

AGREEMENT

Between

**Communication Workers of America
AFL-CIO**

CWA

*The Union for the
Information Age*

Communication Workers of America

AFL-CIO, CLC

and

MacAulay-Brown, Inc.



**October 1, 2013
through
September 30, 2016**

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Collective Bargaining Agreement
between
MacAulay-Brown, Inc.
and
Communications Workers of America, AFL-CIO Local 3905

PREAMBLE

This Agreement, dated October 1, 2013 through September 30, 2016 between MacAulay-Brown, Inc, (hereinafter referred to as "the Corporation") and the Communications Workers of America (hereinafter referred to as "the Union").

WHEREAS, the Union is the exclusive bargaining agent of certain employees of the Corporation, and

WHEREAS, the Union and the Corporation have negotiated a Collective Bargaining Agreement covering wages, hours, and other conditions of employment, and

WHEREAS, the parties desire to reduce the Agreement to writing.

THEREFORE, in consideration of the mutual determinations made in negotiation, the parties agree to the provisions set forth in this document.

ARTICLE 1

TERMS of AGREEMENT

For the purpose of this Agreement, "employees" refers only to those persons who are employed by the Corporation and within the Bargaining Unit defined in the recognition clause. The following employees are excluded from the above Bargaining Unit: professional and administrative employees, temporary, and temporary part-time employees (except as specifically provided for), office clerical employees, all managers, and other supervisors as defined in the National Labor Relations Act.

This Agreement shall only be modified in a written document signed by authorized representatives of the Corporation and the Union. This Agreement and such modifications are binding on the Bargaining Unit Employees, the Corporation, and the Union.

RECOGNITION and SCOPE

The Corporation agrees to recognize the Union as the exclusive representative and sole collective bargaining agent for all regular full-time and regular part-time employees who are classified on a job classification set forth in Article 20 of this Agreement and are working at the George C. Marshall Space Flight Center.

ARTICLE 2

MANAGEMENT RIGHTS

The Corporation has exclusive authority to lead and manage the work force. This authority includes the right to determine the size and composition of the work force; establish physical and mental requirements for work performance; assign work and work shifts; ensure productivity of each employee, redirect their work to the greatest need as required; hire, transfer, promote, discipline, suspend, or discharge for cause any employee; and layoff employees for legitimate reasons such as reduction in workload. It also includes the right to manage facilities; control and regulate equipment and other property; establish and implement directives that govern the work and work force; determine the products and services to be provided; determine the processes to be followed in providing products and services and administering these activities; and other functions common to the exercise of leadership and management responsibilities. In exercising its authority and rights, the Corporation will honor the provisions of this Agreement and ensure equitable treatment of Union employees.

ARTICLE 3

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.

ARTICLE 4

UNION SECURITY and RIGHTS of EMPLOYEES

It shall be a condition of employment that the employees covered by this Agreement who are not a member of the Union on the thirtieth (30th) day from the date of this Agreement or from the date of their employment shall pay monthly to the Union by authorized payroll deduction an amount equivalent to all regular Union dues and assessments as a service fee to the Union since it is required by law to represent them.

Section 2.

The following provisions apply to the payment of union dues:

- a) Employee deductions pursuant to this Article will be made from their net earnings each payday. The Communications Workers of America Secretary-Treasurer's Office will determine the deduction amount based on Communications Workers of America National Convention decisions.
- b) An employee's authorization shall be canceled for the following reasons:
 - 1) Termination of employment and official notice sent to the Local Union President and Local Treasurer.
 - 2) Leave of absence in excess of thirty (30) calendar days.
 - 3) Promotion or transfer to a job not covered by this Agreement.
- c) The employee's authorization shall be automatically reinstated after a return from a leave of absence or return to a job in the Bargaining Unit.
- d) In the event an employee does not have sufficient earnings to cover the deduction for that pay period, the Corporation shall make such deduction from the earnings due the employee on the next regular payday.

Section 3.

The Corporation will remit dues once a month to the National Union no later than 10 days following the last payday of the month on which the deductions were made.

Section 4.

Any change in the amount of monthly union dues will be certified to the Corporation by the Secretary-Treasurer of the Communications Workers of America. This certification shall become effective the first day of the month following the date the Corporation received such certification.

Section 5.

The Union agrees to defend and indemnify and hold the Corporation harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs and expenses in any manner arising out of or connected with action by the Corporation taken pursuant to the provisions of this Article.

Section 6.

- a) The Corporation agrees to supply the National and 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, address, telephone number, job classification, hourly rate of pay, work location, supervisor to whom the employee reports, whether or not a properly executed dues deduction card is on file, the amount of dues deducted, and if the employee is a member or nonmember (agency fee payer) of CWA.
- b) The Local Union will be notified of any status of employment change such as hiring, termination, suspension, transfers, etc.
- c) The Corporation agrees to use electronic reporting.

Section 7.

The Corporation will not interfere with, restrain, intimidate, or coerce any of its employees because of membership in the Union.

Section 8.

A thirty-minute orientation about Communication Workers of America will be given to each new bargaining unit employee. The orientation period will be conducted by the Program Manager of the Corporation and a Union representative paid for by the Company.

ARTICLE 5

SENIORITY

Section 1.

Employee seniority dates will be based on continuous full-time employment or calculated based on part-time hours worked and measured from one of the following starting points:

- a) Newly hired by the Corporation.
- b) Date of employment with predecessor contractor. The employee's ORIGINAL hire date on the task will be used to determine seniority.
- c) Entry into the Bargaining Unit from excluded position or management. All time while in an excluded position or management shall not count toward the purposes of seniority and shall be excluded in a surplus circumstance.

Except as otherwise provided within this Agreement, an employee on layoff or approved leave of absence will continue to accumulate seniority for purposes of reinstatement. In the application of the principles of seniority as provided in this Agreement, the employee involved must be qualified to perform the work involved. In all cases of decrease in the workforce within the Bargaining Unit, recall, shift preference, promotion, or transfer, preference shall be given to employees with the greatest length of seniority where the relative experience, past job performance, skill, and ability of the employee and qualifications of the employees to perform the work are equal.

The Corporation may deviate in the application of principles in this section when it is necessary to hire, retain, or transfer employees who have the ability and qualification to perform all of the job duties of work involved when the Corporation assumes new contracts or for scheduled expansion, provided seniority employees do not have the required ability and qualifications to perform all of the work involved. This right to hire, retain, or transfer employees will also apply to students or graduates of technical and professional schools.

Section 2.

The following provisions apply to seniority computations:

- a) If there has been a break in an employee's service record as provided in Section 3 of this article, then seniority shall be computed from the most recent rehiring date.
- b) In the event more than one employee is hired on the same date, relative seniority between such employees will be established by the last four digits of the social

security number, the lowest number having more seniority. For example, if Employee A last four digits of their social security number is 0472, and Employee B last four digits is 9426, Employee A would have more seniority.

- c) A new employee shall not acquire any seniority under this Agreement until completion of 60 calendar days of continuous service. Any dismissal from employment prior to the end of the 60th day shall not be made the basis of a claim or grievance against the Corporation and there shall be no obligation on the part of the Corporation to retain or re-employ such probationary employee.
- d) If a probationary employee is granted a leave of absence or is absent in excess of 5 work days during the probationary period, the effective date of acquiring seniority will be postponed by a period of time no longer than the employee has been absent or on leave.

Section 3.

