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**PREAMBLE**

This Agreement is made and entered into this **XX** day of **XX**, 2010, by and between Northrop Grumman Technical Services Corporation (hereinafter referred to as the Company) and Teamsters Union Local No. 19 (hereinafter referred to as the Union).

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**ARTICLE 1 – INTENT AND PURPOSE**

- 1.1** It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as related to the government contract covered by this Agreement.
- 1.2** Further it is the intent of the Parties to secure maximum efficiency of the operation and maximum production of the employees; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions.
- 1.3** It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances, and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.

**ARTICLE 2 – UNION RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for all its Employees as described by the NLRB "Certification of Representative" in Case No. 15-RC-8790 for the purpose of collective bargaining for all Production and Maintenance employees of Northrop Grumman Technical Services, Inc. employed to work on the Joint Readiness Training Center (JRTC) contract South Fort Polk, Louisiana, Contract Number W911SE-07-D-0016/F920 and successor contracts; excluding Lead Technical Inspector, Lead Maintenance Division Supply Section, Heavy Equipment Management Lead, Material Management Lead, Lead Supply Technician, all other employees, confidential employees, office and clerical employees, guards and supervisors as defined in the Act.

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### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1** Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the rights it held prior to the certification of the Union as the collective bargaining agent, to include, but not limited to, the direction and location of the workforce; services to be performed, standards for employee performance; work schedules and hours of shifts; the methods, processes and means of providing services; materials and equipment to be used or purchased; determination of staffing levels; the selection of and determination of the qualifications of persons to be employed or assigned specific jobs; the determination of when training is needed and to whom it will be offered; the right to hire, promote, demote, transfer, assign and reclassify employees; establishment of rules of conduct; the discharge or discipline of employees for just cause; the determination of the existence or nonexistence of facts which are the basis of a management decision; the utilization of suppliers and subcontractors, including the unilateral right to subcontract out work that is performed under its contract with its customer whatever may be the effect on employment, provided that such right to subcontract will not be exercised to eliminate the bargaining unit; and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the business.
- 3.2** The forgoing enumeration of the Company's rights shall not be deemed to exclude other pre-existing rights which do not conflict with the provisions of this Agreement and nothing in this Article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management, including the right to make such agreements and enter into such agreements as may be necessary for the operation of its businesses.
- 3.3** The Union and employees shall be notified prior to the implementation of new work rules or changes to existing work rules.

**ARTICLE 4 – NON-DISCRIMINATION**

- 4.1** The Company and Union agree that there shall be neither discrimination nor harassment on the basis of any status protected by applicable laws and regulations governing employment. It is agreed that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership or non-membership in the Union. Neither party shall take or threaten any adverse action against an employee who initiated or participated in the grievance process or a Company investigation.
- 4.2** There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Company during working time by the Union, its representatives, or by employees.

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**ARTICLE 5 – UNION SECURITY AND CHECK-OFF**

- 5.1** It shall be a condition of employment that all employees of the Company covered by this Agreement shall within thirty (30) days of the effective on the date of this Agreement, become and remain members of the Union or, in the alternative, render the Union a monthly sum equivalent to a percentage of the initiation fees and monthly dues based on the amount of the Union’s collective bargaining expenditures in relation to the Union’s total expenditures. Such sum shall be recognized as “Service Fee.”
- 5.2** It shall be a condition of employment that all employees of the Company covered by this agreement and hired on or after the effective date of this agreement shall on or before the sixtieth (60<sup>th</sup>) day following their entry into pay status, become and remain members in good standing of the Union or, in the alternative, render to the Union a monthly sum equivalent to a percentage of the initiation fees and monthly dues, based on the amount of the Union’s collective bargaining expenditures in relation to the Union’s total expenditures. Such sums shall be re cognized as “Service Fee.”
- 5.3** The Union will provide written notice to the employee that he has failed to comply with his obligations under this Article. If the employee fails to cure the payment delinquency with two weeks following such notice, the Union will request the Company to terminate the employment of such employee. If the Company believes that the discharge of any employee declared by the Union to be delinquent might violate Federal or State statute or subject the Company to a charge of discrimination for violation of the rights of such employee, it shall so notify the Union. In such event, it shall not be required to discharge said employee until the propriety of such discharge has been determined pursuant to the grievance and arbitration procedure.
- 5.4** It is agreed that the Company shall deduct from the wages and make payable to the Union the initiation fees and current monthly dues of the Union for those employees in the unit who have given the employer, and who have not revoked, a duly executed and lawfully written agreement for such purposes. Payment to the Union will be remitted prior to the end of the month subsequent to the month in which the fees and dues were deducted.
- 5.5** The Union agrees to indemnify and hold the Company harmless from and against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of, any action taken by the Company pursuant to the provisions of this Article, including the reasonable costs of any defense made necessary by any such dispute, claims, suit or liability.

