: Paid time off shall be considered as time worked for the purpose of computing overtime except it cannot be used to extend overtime in any given day.

D. SHIFT DIFFERENTIAL: Any hours worked between 11:00 p.m. and before 7:00 a.m. shall be defined as night shift hours. Any hours worked after 3:00 p.m. and before 11:00 p.m. shall be defined as evening shift hours. Starting times are the exclusive functions of management and shall be made whenever necessary. *Any employee shall receive the shift differential applicable to the shift which is regularly assigned for all work performed while she is so assigned in locations where there is more than one shift (tour); Employees in the same title will select the shift (tour) of*
their choice by seniority, subject to the supervisor's approval, which shall not be unreasonably withheld.

E. Employees assigned to shifts with hours worked within the times listed below will be paid the shift differential as follows:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>7:00a.m. to 3:00p.m.</td>
<td>$ .00</td>
</tr>
<tr>
<td>Evening</td>
<td>3:00p.m. to 11:00 p.m.</td>
<td>$ .60</td>
</tr>
<tr>
<td>Night</td>
<td>11:00 p.m. to 7:00 a.m.</td>
<td>$ .75</td>
</tr>
</tbody>
</table>

F. Employees assigned to maintaining the conference bridge scheduling will be paid a shift differential of $0.80 on each hour in addition to their normal hourly rate.

G. SHIFT CHANGES: Changes in an employee's "Regular Shift" shall be made not less than four (4) days in advance and will last no less than seven (7) days.

H. PYRAMIDING OF PREMIUMS: No employee shall receive more than one (1) premium rate, except shift premium, for the same hours worked. If more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

I. OVERTIME WORK: It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. The provisions of this Article are intended to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specified overtime hours per day or per week.

J. CALL-IN PAY: When an employee is called in or scheduled to work on a holiday or on one of the employee's scheduled days off, or is recalled after completing a day's assignment and has checked out and left the place of employment, the employee shall receive not less than the equivalent of four (4) hours pay at the applicable rate. An employee shall not receive more than double time for call-ins. An employee shall be deemed to have been requested to work on a regular shift, unless notified by a supervisor to the contrary, at or before the close of the previous day's shift. Time actually
worked will be paid at the applicable rate if the time exceeds four (4) hours. Insofar as practicable, call-in hours shall be equalized among qualified employees who normally perform this type of work.

K. CHOICE OF SHIFTS: Employees in the same title who are not scheduled to work identical shifts will be allowed to choose their shift by seniority.

L. Nothing in this Agreement shall prevent employees from exchanging weekend coverage and/or other days of work among themselves so long as it does not incur any additional expense for the Company subject to the supervisor's approval.

ARTICLE XV
JOB POSTING, BIDDING, AND PROMOTION PROCEDURES

A. Jobs vacant within the Bargaining Unit will be filled through this job posting and bidding procedure. Notices of vacancies will be posted on bulletin boards within the plant.

1. The notice will state the kind and location of the position together with minimum qualifications required to perform the work.

2. Eligible employees will have a period of five (5) days to notify the Company Representative, as shown on the posted notice, in writing of her desire to be considered for the position. The Company will notify all Bargaining Unit employees before going outside the Company to fill the vacancy.

3. Before filling job vacancies, qualified employees will first be considered in seniority order before filling the vacancy from other sources. When qualifications are substantially equal, seniority will be the determining factor.

4. The Company will notify the Local President and all unsuccessful bidders as to who was selected to fill the vacancy.
5. An employee who is selected for a vacancy in accordance with the job posting and bidding procedures will be placed in the job within thirty (30) days from the date of posting.

**ARTICLE XVI
LAYOFFS**

A. An employee with more than one (1) year of continuous service credit shall be entitled to severance pay when she is involuntarily laid off because of lack of work for a period in excess of forty-five (45) days in accordance with the following schedule:

<table>
<thead>
<tr>
<th>LENGTH OF SERVICE</th>
<th>SEVERANCE PAY</th>
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<tbody>
<tr>
<td>1 Year Through 5 Years</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>6 Years Through 8 Years</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>9 Years Through 11 Years</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>12 Years Through 14 Years</td>
<td>5 Weeks</td>
</tr>
<tr>
<td>15 Years or More</td>
<td>6 Weeks</td>
</tr>
</tbody>
</table>

An employee will not be entitled to severance pay if, within forty-five (45) days after termination of employment, the employee is offered employment with a successor contractor. Also, an employee will not be entitled to severance pay if the Company offers her another job in the area.