An employee's continuous service record shall be considered broken and all rights under this Agreement forfeited except as otherwise specifically provided herein when the employee:

- a) Quits or retires
- b) Is discharged
- c) Fails to notify the Corporation within 5 working days of receipt of recall notice sent by the Corporation by certified mail. It shall be the employees' responsibility to keep the Personnel Department advised of their current address. In the event employees notify the Corporation within these time limits of their intention to return to work, they shall be granted up to 10 working days to report to work if requested.
- d) Does not report to work within 10 working days after notifying the Corporation of intent to return.
- e) Is absent for 3 consecutive working days without reporting to the Corporation while absent a reason which is sufficient to justify such absence; otherwise such absence shall constitute a voluntary termination. Such (3) day period shall commence on the next working day after the employee's reason for absence is last reported. Compliance with this paragraph is not to be construed to mean that excessive absenteeism will be tolerated.
- f) Is absent due to layoff or disability for a period equal to length of continuous service with the Corporation at the time such layoff began, but in no event in excess of 2 years.

Section 4.

The unit for the application of seniority principles shall be by job classification as referred to in Article 21 A.

Section 5.

Employees hired by MacAulay-Brown, Inc. as full-time temporaries for the purpose of filling jobs for a definite period of time, not to exceed 6 months, shall not accumulate seniority. However, if the employee changes status from temporary to regular, the employee's seniority will commence from the date of original hire. Temporary employees will be eligible for leave benefits after 6 months. They will be eligible for holiday pay in accordance with Article 14 of this Agreement.

ARTICLE 6

LAYOFF and RECALL

Section 1. Layoffs

Layoffs shall be governed by the following procedure:

- a) Temporary, probationary, and part-time employees in the affected job classification shall be laid off first.
- b) Employees with the least seniority within the affected job classification will be laid off next.
- c) Employees scheduled to be laid off may exercise their seniority rights by displacing the least senior employee in another classification, provided they are qualified according to Corporation records or are able to prove they are equally qualified to perform the job. Employees shall not be allowed to bump into a higher classification unless they have previously held the job within the last 5 years and are qualified to perform the work as defined in Article 19.
- d) This procedure shall continue until employees are placed in a job or laid off.
- e) Employees scheduled for layoff shall receive their present rate of pay or the maximum rate of the new job to which they are subsequently assigned whichever is less.
- f) Employees displaced more than one rate range shall have the option of taking a layoff.
- g) In decreasing the work force, the Corporation will give laid-off employees 1 weeks notice or more whenever possible.
- h) Employees that are laid off will be paid out for any unused vacation and sick leave.

Section 2. Recall

Employees who have been laid off shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the job in question, subject to the following procedures:

- a) Employees who have been laid off for a period not exceeding 24 months or their length of seniority whichever is lesser, shall be entitled to recall in seniority order to each vacancy that arises in a job for which they are qualified.

- b) If laid-off employees decline recall to a job vacancy more than one rate range lower than the one occupied at the time of lay-off, the Corporation shall only be obligated to offer them recall to a job of like status or pay at the same or within one rate range lower than the job they occupied at the time of layoff.
- c) Employees who do not accept recall to a job in the same rate range or one rate range lower than the job they held at the time of layoff will be considered as terminating their employment.
- d) Employees who are recalled to their former jobs after being laid off shall be returned at the same rate they were paid at the time of layoff or the minimum rate of the classification, whichever is greater.
- e) Employees subject to layoff at a higher classification and who have chosen to accept a lower rated classification, will be eligible to move back into their former classification within 24 months when a vacancy exists at their former rate of pay plus any increases they would have received had the layoff not occurred.
- f.) The Corporation may require physical examinations upon recall from indefinite layoff to determine employee ability and fitness to perform the duties of the job to which they are recalled.
- g) In the event temporary job vacancies occur and there are laid-off employees with rights to such jobs they will be recalled to fill the temporary vacancies in accordance with Article 5, Section 1. If these employees refuse recall to temporary vacancies, they will not lose their recall rights. If it is necessary for the Corporation to hire temporary employees to fill these vacancies, the temporary employees may retain the positions until they are eliminated or become regular positions. If temporary positions become regular positions, they will be offered to regular employees in accordance with the provisions of this Article.
- h) Temporary employees do not have recall rights.

ARTICLE 7

SHIFT PREFERENCE

In the event the Company elects to have shift work, the language in Appendix A will govern.

ARTICLE 8

TRANSFER

Section 1.

The following provisions apply to transfer management:

- a) The Corporation may transfer an employee from one classification or department to another provided there are no qualified employees who have recall rights in that classification, and provided the employee is agreeable to the transfer. Said transfers will be offered starting with the most senior qualified person. If no qualified employee is agreeable to the proposed transfer, the qualified employee having the lowest seniority in the classification will then be transferred.
- b) The Corporation may transfer an employee temporarily from one classification, department, or job assignment to another for periods of 40 consecutive work days or less. Such transfers would be offered in the order of seniority provided that employee has the ability and fitness to perform the job with minimal instruction. If there were no volunteers, the employee (qualified as above) having the lowest seniority in the classification would then be transferred.
- c) The employee may continue to work in classification or department to which he was temporarily assigned for more than 40 consecutive days, by mutual agreement with the Union.
- d) If the employee is temporarily assigned to work in a higher rated job, the employee will receive the higher rate for each hour that is worked.
- e) This article does not preclude the assignment of employees to higher job classifications for the purpose of evaluation for promotion consideration.
- f) When a NASA directed mission or test is involved, beyond normal operations, such temporary transfer may be extended for the duration of the mission or test.

Section 2.

Employees transferred to a job outside the collective Bargaining Unit and later returned to the Unit will continue to accumulate seniority for a maximum of 1 year while working outside the Unit. When transferred back, the employees will be assigned to a position commensurate with their seniority, experience, and qualifications. Employees transferred to Supervisory jobs and subsequently returned to Bargaining Unit jobs within one year are eligible for the seniority provisions of this Agreement. After one year, these employees will retain seniority rights relating to all benefits, but will be considered new hires in the Bargaining Unit for purposes of promotion, layoff, recall, and bumping.

Section 3.

The following provisions apply to temporary employment:

- a) Temporary employees may be hired for the purpose of filling jobs for a definite period of time, not to exceed 6 months unless agreed to by the Union's International Representative. A temporary employee transferred to a regular Bargaining Unit job will be considered as having continuous service from date of hire.
- b) When a regular employee fills a temporary position that is subsequently converted to a permanent position, that employee will automatically retain that position. If a regular employee fills a temporary position that is subsequently eliminated, that employee will be placed in a position that is the same or equal to the one they originally held.
- c) If NASA provides funds for "summer" programs or special summer tasks of a temporary nature, such employees will not be entitled to fringe benefits other than holiday and then only provided the employee qualifies for holiday pay in accordance with the holiday provisions of this Agreement.

Section 4.

The Corporation shall post notice and send one email notification to all MacB employees work email covered under the CBA of vacancies for at least 5 working days before filling them. In cases were directed by the Government customer or Prime Contractor it may be necessary to post a 3 day job posting. In these cases it will be mutually agreed upon by the Union and Management. Supervisors will ensure their employees are aware of the posting. When employees are absent during the posting period, supervisors will ensure they receive notification of the posting when they return. A regular employee who desires to be considered for promotion or transfer may file an application with the appropriate Human Resources Administrator.

The employee must file this application within the 5 day posting period or within 2 day of their return if they are absent during the posting period. Employees may also file in advance with the Human Resources Administrator a written request to be considered for specified potential vacancies for which they are qualified. The Administrator will automatically include them as candidates when the specified vacancies occur. Once the vacancy is filled, the Corporation will announce the selection to the employees.