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ARTICLE 6 – UNION STEWARDS AND VISITATION

- 6.1** The Company agrees to recognize the Stewards and a Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number and distribution of the Stewards across all shifts and major work areas shall be sufficient to be sure each employee in the Unit has ready access to a Steward. Such Stewards, including the Chief Steward, shall not exceed five (5) percent of the number of the bargaining unit employees. As needed, the Parties will meet and discuss staffing levels and Steward placement.
- 6.2** The Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards and the Chief Steward. A current list of Shop Stewards may be posted on Union bulletin boards.
- 6.3** Subject to other provisions of this Article, the Company will permit the Union Steward(s) to take reasonable and necessary time off without pay during their normal work hours to permit the Steward(s) to administer the terms of this Agreement, provided that such time off does not unreasonably interfere with the Steward(s)' assigned work duties. Furthermore, the Union will ensure that Stewards engage only in those activities that are authorized by this Agreement.
- 6.3.1** Shop Stewards shall be allowed to attend a Shop Stewards meeting during working hours, once every three (3) months, not to exceed two (2) hours per meeting. The Union agrees that there shall be no organized Union meetings conducted on the project facilities except with the expressed permission of the Project Manager.
- 6.4** Recognizing the mutual benefit of resolving problems at the lowest level, an employee who 6.3.1 has a complaint or grievance may discuss the matter with the employee's Shop Steward. The necessary time away from the Steward's work assignment shall be scheduled as far in advance as practical to minimize interruptions to work. When a Steward finds it necessary to take time off under this Article, the Steward shall request permission to leave from the Steward's Supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before attempting to contact any employee. In each instance, the Supervisor's permission will be granted unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will establish an alternate time at which the Steward can contact the employee(s).

- 6.5** Subject to operational requirements, time off for the Union’s Steward(s) to attend training sessions will ordinarily be granted, not to exceed sixteen (16) hours during the term of this agreement.
- 6.6** The scope of a Steward's activities during working time shall be limited to the following:
- 6.6.1** To consult with an employee regarding the presentation of a complaint or grievance concerning this Agreement for which the employee desires a Steward to be present.
  - 6.6.2** To investigate a complaint or grievance before presentation to the appropriate Supervisor. There shall be no solicitation of complaints or grievances.
  - 6.6.3** To present a complaint or grievance concerning this Agreement at an employee’s request to the employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - 6.6.4** To meet with an appropriate Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
  - 6.6.5** To attend an Arbitration as directed by the Union. The Union may direct up to two (2) stewards to attend an Arbitration hearing.
  - 6.6.6** In accordance with the provision of Article 18 to attend a conference or discussion, at the request of an employee, between the employee and a Supervisor.
- 6.7** It is agreed that the Company shall not be required to pay a Steward or an employee for any time that the Steward or employee is away from work to serve the Union in any official capacity or to serve on any Union committee. A Steward or employee who engages in such activity shall record such time as unpaid in accordance with time reporting procedures, provided that if an authorized Company representative requests a Union Steward to attend a meeting, other than activities associated with the Grievance and Arbitration Procedures in Article XX, the Union Steward will be provided with a paid account to charge the time spent in such meeting.
- 6.7.1** If a Union Steward engages in Union activity on an unpaid basis during the Steward’s regular work schedule, subject to operational needs the Company will make reasonable efforts to offer the Steward the opportunity to make up the lost time within the workweek on a straight-time basis.
- 6.8** Shop Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event a Shop Steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement. Any such disciplinary action shall be subject to the grievance and Arbitration procedure defined herein. Should the Company prove the individual(s) did participate in such action in violation of this provision the disciplinary action shall not be altered. Should the Company fail to prove the individual(s)