B. Employees shall be laid off in the inverse order of seniority, based upon similar work and skill type for the position effected, provided that the more senior is able to perform the job. If the layoff effects a full-time position, then only full-time employees will be considered for layoff. If the layoff effects a part-time position, then only part-time employees will be considered for layoff. Laid off employees will be recalled in the inverse order of layoff.

- In the event of a surplus of a full-time employee with acquired seniority, as defined by this agreement, the surplus full-time employee may elect to assume the position of the junior part-time employee, of similar work and skill type for the position effected. The full-time employee must be senior to the junior part-time
employee, and must notify the supervisor in writing of their election within 3 workdays of the layoff notification by the Company.

C. The Company will not hire new employees for the bargaining unit until all employees in the bargaining unit who have been laid off have been offered reemployment as per paragraph B above.

ARTICLE XVII
NON-DISCRIMINATION

A. Neither the Company nor the Union shall discriminate against any employee because of race, color, religion, sex, age, or national origin.

B. The Company shall not interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

ARTICLE XVIII
NO STRIKE-NO LOCKOUT

The Union agrees that during the life of this Agreement there shall be no strikes or stoppages of work called, authorized, approved, or sanctioned by the Union. The Company agrees that during the life of this Agreement there shall be no lockout of employees. Any differences, questions, disputes, or controversies under this Agreement shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XIX
PAYROLL PERIODS AND PAYCHECK DATES

Effective July 1, 2013 payroll will go to a semi-monthly pay cycle. The first pay
period commences on the 1st day of the month and ends on the 15th day of the month; the second period begins on the 16th of the month and ends on the last day of the month. Paychecks are issued on the 15th and the last day of the month. If either date falls on a weekend or a holiday, GMSI issues paychecks on the Friday, or the business day before.

**ARTICLE XXI**

**PENSION PLANS**

Effective July 1, 2013 the Company will contribute sixty (.60) cents per hour worked per employee in 2013, sixty-five (.65) cents per hour worked in 2014, and seventy (.70) cents per hour worked in 2015 into the IUE/CWA 401 (k) Plan for employees covered under this Agreement.

**ARTICLE XXII**

**PERFORMANCE OF BARGAINING UNIT WORK**

The Company agrees that no employee will be surplused as a result of Management performing bargaining unit work or sub-contracting bargaining unit work.

**ARTICLE XXIII**

**PICKET LINE**

The Company agrees that it will not discipline an employee for refusing to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees are working.
ARTICLE XXIII
SENIORITY

Seniority, for the purpose of this Agreement, shall be Company service seniority and total seniority as defined below:

A. COMPANY SERVICE SENIORITY represents the total length of an employee's service, commencing with the date of placement on the Company's payroll. Such service shall be used as the basis for determining benefits as otherwise provided for in this Agreement.

B. TOTAL SENIORITY represents the total unbroken length of an employee's service with the Company and predecessor contracts(s) on the telephone operations and maintenance contract as described in this Agreement. Seniority shall be exercised for the purpose of promotion and vacation, and in the event of a reduction in force and recall as otherwise provided for in this Agreement. Seniority shall have no application, nor is it intended to apply, to the accrual of benefits, pension, and like matters except as covered under this Agreement or as mutually agreed.

The Company shall provide a group seniority list to the Union Representative and Shop Steward. Said list shall reflect by job classification both Company service seniority and Total seniority dates. The list shall be revised and brought up-to-date semi-annually.

C. ACQUISITION OF SENIORITY:

1. NEW HIRE EMPLOYEES: Employees shall be considered on new hire probation and not entitled to seniority until they have acquired ninety (90) calendar days of Company service credit. It is understood an must work continuously during the ninety (90) calendar day probation period and not have a break in service due to on-the-job injury or illness, resulting in the activation of the accident and health benefits. If either of these occurs, the will have to satisfy the continuous ninety (90) calendar day new hire probation period upon returning to work. Upon completion of the ninety (90) calendar day probationary period of employment, the employee shall be considered a regular employee and seniority shall date from the date of hire. The Company may transfer, layoff, and discharge
such new hire probationary employees. Such action shall not be reviewable through the grievance procedure.