ARTICLE 9

LEAVE of ABSENCE

Section 1.

Employees who are elected or otherwise selected by the Union to participate in Union activities that require absence from duty will be granted leave of absence without pay subject to the following limitations:

- a) Employees will submit their requests to the MacB Supervisor and MacB Program Manager seeking the leave of absence at least 2 weeks prior to the beginning of the leave. Requests shall not exceed 30 days each calendar year. If the request for leave is unacceptable, the employee shall be notified at least 1 week in advance.
- b) An employee elected or receiving an appointment to a regular Union office will be granted a leave up to 1 year. Thereafter, such leave of absence shall be reviewed on an annual basis if requested by the employee. Upon return from leave, the employee will return to generally similar work.
- c) The Corporation is not required to grant leave of absences to more than eight (8) employees at once.
- d) Seniority will continue to accumulate during such leave of absence.
- e) Leaves of absence shall not be taken to the detriment of providing quality services to customers.

Section 2.

During leaves length of continuous service shall accumulate for up to 24 months. Effective with their return date, employees will receive all salary range increases within the same progression step accruing during the leave and shall return to generally similar work within the same job classification.

Section 3.

In the event the employee has insufficient leave to cover relatively short periods of absence, leave of absence without pay for relatively short periods of time (a week or less) may be granted by the Corporation to employees for personal reasons, and length of continuous service shall accumulate during such leave. An answer will be given, upon the employee's request, within 2 work days. If an employee's request for such leave of absence is denied, his case, if he so requests, will be reviewed within 2 work days by the MacB Program Manager with the Union and the employee involved.

Section 4.

Whenever requested by the Corporation, an application for a leave of absence shall be made in writing by the employee and a copy showing approval or disapproval will be furnished the employee.

Section 5.

Employees away from their jobs because of a compensatory injury or disease as defined by the Workmen's Compensation Act of Alabama will be given a leave of absence and shall accrue length of continuous service while on leave.

Section 6.

Any leave of absence obtained through false pretenses, the determination of which may be subject to the grievance procedure, shall be invalid. The employee's absences shall be recorded as unauthorized and disciplinary action may be taken as the Corporation believes warranted.

Section 7.

The Corporation may require a physical examination upon the expiration of employee leave of absence for medical reasons to determine ability and fitness to return to work. Should a dispute arise as to a resultant diagnosis, the employee may submit a report from a personal physician. If this fails to resolve the matter, the diagnosis of the condition of the employee may be resolved by a mutually acceptable physician.

ARTICLE 10

UNION REPRESENTATION

Section 1.

The following provisions apply to stewards:

- a) Stewards shall be assigned to physical areas defined by mutual agreement of the Corporation and the Union.
- b) Normally stewards will be assigned within their own work area. The Corporation will not transfer a steward out of his regular area of representation as long as there is work available in his classification for which he is qualified and willing to perform, except by Agreement of the Corporation and the Union.
- c) Stewards will not be required to transfer from their area in order to accept a promotion so long as there is work in their area for such classification.
- d) The Corporation and the Union may include the minimum number of representative they deem necessary to engage in the Grievance Procedure.

Section 2.

The Union shall provide the Corporation within 15 days after the effective date of this Agreement with a list of the officers of the Local Union. As soon as possible thereafter, the Union will provide the Corporation with a list containing the names of its stewards. The steward list shall designate the office held and the physical area to which each steward is assigned. Thereafter, the Union shall notify the Corporation promptly, in writing, of any changes and the Corporation shall not be obligated to recognize or deal with the officers or stewards until receipt of written notification. All such notification shall be on the official stationary of the Union. In such cases, the Corporation shall give immediate recognition.

Section 3.

A steward shall not handle any grievance arising outside of his respective assigned area. However, upon notice to the MacB Program Manager, a steward may represent the area of another duly selected steward who is absent from work.

Section 4.

The Corporation agrees that once the Communications Workers of America (Union) presents a majority of authorization cards of any unit to the MSFC Director of Labor

Relations, Contractor, Industrial Labor Relations, as a neutral third party, for verification, the Communications Workers of America will gain recognition.

For the purpose of determining the number of employees that constitute a majority of the proposed Bargaining Unit addition, the employee population will be composed only of those employees employed in the proposed Bargaining Unit addition on the earliest date, which appears on the cards presented to the neutral third party.

The MSFC Director of Labor Relations, Contractor, Industrial Labor Relations will be the only party allowed to see the authorization cards presented by the Communications Workers of America.

The Corporation agrees to furnish the Communications Workers of America the lists of employees by work location with job titles of a particular unit to an authorized CWA representative upon request.

ARTICLE 11

GRIEVANCES, ARBITRATION and DISCIPLINE

Section 1.

A grievance is a dispute arising under the terms of the Agreement and filed by an authorized union representative or an employee in the Bargaining Unit. Grievances may be filed only with regard to interpretation or application of contract provisions. Employees and managers should make every effort to resolve issues through normal channels before filing a grievance.

The Corporation and the Union agree that controversies concerning the provisions of this Agreement shall be settled according to the following procedures:

Step 1, File with the Supervisor: To file a grievance, employees shall personally present an oral description to their immediate supervisor or request their steward to act in their behalf. Employees should file grievances as soon as they identify their issue. Since open and honest discussion is the most desirable method of settling problems, the supervisor, steward, and employee will make every effort to resolve differences in this manner. At any point in the grievance process and by mutual consent, the Corporation or the Union may require the grieved employee to be present for discussions.

If the grievance is not resolved in discussion, it will be written down by the Union steward or the grieving employee and submitted to the Department Manager within 20 work days of the initial grievance filing, with the understanding that the issues will be resolved in a timely manner.

Step 2, File with the Corporation Program Manager: The Corporation Program Manager or his designee will meet with the designated Union representative (and employee if requested) within the next 4 work-days to seek resolution.

The Corporation Program Manager shall respond within 4 work days of the resolution session. If the grievance is settled, the basis of the settlement will be documented and signed by the supervisor, steward, and employee.

Step 3, File with the Corporate Representative or Designee: If the grievance is not resolved at Step 2, it may be appealed to the Corporate Representative or Designee. A copy of the written document shall be presented to the Corporate Representative or Designee within 4 work days of Step 2 completion. The Corporate Representative or Designee will meet with the local president, international staff representative, or designee (and employee if requested) within the next 4 work days to seek resolution.

The Corporate Representative or Designee shall respond within 4 work days of the resolution session. The basis of the settlement will be documented and signed by the program manager, local president, international staff representative, and employee.