participated in such acts; the Arbitrator shall be empowered to make the individual(s) "whole" if warranted.

- 6.9** It is agreed that the Company shall not be required to pay an employee for any time that the employee is taken away from work to serve the Union in any official capacity or to serve on any Union committee.
- 6.10** Subject to existing security regulations, the authorized Business Representative(s) of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Before doing so, the Business Representative (s) shall report to the Human Resources Office or other authorized Company Representative who shall permit said Representative(s) to enter the Company's premises. This privilege is extended in a spirit of mutual cooperation. Such visits will not interfere with the normal conduct of the Company's operations, and shall be at reasonable times and intervals (no more frequently than monthly unless reasons for visits are urgent or compelling). The Representative shall provide the Company's Senior Manager, with at least 24 hours advance notice. Visits with employees in work areas shall be brief and Management shall have the right to withdraw permission at any time it determines that such visits are interfering with employees' work.
- 6.11** The Union agrees to supply the Company, in writing signed by its authorized representative, with the name, official title and term of office for any and all representatives designated by it for the purpose of monitoring or administering terms and conditions of this Agreement, and those members shall serve at the pleasure of the Executive Officer of the Local Union. Elections of any Shop Steward shall be advisory only. The Company shall not be bound to recognize anyone not so represented.

**ARTICLE 7 – NO STRIKE, NO LOCKOUT**

- 7.1** It is expressly understood that the Company's business is directly related to important and critical work of the United States Government, and that efficient and uninterrupted services must be furnished to the agency that has need of and makes use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement and any extension thereof:
- a. The grievance and arbitration procedure shall be the exclusive means for the resolution of all disputes that may arise between the Parties or employee(s) and the Company.
  - b. The Union, its officers, agents or members or any employee shall not for any reason or in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any form of work interruption including but not limited to a strike, sit down, work stoppage, slow down, refusal to work, picketing, or any other action that would or does interrupt or interfere with any of the operations of the Company.
  - c. Any employee or employees who individually or collectively violate the terms of this Article or participate in any activities prohibited by this Article will be deemed to have engaged in conduct that constitutes just cause and may be disciplined. Any such disciplinary action shall be subject to the grievance and arbitration procedure defined herein provided that if the Company proves that the employee(s) did participate in such action, in violation of this provision, then the Arbitrator shall not have the authority to change the discipline.
- 7.2** In the event of a threat of or actual violation of this Article, the Union, its officers, agents and members agree that they will use their best efforts to prevent and/or end such prohibited conduct, utilizing every possible means to include but not be limited to:
- a. Requesting through personal contact or meeting with employees that they comply with the Agreement and not encourage or participate in any prohibited conduct.
  - b. Notifying all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
  - c. Informing those employees who are engaging in prohibited conduct violating that they should return to work and/or otherwise fully comply with the terms of this Agreement.
- 7.3** Violation of this Article and any resulting liability shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other collective activity against any other contractor, or because the employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support of or in sympathy with the employees of any other employer who may be engaged in a strike or other form of collective activity.

- 7.4** Employees will not be required to work the lawfully struck work of another employer at South Fort Polk which is not a subcontractor to the Company. In consideration of the Union’s commitment as set forth above, the Company shall not lockout Employees from the facility.