2. BROKEN SENIORITY: Seniority shall be broken and employees shall have their names deleted from the seniority list under the following circumstances:

a. Discharge for just cause
b. Resignation
c. Retirement
d. Failure to comply with, in the case of a layoff, the reduction in force and recall provisions as set forth in this Agreement.
e. Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report to work is shown.
f. Absence in excess of three (3) consecutive working days without notice, whether by telephone or written message to the appropriate supervisor or manager, unless satisfactory evidence of inability to report to work is shown.
g. Failure to be recalled from layoff within twelve (12) months after the date of such layoff.

D. RECALL RIGHTS: In recall, the most senior employee laid off or reduced who has the skill and ability to do the work at once shall be recalled first.

E. TEMPORARY PROMOTION TO GROUP LEADER: An employee who is promoted on a temporary basis to the classification of Group Leader shall be required to perform all duties of a supervisor or management position. Such temporarily promoted employees shall continue to accrue total seniority and remain subject to all other provisions of the agreement. Such temporary promotions shall not exceed a period of six (6) months in any twelve (12) month period and the Company shall not be required to promote this classification unless necessary to meet the operational requirements.

Employees assigned to this classification will be paid at the employee’s
hourly rate plus ten percent (10%) for the time that the employee actually works in the higher classification (overtime included).

F. TEMPORARY UPGRADE: Any employee temporarily relieving or substituting for another employee in a higher classification shall be paid at the hourly rate of such higher classification for the time that the employee actually works in the higher classification (overtime included).

ARTICLE XXIV
SICKNESS ABSENCE

Regular full-time employees shall accrue sick leave at the rate of 56 hours per year.

Part-time employees shall accrue sick leave on a pro rata basis of the rate of 56 hours per year.

Unused sick leave will be carried over at the end of the calendar year.

ARTICLE XXV
TRAVEL EXPENSE

Employees working away from the headquarters location will receive, in addition to their base pay, the following:

A. The Company will reimburse according to the provisions of the Federal Acquisition Regulations-Joint Travel Regulations for meals, motel/hotel accommodations, laundry, and public transportation incurred while on assignment away from the headquarters location.

B. The Company will pay for transportation to and from these locations by common carrier.

C. If the employee desires and the Company approves, employee may furnish employee own means of transportation and the Company will pay employee under the provisions of the Federal Acquisition Regulations-
Joint Travel Regulations.

D. Time spent traveling on Company business shall be considered as time worked not to exceed 8 hours per travel day.

ARTICLE XXVI
UNION REPRESENTATIVES

A. Employees designated by the Union will be granted the necessary time off to carry out the business of the Union. Such time off shall be without pay, but shall be considered as time worked for the purpose of determining seniority, wage increases, and other benefits.

B. No Union Representative shall suffer a loss in pay while attending any joint Union-Company meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time.

C. Time spent by Local Union Representatives in investigating and attending grievance meetings during scheduled work hours shall be considered as time worked.

D. The Company and the Union shall certify to each other the names and titles of their respective representatives who are authorized to handle grievances.

E. Notwithstanding the above, only one (1) member of the bargaining unit shall be absent at the same time to conduct business of the Union.

ARTICLE XXVII
VACATION

A. VACATION ELIGIBILITY: Full-time employees shall be eligible for vacation with pay in accordance with the following accrual schedule:
<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Number of Weeks Eligible</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>2 weeks (80 hours) per year</td>
<td>3.33 hours per pay period</td>
</tr>
<tr>
<td>5 years or more</td>
<td>3 weeks (120 hours) per year</td>
<td>5.00 hours per pay period</td>
</tr>
<tr>
<td>10 years or more</td>
<td>4 weeks (160 hours) per year</td>
<td>6.67 hours per pay period</td>
</tr>
<tr>
<td>20 years or more</td>
<td>5 weeks (200 hours) per year</td>
<td>8.33 hours per pay period</td>
</tr>
</tbody>
</table>

1. For the purposes of vacation accrual, each year shall run from January 1 through December 31. Eligible vacation must be used during this 12-month period, except employees can carry over a maximum of 80 hours of vacation into the next calendar year. Vacation must be scheduled in advance with the employee's supervisor. Vacation shall be accrued during the year at a rate as shown above.

2. Employee's vacation eligibility is based upon years of service with Global Management Systems, Inc. and with predecessor contractors for ATS Prime Contract work at Redstone.

3. In the event of termination or separation from the Company, unused accrued vacation shall be paid to the employee unless the employee fails to provide at least 10 working days written notice, or is terminated for cause.