Step 4, Submit the grievance to arbitration: If a dispute has not been resolved using the procedures outlined above, the dissatisfied party may submit it to an impartial arbitrator using the following procedure:

- a) The party desiring arbitration (arbitrating party) shall notify the other parties in writing of their intention to pursue arbitration within 30 working days of the termination of Step 3 procedures. This notice will include a statement of the facts at issue and their position with respect to the issues.
- b) Within 5 working days of receipt of the arbitration notice, the Corporation and the Union will select a mutually agreeable arbitrator. If an arbitrator cannot be identified during this period, both parties will request the Federal Mediation and Conciliation Service to provide a panel of 7 impartial arbitrators from which the parties will select an Arbitrator to hear the case at hand. The parties will strike alternately, the Union making the first strike, until only one name remains.. That individual will be appointed as the arbitrator. The Corporation and Union will jointly notify the arbitrating party of this appointment. The appointed arbitrator shall serve only for the specified case at hand, unless the Corporation and Union agree to include other cases in the appointment.
- c) The arbitrator shall consider only those issues and valid amendments of the specific case at hand that have been subject to the grievance procedures. The arbitrator shall afford the Corporation, Union, and arbitrating party a reasonable opportunity to present evidence, witnesses and arguments. Any of the parties may request that witnesses be sworn in to give testimony. The jurisdiction of the arbitrator shall be confined to a determination of the facts and applicability of the specific provisions of this Agreement. The arbitrator has no authority to modify this Agreement in any way. The arbitrator has no authority to interpret any State or Federal law relevant to the case at hand or to consider wages, management rights, or other matters not specifically set forth in this Agreement.
- d) In cases of disciplinary action where the arbitrator determines that the action violated the terms of this Agreement, the arbitrator may vacate the penalty, determine the appropriate type of penalty to be substituted and direct that the Corporation compensate the employee for any wages lost as a result of the incorrect action. The arbitrator shall not make any decision with regard to the magnitude of the discipline, unless the arbitrating party proves that the penalty was inconsistent with penalties applied in similar cases. The arbitrator shall render a decision within 20 days of the receipt of all evidence and argument. The decision shall be final and binding on the Corporation, the Union, and the arbitrating party subject to the limitations specified in this Agreement.
- e) The arbitrator's compensation for services and expenses in connection with the case at hand shall be shared equally between the Corporation and the Union. Any expenses connected with the calling of witnesses shall be paid by the requesting

Section 2.

Unless the Union appeals the grievance within the time limits specified in Steps 1 and 2, the grievance shall be deemed to have been dropped by the Union. The decision by the Corporation shall be final and binding on the Corporation, the Union, and the employees involved.

Section 3.

Written grievances shall set forth the complaint and remedy sought, the Article and Section of this Agreement that is the basis claimed for filing. The employee, steward, or relevant Corporate manager may amend their written documents when they transition from step to step if new information comes to light that clarifies the case for either side.

Section 4.

Awards for back wages claimed under this Agreement shall be exclusive of unemployment compensation or other payments earned by the employee during the period in question.

Section 5.

The following procedures apply to grievance processing:

- a) Employees who choose to be represented by a steward will ask their supervisor to make arrangements with the supervisor of the appropriate steward.
- b) Union stewards will be allowed an amount of time deemed necessary and reasonable to investigate and process grievances.
- c) Stewards will advise their supervisors of the purpose and timing of their absence before leaving their work area. They will expeditiously handle the grievance and report back to their supervisor when they return to the work area.
- d) Aggrieved employees will be allowed sufficient and reasonable time to raise their concerns to the proper Union steward during working hours without loss of pay to the employee, but they will first obtain permission of their supervisor.
- e) The parties agree to facilitate resolution in order to minimize the time spent by the Union representatives in handling, presenting, and adjusting grievances. Should the parties agree that the grievance should be resolved at management level, the process can begin at Step 2 or Step 3.

The parties may mutually agree to extend time limits.

Section 6.

The following procedures apply to disciplinary actions:

- a) If the Corporation elects to discipline an employee formally, they shall notify the employee of the right to Union representation. If the discipline is discharge, the Corporation will suspend the employee first and give the Union 24 hours notice (excluding weekends and holidays) of the pending discharge. The Union shall have reasonable time to discuss the matter with the employee. The Corporation will determine whether or not the employee is to remain at the workplace during the suspension.
- b) The Union may request a meeting with the Corporation to solicit all facts pertaining to the case.
- c) Once deliberations are complete, the Corporation will decide whether to vacate the suspension and proceed with the discharge or some lesser penalty. The Corporation will notify the employee and the Union within 24 hours.
- d) Should the Corporation determine that the facts of the case negate the need for discipline; the employee shall be made whole for time and wages lost during the suspension.
- e) Employees who determine to file a grievance based on a disciplinary action, file at Step 3 of the grievance procedure. They shall file within 7 work days of the disciplinary action. The Corporation shall investigate the grievance and may call the employee, supervisors, managers and other appropriate persons to participate as needed. They shall render a written decision within 7 work days after the grievance has been filed. This decision may be appealed to arbitration.

ARTICLE 12

STRIKES, LOCKOUTS, and WORK STOPPAGES

Section 1.

During the term of this Agreement, the Union agrees that neither it nor its members, individually or collectively, will cause, permit, or take part in any strike, sympathy strike, sit-down, curtailment or restriction of production, or interference with work in or about the Corporation or premises. The Corporation shall not lock out the employees.

Section 2.

Nothing contained herein shall preclude any right to which the Corporation may be entitled to secure legal or other redress against any individual who has caused damage or injury to or loss of its property, nor does the Corporation cede any rights in this regard to which it may be entitled.

ARTICLE 13

HOURS of WORK

Section 1.

The purpose of this article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of work for any period of time. These definitions shall not be interpreted to limit the Corporation's right to assign, change, add, or delete work schedules to meet job requirements.

Section 2.

The normal work day shall consist of 8 hours of work time with a designated period of one-half (1/2) three quarters (3/4) or 1 hour for lunch breaks. Shift workers may be assigned to lunch-on-the-job and work eight consecutive hours, at the department manager's discretion.

Section 3.

The work week shall begin at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday.

Section 4.

The normal work week for each shift consists of 5 consecutive 8 hour days, or 40 hours per week.

The parties of the Collective Bargaining Agreement (CBA) recognize that the contract exists to support MITS customers. Any changes to the work schedule must be government directed and modified to our existing subcontract. The parties of the CBA agree to discuss an implementation plan to incorporate an approved work schedule to meet the Customer's needs.

Section 5.

The normal work week, as described in Section 4, shall not apply to employees assigned to an alternate work week or 7 day continuous operation. Workers assigned to an alternate work week will normally have consecutive days off.

Section 6.

The Corporation shall determine starting time and hours of work. Work schedules may be changed from time to time to meet the varying conditions of the business. Work schedules will be posted in the work areas by the supervisor as far in advance as practical, and it is the employee's responsibility to check the work schedule regularly.

Section 7

Nothing contained herein shall prohibit the use of part-time employees who work regular shifts of less than 40 hours per week.

Section 8

Adjustable Work Schedule (AWS)

AWS offers the employee the opportunity to revise their schedule for pre-approved instances of leave. This option does not replace the guidelines for requesting leave that were previously established.

The goal of AWS is to:

- Offer the employee an opportunity to save accrued leave
- Eliminate LWOP
- Provide Management more scheduling flexibility
- Increase employee morale

AWS offers an employee options for necessary, occasional leave, and is not to be used as a routine flex schedule.

I. Employee Requested AWS

The Employee may request of Management, an AWS for pre-approved leave or, at the Employee's discretion with Management approval, to complete a specific job or task with a near-pending deadline.

- a. An employee may use this option 2 times a week for no more than 4 hours.
- b. Extended hours must be worked in the same week for which the leave is requested.
- c. Requests for AWS must be made in advance or as soon as practical based on the circumstance. The employee must notify their MacB Supervisor of the request in time to schedule the necessary "make up" hours, i.e., 4 hours of leave for Friday, may not be requested on Thursday afternoon. Emergency situations will be dealt with on case by case basis considering information provided by the employee. Every effort will be made to accommodate special circumstances during these instances.
- d. No more than 4 hours may be requested for the AWS leave period. If more leave time is needed, it may be used in conjunction with vacation or sick leave.
- e. Approval will be at Management's discretion, taking into consideration workload, general attendance, etc.
- f. Requests will be reviewed for approval on a first-come, first-serve basis.