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## **ARTICLE 8 – TRIAL PERIOD AND SENIORITY**

**8.1** For purposes of this Agreement, there shall be two types of seniority and they are defined as follows:

**8.1.1 Company Seniority** – Company seniority will accumulate from either

- a. most recent date of hire by the Company at any Company site; or
- b. prior service with a predecessor contractor for the JRTC Logistics Support Services Contract (LSSC) at South Fort Polk

**8.1.2 Bargaining Unit Seniority** – For employees covered by this collective bargaining agreement effective [REDACTED], bargaining unit seniority is all the accumulated time for which the employee has served as an employee of the Company and the predecessor contractor in the performance of the LSSC at South Fort Polk.

- a. For employees hired or transferred after December 15, 2008, bargaining unit seniority begins upon the effective date of hire or transfer into a job classification provided for in this Agreement at the LSSC contract at South Fort Polk.

**8.2** An employee will lose seniority and employment with the Company will be terminated under the following conditions:

- a. Termination other than Layoff
- b. Failure to respond to recall notification within three (3) working days after notification by the Company to return to work. It shall be the responsibility of the employee to keep the Company advised of her current address.
- c. Failure to be recalled from Layoff within 6 months.
- d. Failure to report to work upon the expiration of an approved Leave of Absence
- e. Accepting other employment while on an approved Leave of Absence without the prior permission of the Company, or acting in a manner inconsistent with the conditions of the leave.
- f. An employee is absent from work and fails to call in to report her absence for a period of three (3) consecutive work days.
- g. Settlement of a Worker's Compensation claim for total permanent disability or two years, whichever is earlier.

**9.3.1** In the event two or more employees have the same bargaining unit seniority date as herein provided, the employee having the lowest last four Social Security Numbers shall be considered as having the least seniority for tie-breaking purposes

- 9.3 Probationary Employees** – All new or rehired employees shall be probationary until their 180<sup>th</sup> calendar day of employment, at which time they acquire seniority status. Prior to the 180<sup>th</sup> calendar day of employment, a probationary employee may be summarily dismissed by the Employer without challenge.
- 9.4** A bargaining unit employee who voluntary accepts and works in a position with the Company outside the bargaining unit shall forfeit all accrued bargaining unit seniority after a 3 month absence from the bargaining unit.
- 9.5** A seniority list shall be posted by the Company within thirty (30) days after execution of this Agreement and shall set forth the seniority dates of each employee. Such list shall be revised and brought up to date each three (3) months thereafter. An employee who disputes her or his seniority date must do so within 14 calendar days.

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## **ARTICLE 10 – GOVERNMENT REQUIREMENTS AND SECURITY**

- 10.1** The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with and obligations to the Government.
- 10.2** The Union agrees to cooperate with the Company in all matters required by the U. S. Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities, which the United States Government may exercise. The Union agrees that any actions taken by the Company pursuant to a requirement of the United States Government shall not constitute a breach of the Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where such changes are required by the United States Government.
- 10.3** **Security Regulations & Clearances**
- 10.3.1 In the event that the U.S. Army or other Government Agency duly concerned with security regulations, advises the Company in writing that any employee in the Union Bargaining unit is restricted from work and/or access to government facilities, information or material, the Union will not contest such action as the Company may take in order to comply with its security obligations to the Government.
- 10.3.2 If an employee has not been granted an unescorted access authorization for all work areas where such is required and/or a Public Trust or Secret clearance at the end of 30 calendar days from the date of the request, the Company may terminate employment and such decision shall not be subject to the Arbitration process.
- 10.4** **Government Furnished Equipment** – In the course of their employment with the Company, employees at South Fort Polk are furnished and work with U.S. Government and/or Company furnished tools, equipment, property and materials. Each employee is required to take reasonable care and exercise safekeeping of the tools, equipment, property and materials they work with and to promptly notify the Company of any damage to or defects in such equipment, property and materials.
- 10.5** **Licenses and Certifications** – It is understood and agreed that if a license(s) or certification(s) is required in order to perform work in job classifications covered by this Agreement, such license(s) or certification(s) shall be a condition of continued employment in said job classification.