4. Vacation eligibility for part-time employees (employees who normally work less than 40 hours per week) shall be based upon the same schedule, accrual to be prorated based upon actual hours worked, compared to a full-time schedule (2080 hrs), during the year.

B. SCHEDULING VACATIONS:

1. In the event of a scheduling conflict, seniority will determine the employee's selection of vacation schedule, and full-time employees shall have precedence over part-time employees. Vacation
scheduling is subject to supervisor approval.

2. An employee eligible for a vacation under this Agreement shall not be scheduled to work on either Saturday or Sunday immediately preceding her scheduled vacation.

3. Generally, a vacation shall consist of seven (7) consecutive days commencing with Monday and ending the following Sunday. Employees will be permitted to take vacation in increments of less than eight (8) hours.

4. Two (2) weeks’ notice should be given whenever possible for vacation periods in excess of three (3) days.

C. VACATION PAY: Vacation pay shall be at the employee’s base wage rate at the time vacation is taken, or at time of termination/separation.

D. VACATION RESCHEDULING:

1. If an employee is ill on the first day of her vacation period, her vacation shall be rescheduled upon request.

2. Should additional weeks of vacation become available, said vacation weeks shall be offered to the employees in the order of seniority.

E. When an authorized holiday falls within an employee's vacation period, the employee should charge their hours to holiday.

F. Notwithstanding the above, an employee shall be allowed to take eligible vacation accrued at any time during the year.

ARTICLE XXVIII
WAGES

<table>
<thead>
<tr>
<th>Title</th>
<th>Location</th>
<th>10/1/13</th>
<th>10/1/14</th>
<th>10/1/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Operator</td>
<td>Redstone</td>
<td>14.56</td>
<td>15.00</td>
<td>15.45</td>
</tr>
</tbody>
</table>
ARTICLE XXIX
EARLY DISMISSAL/HAZARDOUS WEATHER CONDITIONS

When a determination has been made by the U.S. Government that early dismissal or closure of an installation is warranted due to hazardous weather conditions, s (other than those who perform critical services) may be excused with pay for the specified period of time prior to the Activity's normal closing time or for the entire workday not to exceed eight (8) hours except for those employees scheduled to work a normal four (4) day workweek.

ARTICLE XXX
FEDERAL AND STATE LAWS

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE XXXI
AMENDMENTS

Any provisions of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE XXXII
DURATION OF AGREEMENT

A. This Agreement shall become effective as of 1 April 2013 and shall remain in effect until 31 March 2016 and thereafter shall continue in effect unless terminated by either party at the end of the initial period, or at any time thereafter by notice in writing to the other party sixty (60) days prior to the end of the initial period, or sixty (60) days prior to the date thereafter on which termination shall become effective.
B. NEGOTIATIONS: In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such a written request is made (and the other party has not terminated the Agreement), the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party given sixty (60) days written notice of termination to the other party.

C. EMPLOYMENT AGREEMENT: The Company agrees that any and all paragraphs contained in the Employment Agreement signed by members of the bargaining units that are counter to the provisions contained in the Collective Bargaining Agreement between the parties are declared null and void.

ARTICLE XXXIII
SUCCESSOR CLAUSE

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

Respective Parties signify their acceptance of all elements of this agreement
by signing below:

FOR THE COMPANY

Matthew J Kimbahan
Executive Vice President
Global Management Systems, Inc (GMSI)

Date: 5-13-13

FOR THE UNION

M. Smith
CWA Staff Representative

Date: 5-10-13
REDSTONE ARSENAL CBA
MEMORANDUM OF AGREEMENT
BETWEEN
CWA AND GMSI

The Collective Bargaining Agreement will be extended through either the date operations cease to exist or September 3, 2016 under the current terms and conditions with the following exceptions:

1. Provide an extension of healthcare benefits at the current level and cost, including dental and medical, for a period of 2 months following the termination of employment. Employees who previously declined healthcare benefits coverage in exchange for an additional $1.50 per hour in wages will be paid a lump sum of $480.00 which is the equivalent of two months at $1.50 per hour.

2. Increase the severance pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>LENGTH OF SERVICE</th>
<th>SEVERANCE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year through 5 Years</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>6 Years through 8 Years</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>9 Years or More</td>
<td>6 Weeks</td>
</tr>
</tbody>
</table>

3. This memorandum of agreement will expire with either the close of operations or September 3, 2016, whichever transpires first.

FOR CWA: ____________________________

FOR GMSI: ____________________________

DATE: ____________________________

DATE: ____________________________