- g. AWS make up hours may be worked during the periods of 6 a.m. and 6:30 p.m., Monday through Friday. Saturday and Sunday will not be considered for makeup time.
- h. When employees work a shortened workday, there is no requirement that employees “must” take a ½-hour lunch break. Employees may work the balance of the workday, forgoing the standard lunch period. However, an employee may “choose” to take a lunch break and record it on their timesheet. If an extended AWS is being worked (i.e., 8.5–12 hours), then a regular lunch period should be observed. Regular break intervals should be exercised regardless of scheduling.
- i. When coming in early and/or leaving late, you must send an email to your MacB supervisor giving notification of your arrival and/or departure time. In the absence of MacB supervisor, send an email to MacB Program Manager.

II. Management Requested AWS

Management may request that an employee work an AWS, up to one hour, in order to complete an expedited task.

- a. Management may request that an employee stay beyond their regular scheduled day or come in early, up to one hour, to provide support on an expedited task.
- b. The employee and Management will agree when the employee may use the comparable make up time.
- c. A Management AWS request will not count against the 2 times per week employee requested AWS option.

III. AWS Misuse

- a. After initial meetings with management and stewards, employees should make sure they understand all aspects of AWS and how it is to be applied to a 40 hour work week. Please feel free to call MacB Management or MacB HR if you are unsure about any the criteria listed.
- b. Employees may not adjust their schedule at their own discretion. All AWS activities must be pre-approved by management including extended hours to finish work related tasks. Based on work load requirements, management may or may not approve extended hours.
- c. In the event that an employee abuses AWS and uses it more twice in a 40 hour work week, a verbal warning will be given by management. If a second offense occurs, the employee with be suspended from the AWS program for 90 days.
- d. When MacB Supervisor is out of the office, all AWS requests should be sent to the MacB Program Manager. AWS must be pre-approved before being used.

NOTE: If shift work were to surface, Appendix B would apply

ARTICLE 14

OVERTIME, HOLIDAYS, and HOLIDAY PAY

Section 1.

Overtime will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay as follows:

- a) For all authorized hours worked in excess of 8 hours in any regular work day, or in excess of 40 hours in any regular work week for which overtime has not previously been paid. For the purpose of computing overtime it is understood that paid vacation time and sick leave within a regular work week shall be counted as time worked.
- b) For all authorized work performed on shifts starting on the sixth day worked of the employee's assigned work week provided the employee has worked at least 40 regular hours during his scheduled work week.
- c) For all authorized work performed on a recognized holiday in addition to the straight-time holiday pay, as provided in this article.
- d) Nothing in this Section will prohibit adopting different definitions of overtime within an alternate work week structure should the Corporation deem it necessary and the Union agree to the new definitions.

Section 2.

Overtime will be paid at the rate of two times the regular rate of pay for all authorized work performed by employees on shifts starting on the seventh day of the employees' assigned work week provided the employee has worked at least 40 regular hours during the scheduled work week. If employees are unable to work their regular 40 hours due to a schedule change, they shall be paid 2 times their regular rate for the seventh day scheduled provided they work that day. Overtime will be paid at the rate of 2 times the regular rate of pay for all authorized work performed by employees in excess of 12 hours in any regular work day.

Section 3.

The following provisions apply to allocating overtime:

- a) The Corporation will, insofar as is practical during the calendar year, and with due regard to production of service, equalize overtime among employees under the same supervisor, in the same classification, and in the same department.

- b) Supervisors will post on the bulletin board and keep current, an overtime list indicating the number of overtime hours worked and the number of overtime hours offered, actually worked, and refused. When contacting for voluntary overtime, the total of worked and refused hours shall be used and the Corporation shall offer said overtime to the lowest person on the overtime list who is qualified to perform the work. Mandatory overtime will be assigned to qualified employees with the lowest hours actually worked.
- c) If 2 or more qualified employees under the same supervisor, in the same classification, and in the same department, have the same number of overtime hours worked and refused, such employees will be offered overtime assignments based on their seniority dates.
- d) When employees are on temporary assignment, they will be credited with an average of the cumulative overtime hours (worked and refused) accrued by the members of the group to which they are temporarily assigned.
- e) When employees are on temporary assignment and work overtime, the overtime hours (worked and refused) shall be credited on the overtime list in their normal work area.
- f) Employees who are on paid absence or unpaid leave will be considered unavailable for overtime.
- g) The Corporation will give employees as much notice as practical when overtime will be required on any given day.
- h) Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practical.
- i) When all available qualified employees, including those who do not desire overtime, in a given group are needed to perform connecting overtime work, such employees will be so advised when they are initially contacted. In this event they will be expected to accept the overtime assignment unless they have a valid personal reason for declining.
- j) If all available qualified employees decline the offered overtime, it will be assigned to the qualified employee lowest in actual hours worked on the overtime report unless there is a valid personal reason for not accepting the assignment as required in paragraph (h).
- k) Probationary and temporary employees will be assigned overtime work only when

all qualified senior employees in the classification affected have been offered the opportunity to work overtime.

- 1) In order to effectively implement the overtime equalization provision, employees must provide their supervisors with satisfactory means of emergency contact.

Section 4.

So long as their regularly assigned work week is available, no employees shall be deprived of their regular scheduled employment for the purpose of avoiding overtime.

Section 5.

The Corporation recognizes the following 10 holidays in the calendar year:

1. New Year's Day (January 1st)
2. Martin Luther King's Birthday (3rd Monday in January)
3. Washington's Birthday (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday in September)
7. Columbus Day (2nd Monday in October)
8. Veteran's Day (Date recognized by NASA)
9. Thanksgiving Day (4th Thursday in October)
10. Christmas Day (December 25th)

Martin Luther King's Birthday, Columbus Day, Veterans Day, or President's Day may be used as floating holidays. Employees are required to notify their Supervisor one week prior to their intention to substitute one of these holidays for the day before or after a holiday. The use of any other floating holidays will require one weeks notice to their Supervisor. The Company is required to have employees present on any bona-fide work day identified in the contract. Floating holidays will be governed by the rules of Seniority to assure adequate staffing.

The Corporation will also recognize, with pay, holidays, and national days of special observance or days of bereavement. Employees on the active payroll shall receive 8 hours pay at their regular basic straight time rate for hours not worked on each of said holidays.

Section 6.

The following provisions apply to holiday pay:

- a) To be eligible to receive pay for hours not worked on a recognized holiday, employees must have worked their scheduled shift before or after the holiday. Authorized vacation and planned/substantiated sick leave shall be counted as days worked in matters of eligibility for holiday pay.

- b) An employee shall not receive holiday pay if:
 - 1. Such holiday occurs during an employee's leave of absence.
 - 2. Such holiday occurs during an indefinite layoff.

Section 7.

If work is scheduled for any holiday and employees are notified but fail to work as scheduled (and are not excused):

- a) They shall not receive any pay for said holiday, and
- b) Said holiday shall not be counted as a day worked for the purpose of computing overtime pay for the sixth consecutive day worked during the employee's assigned work week.

Section 8.

Paid day of vacations and holidays designated in this article, except as otherwise provided in this article, shall be counted as days worked for the purpose of computing pay for the sixth day worked, whether or not, work is actually performed on them; provided, however, that holiday pay for any of said holidays for work not performed shall in no event exceed 8 hours regular rate of pay.

If employees report to work which has been previously scheduled and are sent home by the Corporation due to a lack of work, such day shall be counted as a day worked in computing pay for the sixth day worked.

Section 9.

There shall be no pyramiding of premium or overtime pay and nothing in this Agreement shall be construed to require premium or overtime payments more than once for the same work hours.