**ARTICLE 11 – MANAGEMENT & SUPERVISORS**

- 11.1 Due to historic practice and the dynamic nature and complexity of the operations needed to support the government mission at South Fort Polk, there have been and will be circumstances which result in some overlap between the work performed by non-bargaining unit and bargaining unit employees. Accordingly, non-bargaining unit employees may perform bargaining unit work under the following circumstances:
- a. For the purpose of instructing and training employees.
  - b. Under emergency circumstances which shall cover: occurrences beyond the control of the Company; unexpected events requiring immediate action; or acts of nature.
  - b. In order to prevent injury to personnel or damage to property.
  - c. When necessitated by security requirements.
  - d. When required for safety.
  - e. In circumstances when due to the introduction of new equipment or procedures, bargaining unit employees lack the skills, knowledge, or ability to perform the work required
  - f. When the work being performed is incidental to job duties of a position which is not covered by this agreement.
  - g. When required to maintain the personal qualifications and proficiency of the non-bargaining unit employee.
  - h. When an employee fails to report to work and other qualified employees are not immediately available.
  - i. When due to the unexpected, short duration, or intermittent nature of the work, the work is de minimus.
  - j. Where the work has historically been done by none bargaining unit employees.
  - k. When the bargaining unit employees are offered and declined to perform the work.

## **ARTICLE 12 – HOURS OF WORK**

- 12.1** No provision of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week.
- 12.2** The workweek shall consist of seven (7) consecutive days as scheduled by the Company. The Company will provide the employees and the Union with at least seven (7) days notice of a change in the workweek. Within each workweek, the Company will establish regular work schedules for employees.
- 12.3** The Company will assign each employee a regular work schedule. If the Company makes a permanent change to an employee's schedule, it will give the employee at least seven (7) calendar days notice.
- 12.4** The Union recognizes that mission requirements may require temporary changes to an employee's schedule. The Company agrees to provide employees with as much advance notice as possible of temporary schedule changes. In the event of a temporary change in schedule:
- a.** If the employee is provided with seven (7) or more days advance notice, the Company may alter the employee's schedule to reduce or eliminate overtime.
  - b.** If the employee is provided with less than seven (7) days advance notice, the Company will not alter the employee's schedule to reduce or eliminate overtime.
- 12.5** The Company may establish and assign employees to various work shifts as their regular schedule. For regular full-time employees, the standard work schedule will be forty (40) hours of work on five (5) consecutive days of eight (8) consecutive hours, exclusive of a meal period; or forty (40) hours of work on four (4) consecutive days of ten (10) consecutive hours, exclusive of a meal period. Other schedules may be established as required.
- 12.6** All employees who work more than five (5) hours a day will receive an unpaid meal break subject to operational requirements. The break shall be scheduled by the Company and shall be no less than thirty (30) and no more than sixty (60) consecutive minutes. Subject to operational requirements, the meal break shall be scheduled by the Company between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour. All employees will have the opportunity to take a fifteen (15) minute paid break during each half of the employee's work schedule to be scheduled by the Company as operations permit. If an employee works two or more hours beyond the end of the employee's regular schedule, the employee will be given the opportunity to take a ten (10) minute break to be scheduled as operations permit.
- 12.7.** **Work Shifts** – Regular work shifts for the purposes of shift premiums shall be as follows:
- 12.7.1** The first shift covers any work schedules that begin between 04:00 and 11:59 hours;

**12.7.2** The second shift covers any work schedules that begin between 12:00 and 19:59 hours;

**12.7.3** The third shift covers any work schedules that begin between 20:00 and 03:59.

**12.8** If an employee is required to report to work a second time, or more, in one work day the employee shall receive a minimum of two (2) hours pay at the employee’s respective rates of pay. Hours not worked but paid in lieu thereof shall be paid at straight time and shall not be considered as time worked for purposes of computing overtime.