ARTICLE 15

VACATIONS

Section 1.

The following provisions define vacation periods:

- a) The vacation year, shall be from January 1st through December 31st.
- b) Vacations shall be taken at such time during this period as will least interfere with production or services as determined by the Corporation.
- c) Vacations for all employees on the active payroll of the Corporation as of the effective date of this Agreement will accrue as follows:

LENGTH of SERVICE	AMOUNT of VACATION
0 to 5 years:	10 days per year (80 hours)
5 years to 10 years:	15 days per year (120 hours)
10 years to 15 years:	20 days per year (160 hours)
15 years plus:	Beginning with the 15 year and going forward, add an additional day to the above 20 days until a maximum of 26 days is reached.

- d) For purposes of vacation the employee's seniority date shall govern the amount of vacation earned.
- e) If employee vacation periods include a holiday, they will receive holiday pay and not be charged a vacation day.
- f) Vacation may be taken in one-tenth hour increments.
- g) Vacation time can be carried over to subsequent years up to a maximum of 30 days.
- h) For those employees sharing the common Seniority date of 12/01/03, the company will recognize the contract date of hire for vacation accrual purposes.

Section 2.

Earned vacation may be taken after 3 months of continuous active service. Prorated vacation, based on seniority, will be earned and credited to each eligible employee for

each pay period. Authorized military leaves of 2 weeks or less, vacations, limited time off on Union business, jury duty, paid holidays, bereavement time, and absence due to compensatory injuries as defined by the Workmen's Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for vacation purposes and time worked for the sixth day.

Section 3.

Vacation pay will be based on the regular rate of pay (including shift bonus) in effect at the time the vacation is taken.

Section 4.

Vacation pay will be included in the final pay of an employee regardless of the reason for termination.

Section 5.

In case of the death of an employee entitled to vacation, accrued and not yet received, the amount due shall be paid to the legitimate beneficiary upon proof of death.

ARTICLE 16

SICK LEAVE

Section 1.

The Corporation will pay an employee benefit known as "sick leave" in accordance with the provisions of this section. The qualifying time for sick leave benefits will be based on the latest date of hire with the Corporation unless specifically designated otherwise. The amount of sick leave for all Bargaining Unit employees will accrue subject to the following provisions:

- a) A new employee will be eligible for the accrual of sick leave after **3** months of continuous active service.
- b) Eligible employees will accrue sick leave hours at the rate of 3.67 hours per semi-monthly pay period for an annual maximum of 88.08 hours per year.
- c) For those employees with the common Seniority date of 12/01/03, Union sick leave will be earned based on the current accrual rate of 3.67 hours per semi-monthly pay period. In addition, sick leave balances remaining on the books from prior service will be carried over.
- d) Unused sick leave will be cumulative from year to year except that in no event shall the cumulative total exceed 45 days.
- e) Employees with sick leave balances in excess of 30 days at the beginning of this Agreement will be able to retain the excess balance, but are subject to the new accrual limit for any more accruals.
- f) An employee will not be paid sick leave in excess of that accrued and in no event more than one 30 work days in any one calendar year and will not be reimbursed for any unused sick leave. In the event this Agreement is transferred to another Corporation or contractor, the incumbent Corporation will provide sick leave records to the Union and the Successor Corporation or contractor.
- g) The Corporation reserves the right to require employees to obtain a physician's statement showing the nature of their illness and verifying their inability to perform their duties, normally after 3 days of absence or in the event that they are suspected of abusing sick leave.
- h) In the event of the death of an employee, unused sick leave shall be paid to the legitimate beneficiary upon proof of death.

Section 2.

Sick leave pay will be granted based on the regular basic straight time rate earned. Sick leave may be taken in 1/10 of an hour increments. Sick leave shall be computed as time worked. Sick leave may be used for personal illness, doctor and dental appointment, and family member illness where medical necessity requires the employee's presence.

ARTICLE 17

BEREAVEMENT

In the event of the death of a member of the family, the Corporation shall grant an employee time off up to **3** consecutive days with pay for the following relatives:

Legal husband or wife living with the employee, son, daughter, stepchild (if brought up and supported as a natural child), mother, father, sister, brother, grandmother, grandfather, grandchild, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, or person of kin actually living in the employee's household.

To be eligible for bereavement pay, the employee must promptly notify the Corporation of the death and must within 10 work days after returning to work certify as to the relationship of the deceased, date of death, date of funeral, location, and funeral home in charge. Acceptable certification of relationship would be an Obituary, Certificate of Death, or formal correspondence from the servicing Funeral home, or like document. The employee must attend the funeral in order to receive pay for the time off. All time off for which bereavement pay is to be granted must be completed within 7 calendar days after the date of the funeral.

In the event of a death, as outlined above, which takes place during a schedule vacation period, bereavement pay will supersede vacation pay. In the event additional time off due to bereavement is necessary, an employee may utilize accrued vacation or sick leave upon notice to the Corporation. Bereavement pay will be computed as time worked.

Should, in the Corporation's opinion, proof of bereavement be necessary, the employee will provide such proof.

ARTICLE 18

LOST TIME, INCOMPLETE DAYS' WORK, and CALL OUTS

Section 1.

The Corporation will use one tenth of an hour (6 minutes) as a unit of computing time worked. If an employee reports for work from 1 to 6 minutes late, the employee will lose one-tenth of an hour (6 minutes). For any tardiness beyond 6 minutes, the regular procedure of computing time in multiples of 6 minute intervals will apply. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation of the right of the Corporation to take disciplinary action for repeated or unexcused tardiness or leaving the facility early.

Section 2.

The Corporation will follow MSFC direction regarding closures and late arrivals due to weather conditions, emergencies, and other uncontrollable circumstances. Employees will use due diligence to obtain information on these events and act accordingly. MSFC policy will apply in determining how the time will be charged and paid. Mission essential employees who must work when MSFC is formally closed will be paid a 10 percent premium for the time worked.

Employees who are scheduled and report for work at the scheduled time without having been notified not to do so, may be given 4 hours of work of any type which is available, or if no such work is available, they shall be given 4 hours pay at their applicable rate as provided in Article 21.

Section 3.

Employees who experience an occupational injury in the workplace while performing assigned duties and are sent home or to a hospital by the department manager or supervisor shall receive pay at their regular rate for the remainder of their regular assigned shift.

Section 4.

Employees who are called back for work after leaving their workplace, or on their first scheduled day off, shall be paid one and one-half (1 1/2) times their regular rate for all time worked and straight time for the difference up to 4 hours. Time worked in excess of 4 hours will be at the appropriate premium rate.

If the occurs on the second scheduled day off, they shall be paid two times their regular rate, for all time worked and straight time for the difference up to 4 hours. Time worked in excess of 4 hours will be at the double time rate.

ARTICLE 19

GENERAL PROVISIONS

Section 1.

The following provisions apply to compliance with other legal requirements:

a) The Corporation is committed to equal employment opportunities. We recruit, employ, train, compensate, and promote without regard to race, color, age, gender, ancestry, marital status, religion, national origin, disability, sexual orientation, veteran status, present or past history of mental disability, genetic information or any other classification protected by state or federal law.

There shall be no discrimination by the Corporation or the Union against any employee or applicant for employment because of race, color, age, gender, ancestry, marital status, religion, national origin, disability, sexual orientation, veteran status, present or past history of mental disability, genetic information or any other classification protected by state or federal law. Union activity or membership, non-union status, or refusal to engage in Union activity.

- b) Both parties fully subscribe to and will actively cooperate with the spirit and intent of all applicable Presidential Executive Orders.
- c) The Corporation and the Union recognize their responsibilities to abide by all laws applicable to the workplace and these laws take precedence over the provisions of this Agreement should there be a conflict.

Section 2.

In the event a new Bargaining Unit position is established by the Corporation, the Corporation shall define the job description and determine the rate range. The Corporation will furnish the Union with a copy of the description and rate range prior to filling the position. All notifications to the Union should be directed to the CWA State Office with a copy sent to the Local CWA Office. The Union will advise the Corporation in writing within 15 work days if it does not agree with the rate range. If no notification is received, the job shall become a part of the existing Agreement at the rate range set by the Corporation.

If the Union disagrees, it will work with the Corporation to reach an agreed rate range. If the Corporation and the Union cannot agree upon the rate range within a mutually agreed time frame, the Union may process a grievance using the procedure in Article 11. The arbitrator shall have the authority to determine whether or not the job was properly rated and, if not, the proper rate change for the job. The arbitrator's authority is limited to determining an appropriate rate range for the new job based on the duties and qualifications of similar established jobs at the Corporation's operation at Marshall Space

Flight Center.

When a method of operations or technological changes occur that would cause a job description to be redefined, the Corporation would be responsible for the following:

- a) The affected employees that are qualified with a reasonable amount of training, to perform the duties of the new job, will be given such training.
- b) Training would include formal and on-the-job coaching, on company-paid time.
- c) Any employee unable to achieve a satisfactory level of performance within 90 days after the appropriate training/coach would be treated as laid off under Article 6.
- d) Furthermore, any employee that would be considered not qualified to perform the duties of the new job would also be treated as laid off under Article 6.
- e) This provision would apply to affected employees even if the newly created job would be a promotion.
- f) In situations where there are more affected employees than available jobs, the principles of Article 5, Section 1, shall be applied for promotions. If the available jobs are lateral or lower rated, the principles of Article 6, Section 1 will be applied.

Section 3.

The term "qualified" as used throughout this Agreement means that the employee has the knowledge, talent, demonstrated ability, and fitness to perform the functions of the position or task for which he or she is being considered. Such employees will receive normal explanations on how management expects them to perform these functions. An employee's seniority will be considered in the context of their "qualification" as defined in this paragraph.

Section 4.

Employee conduct will be governed by the employees' respective Corporation handbook or policy. In all cases of disciplinary action, progressive discipline will be followed. All disciplinary action shall be for just cause and not discriminatory against employees because they are Union members or officeholders.

Section 5.

The Corporation agrees that supervisory employees shall not perform work assigned to employees in the Bargaining Unit except in the following situation:

- a) To assist and instruct in making setups.
- b) When regular employees are not available, or when necessary to resolve production or service problems or difficulties.
- c) To instruct or train employees.
- d) To demonstrate correct procedures.
- e) When experimental, development, or other research or prototype work must be done and no regular employee can perform such work.

Section 6.

Employees shall be granted two 15-minute break periods per day, at times to be designated by management. Employees shall work up to the start of the break period and be at their work station at the end of the break period.

Section 7.

The Corporation will designate smoking areas in accordance with NASA regulations.

Section 8.

The following provisions apply to civic responsibilities:

- a) When employees are required to serve on jury duty on a regularly scheduled work day, they shall receive 8 hours pay each day at their regular rate. This payment shall be in accordance with the Alabama State Law.
- b) Employees must give notice of jury duty to the Corporation upon receipt of jury summons and proof of jury duty must be submitted to the satisfaction of the Corporation before this Section shall apply.
- c) Employees wishing to vote will be allowed time off without pay up to 2 hours during the hours the polls are open. The employee must show the Corporation and the Union proof of voter registration..
- d) Employees wishing to donate blood will be allowed a maximum of 2 hours with pay on a noninterference basis.

Section 9.

The following provisions apply to PAC payments:

- a) The Corporation agrees to make collection of CWA-COPE-PAC payments of any Bargaining Unit employees through payroll deductions upon order in writing signed by such employee to pay the amount thus deducted to the PAC.
- b) The Union agrees that they shall hold the Corporation 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 Corporation with the terms of this article or in reliance by the Corporation upon any document furnished to the Corporation by the Union pursuant to the provisions of this section.

Section 10.

The Corporation agrees to provide a reasonable number of bulletin boards for the use of the Union within work areas assigned to the Corporation. The number and location of the bulletin boards shall be mutually agreed upon by the corporation and the Union. The information posted is limited to the following:

- a) Notices of Union meetings
- b) Notices of Union elections
- c) Notices of Union recreational and social affairs
- d) Notices concerning workmen's compensation, unemployment compensation, veteran's rights and similar bona fide Union activities
- f) Information from the National Union, the district headquarters, AFL-CIO and Alabama AFL-CIO.

ARTICLE 20

BENEFITS, WAGES and JOB CLASSIFICATIONS

MacB agrees to email new classification rates that have been negotiated between the union and the company each year of the contract. MacB will issue an addendum at each year that finalizes the rates for the current year and the out year.

The Corporation will provide wages and benefits for employees as described in this Article.

Section 1. Life and Health Insurance

In addition to the other benefits provided in this agreement, the Corporation will provide for employees as a minimum:

- a) Life insurance in an amount equal to 1.5 times annual salary up to \$200,000. - Corporation provided
- b) A hospitalization, medical, and dental policy. Dependent coverage shall be made available to those who elect it.
- c) Accidental death and dismemberment coverage in an amount equal to 1.5 times annual salary up to \$200,000. - Corporation provided

Section 2. Short Term Disability Coverage - Corporation provided

Employees shall be covered for short term disability cause by illness or injury as follows:

- a) Payment of 60 percent of basic weekly pay to a maximum of \$750.00 per week.
- b) Payment commences on the first work day of injury illness and terminates when the disability ends or at 90 calendar days, whichever comes first.

Section 3. Long Term Disability Coverage - Corporation provided

Employer will provide an option for a long term disability plan.

- a) Payment of 60 percent of basic monthly pay to a maximum of \$10,000 a month.
- b) Payment commences on the 91st calendar day of total disability and terminates when the disability ends.

Section 4. Selection of Coverage

Employees will be covered by the insurance policies established by the Company. Where

options exist, employees will not change their selected coverage except during the annual open enrollment period of the plan unless a permanent change in status justifies an interim change (i.e. change in marital status, birth of child, etc.)

Section 5. Cost of Insurance

The Corporation and the employees shall share the cost insurance:

- a) For life insurance, the Corporation will pay the full premium.
- b) For medical and dental insurance, the Corporation will provide a Preferred Provider option program. Employees may select the appropriate option for those that are made available to them. The employer will pay 81% of the aggregate cost for medical and dental premiums combined and employees will pay the remaining cost in accordance with a payment schedule agreed upon between the Union and the Corporation. The Corporation will communicate to the parties of the CBA proposed plan design changes.
- c) For accidental death and dismemberment, the Corporation will pay the full premium.
- d) For short and long term disability, the Corporation will pay the full premium.

Section 6. Policy Coverage

The Corporation will enter into contracts with insurance carriers to provide the benefits specified in this article. Interpretation and application of such contract shall ultimately rest with the insurance carrier and disputes shall be between the employee and the insurance carrier and not subject to the grievance procedure of this agreement.

- a) The exact terms of coverage are contained in the Corporation's policy, which is incorporated herein by reference.
- b) Temporary employees shall not be eligible for the benefits described under this article.
- c) For full-time and part-time regular employees, the benefit effective date will be the 1st of the month following the employee's hire date.