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**ARTICLE 13 – OVERTIME**

- 13.1** The provisions of this Article are intended only to provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.
- 13.2** It is understood and agreed that the Company retains the right to require employees to perform work outside of and in addition to their regular work schedule.
- 13.3** Overtime will be paid at one and one-half (1½) times the employee's regular rate for hours worked in excess of forty (40) hours in a workweek, or for hours worked in excess of ten (10) on a 5x8 work schedule and for hours worked in excess of 12 on a 4x10 work schedule. Hours paid for non-work time shall not be considered as time worked for overtime purposes.
- 13.4** When such work is deemed to be needed by the Company, it will select employees to perform this work on the following basis:
- 13.4.1** Qualified employees present in the job classification on that shift where the work is to be performed will be offered the opportunity to perform the work on the basis of seniority on a rotational basis.
- 13.4.2** If the Company does not get enough volunteers to perform the work, it will assign the work on a mandatory basis to those employee(s) who are qualified to perform the work on the basis of reverse seniority on a rotational basis.
- 13.5** Work in progress resulting in overtime will not be reassigned. In the event an eligible employee is overlooked or improperly denied an overtime assignment. The employee will have priority for the next overtime assignment for which the employee is qualified. Back pay for failure to properly assign overtime is not an appropriate remedy unless multiple administrative errors can be demonstrated by the employee or through the grievance procedure.
- 13.6** There shall be no pyramiding of overtime or premium pay under this or any other provisions of the agreement

**ARTICLE 14 – TEMPORARY ASSIGNMENTS**

- 14.1 The Company retains the right to temporarily assign employees to another position when it concludes that such action is necessary. Any employee who is temporarily assigned to another position shall be paid his regular rate of pay, or the rate of pay applicable to the work actually performed during the temporary assignment, whichever is higher.
- 14.2 In making such an assignment, the Company will solicit volunteers from available employees whose skills and qualifications best address the business needs which require the temporary assignment. If there are not enough acceptable volunteers, the employee with the least amount of bargaining unit seniority whose skills and qualifications best address the business needs which require the temporary assignment will be placed on the temporary assignment.
- 14.3 A temporary assignment will not last more than 90 days except where the assignment is made due to medical accommodation or leave. The Company may solicit a new volunteer for one additional 90 day assignment

**ARTICLE 15 – JOB VACANCIES**

- 15.1** If the Company determines that a job vacancy exists it will use the following procedure to fill the vacancy:
- 15.2** Such vacancy or new job will be posted for five (5) working days in centralized locations in the major work areas solely for bargaining unit employees. At the end of such time period, the Company will consider these applicants and award the position to the most qualified applicant. Qualifications may include knowledge, abilities, work experience, Company performance and employment history and training. If two or more applicants have relatively equal qualifications, selection will be by seniority.
- 15.3** To avoid conflicts of interest, employees will not be awarded a job when the position would report to, either directly or indirectly, an immediate family member as defined below, or when the position is in the Business Management Office and other immediate family members are in the Bargaining Unit: Spouse or registered domestic partner, mother, father, mother-in-law, father-in-law, children (including adopted, step and foster), brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, stepmother, stepfather, stepbrother, stepsister, half brother, half sister and parent or child of a registered domestic partner.
- 15.4** After the original vacancy and one backfill position have been filled using the job posting process, the Company will utilize the recall list.
- 15.5** In the event no employee is selected for the job opening as a result of the job posting process, the Company shall utilize the recall process in **Article 17**. If the position cannot be filled using the recall process, the Company may hire a new employee.