Section 7. 401(k) Plan

The Corporation will provide a pension valued at \$1.10 per hour compensated up to 40 hours per week. These funds will be put into the standard retirement programs of the respective Corporations. This amount will increase \$0.10 each year of the contract

**** In the event a Reduction in Force were announced, Section 7 would be readdressed for change consideration**

Section 8. Wages and Job Classifications

The wage rates and job classifications in the spreadsheet at Attachment 1 contribute to providing an equitable and competitive wages and benefits package consistent with the local marketplace. Employees are eligible for annual pay raises as specified in Attachment 1.

Employees who are promoted to a higher rate shall receive the negotiated rate for that classification. Employees who are moved to a classification that has a lower rate of pay will not take a pay cut; however, they will remain at their current rate of pay until other employees in their new classification achieve comparable pay. All Lead positions will be paid \$1.00 above the highest Classification that they Lead.

Section 9. Lead Duty Responsibilities

Act as Customer Liaison in the area that one leads. Set up work-flow, assign work, and assist team members in the preparation, research, and production of work as required. Ensure compliance with both NASA and industry guidelines, as well as ensure quality standards are met. Collect data for reporting to the supervisor in the form of weekly

reports. The lead will not authorize time off, sign timecards, authorize overtime, discipline an employee, or reassign employees to other classifications.

The selection of Lead Positions:

1. Lead positions will be posted. If a lead position becomes available in an employees' work group, the employee will need to send an email to the Human Resources Office indicating interest and providing a statement of qualifications supporting their request for consideration.
2. The selection of a Lead position will be conducted by first canvassing the work group requiring the lead position. If several employees are interested in the lead position, management will look at their qualifications, seniority, and any other factors applicable to the position and make a selection. If no employee in the group applies for the lead position, it will then be canvassed out to the rest of the work unit. If an employee is selected as Lead from a different work group then the least senior employee, of the same classification as the selected lead, will be reassigned from the new work group to the affected work group.
3. Should there be a dispute of the lead position selection it will be subject to the grievance process. Selection of Lead positions will not be subject to the

arbitration process.

For Graphics and Center Publications Addendum: If during the life of this agreement the wage determination or the titles of Illustrators II and III and Technical Writer surpass the wage increase of this CBA, the Company and the Union will open up discussions on wage increases.

WORK CATEGORIES AND HOURLY WAGES

JOB TITLE

	1-Feb-14	1-Feb-15	1-Feb-16
TECHNICAL CLERK I (0-6 Months)	\$ 15.60	\$ 16.07	\$ 16.55
TECHNICAL CLERK I	\$ 16.05	\$ 16.53	\$ 17.03
TECHNICAL CLERK II	\$ 17.55	\$ 18.08	\$ 18.62
TECHNICAL CLERK III	\$ 18.84	\$ 19.41	\$ 19.99
*TECHNICAL CLERK LEAD	\$ 19.96	\$ 20.56	\$ 21.18
ILLUSTRATOR II	\$ 28.83	\$ 29.69	\$ 30.59
*ILLUSTRATOR II LEAD	\$ 30.11	\$ 31.01	\$ 31.94
ILLUSTRATOR III	\$ 35.01	\$ 36.06	\$ 37.14
*ILLUSTRATOR III and STI LEAD	\$ 36.11	\$ 37.19	\$ 38.31
REPRODUCTION TECHNICIAN	\$ 17.98	\$ 18.52	\$ 19.07
*REPRODUCTION TECHNICIAN LEAD	\$ 19.59	\$ 20.18	\$ 20.78
SERVICE ORDER DISPATCHER	\$ 17.29	\$ 17.81	\$ 18.34
SUPPLY CLERK II	\$ 16.37	\$ 16.86	\$ 17.37
TECHNICAL WRITER	\$ 30.55	\$ 31.47	\$ 32.41
*TECHNICAL WRITER LEAD	\$ 31.68	\$ 32.63	\$ 33.61

Wage Increases:

3% has been included for all bargaining labor positions

*** Refer to Article 20 Section 8 regarding Leads.**

ARTICLE 21

DURATION

Section 1.

By this Agreement, the Corporation and the Union intend to enter into a comprehensive work relationship for its duration. Accordingly, the parties agree that this Agreement, settles and resolves all bargainable matters, issues, and demands, and sets forth all the contract terms and conditions by and between the Corporation and the Union for the duration of this Agreement. Exceptions to this rule must be expressly provided in a written document agreed between the parties. All matters, requests, issues, and conditions not expressly included in this Agreement, or in a separate written memorandum between the parties, are waived and withdrawn for the duration of this Agreement.

Section 2.

This Agreement shall be effective, except as otherwise specifically provided, October 1, 2010 and shall remain in force according to its terms and conditions through September 30, 2016 without reopening rights for any purpose by either party. This Agreement shall automatically renew itself from year-to-year thereafter unless written notice of desire to terminate or to amend any portion is given by either party to the other party at least 60 days prior to September 30, 2016 or at the expiration of any annual period thereafter. In such case, this Agreement shall be open for amendment or termination as indicated in the notice.

Section 3.

If notice of intent to terminate or amend this Agreement is given as provided in Section 2, negotiations for a new or amended Agreement shall begin no later than 35 days prior to September 30, 2016 or the expiration of the current annual period. During these negotiations, this Agreement shall remain in full force and effect. Should negotiations continue beyond September 30, 2016, either party may terminate this Agreement at any time upon 10 days written notice to the other party.

APPENDIX A

ARTICLE 7

SHIFT PREFERENCE

Section 1.

The Corporation and the Union agree to the principle that shift preference for available jobs should be given to the most senior qualified employees when an opening occurs. It is recognized, however, that it is impossible to operate the facility efficiently with length of service as the sole determining factor in shift assignment. Any shift assignment made by reason of shift preference shall be by classification and by department.

Section 2.

If employees are transferred from one department to another or from one classification to another, they shall remain on the same shift, seniority permitting, providing they are on the shift of choice just prior to said assignment or reclassification.

Section 3.

The provisions of this section shall have no application to probationary, temporary, or part-time employees; but when probationary employees have completed their probationary period, they will be subject to being bumped by senior employees in the same classification and in the same department provided such senior employees requested shift assignment at the appropriate time set forth in this article. No regular Bargaining Unit employee will be denied the shift of choice in order to make a place for a temporary employee in the same classification and department.

Section 4.

Seniority permitting, employees may request in writing their shift preference for work within the same classification and within the same department beginning with the effective date of this Agreement and at each 13 week interval thereafter or when a vacancy occurs.

APPENDIX B

HOURS OF WORK

SECTION 8-10

Section 8.

An employee regularly assigned to and working on second and third shifts will be paid a shift differential of 10 percent of his regular basic straight time rate.

For determining shift differential, the normal shift schedules are defined as follows:

First Shift	7:00 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

Section 9.

If the first shift (7:00 a.m. to 3:00 p.m.) should be changed to start at or before 5:00 a.m. or after 11:00 p.m., the employee will be paid shift differential.

Section 10.

No shift differential will be paid if overtime connects with the regular scheduled shift.

Section 11.

The company and Union are in on-going discussions to determine the feasibility of part-time provisions in the contract.

FOR THE CORPORATION

Michelle Stark
Director, Human Resources Administration
MacAulay-Brown, Inc. (MacB)
October 1, 2013

Deborah Ott
MITS Program Manager
October 1, 2013

FOR THE UNION

M.M. Smith
CWA Staff Representative
October 1, 2013

Mary Layton
President, CWA Local 3905
October 1, 2013