**ARTICLE 16 - NEW OR REVISED JOB CLASSIFICATIONS**

- 16.1** The Company shall notify the Union of its intention to create a new Bargaining Unit job classification, which is not covered under this Agreement, or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such new Bargaining Unit job classification or revision of an existing classification provided operational requirements permit.
- 16.2** The wage rate for such new or revised job classification will be established by the Company by assessing the job duties to be performed in relation to other job classifications covered by this Agreement, current Wage Determination and other market conditions. The Union may challenge the established wage rate through the grievance and Arbitration procedure if the Union feels the wage rate established is inappropriate.

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**ARTICLE 17 – REDUCTION & RESTORATION OF FORCES****17.1 Layoff**

**17.1.1** In the event that the Company determines there is a need to reduce the workforce, employees shall be selected for layoff from the affected job classifications in the following sequence:

- a. Probationary employees provided the bargaining unit employees have the skills, knowledge, and ability to perform the remaining work.
- b. Bargaining Unit Seniority provided that any remaining employee has the skills, knowledge and ability to perform the remaining work and does not have a documented record of unsatisfactory performance.

**17.1.2** Bargaining unit employees will be given two (2) weeks' written notice of layoff, or pay in lieu of notice, at the discretion of the Company.

**17.2 Recall from Layoff**

**17.2.1** In the event the Company decides to increase the workforce and does not fill the job opening through job posting, an employee with Bargaining Unit Seniority who has been laid off from the job classification in which the Company is hiring will be selected for, and notified of, recall based upon reverse seniority provided the employee has the skills, knowledge, and ability to perform the anticipated future work and does not have a documented record of unsatisfactory job performance. If the Company cannot meet its needs through the recall within a job classification, it will recall employees with Bargaining Unit seniority outside that classification who are qualified using the criteria described above.

**17.2.2** The Company will send recall notices by certified mail to the employee's last address of record. The employee has three (3) working days after receipt of the notice to accept reemployment and must commence work no later than two (2) weeks after acceptance.



**ARTICLE 18 – DISCIPLINE AND DISCHARGE**

- 18.1** The parties acknowledge that the Company has the right to establish and enforce reasonable rules of conduct and it has communicated those rules to the employees.
- 18.2** Except as otherwise provided in this agreement, it is also understood herein that the Company has the right to counsel, discipline or discharge (“discipline”) an employee for just cause. Such action will be within twenty (20) calendar days after the Company investigates and establishes sufficient evidence to warrant just cause and disciplinary action.
- 18.3** The severity of the discipline will be determined by the Company based on the nature and frequency of the violation, the employee’s prior disciplinary record, the impact of the offense on Company operations, the employee’s cooperation and honesty during the Company’s investigation of the events which lead to the discipline, the employee’s willingness to accept responsibility, and the employee’s overall past record and performance.
- 18.4** Such discipline may include, but is not limited to, the following:
- a. Disciplinary notice
  - b. Disciplinary suspension, or
  - c. Termination of employment
- 18.5** The Company may suspend an employee for a limited period of time in order to allow for a complete investigation of the facts surrounding the offense.
- 18.6** However, the Company reserves the right to bypass any step in this procedure and take disciplinary action, including termination of employment, without prior warning or notice where employee action warrants more severe discipline.
- 18.7** Documented discipline will not be considered or used in the administration of discipline if the employee has not been subject to any other instance of discipline for a period of 12 months. Employees who have not been subject to any other instance of discipline for a period of 12 months will be entitled to have notices of discipline removed from their files, provided that the discipline for inappropriate conduct or acts of violence will not be eligible to be removed from the employee’s file.
- 18.8** A discharged or suspended employee will be furnished a notice in writing.
- 18.9** Anytime an employee has an investigatory meeting that might lead to discipline, the employee may request that a Union Steward be present. In the event that a Union Steward is requested and is not immediately available, the Company will wait a reasonable period of time before proceeding with the meeting. In emergency situations, or situations which require immediate action, the Company may proceed with the meeting without the presence of a Union Steward.

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## **ARTICLE 19 – GRIEVANCE & ARBITRATION PROCEDURE**

**19.1** The exclusive means to resolve any dispute involving the application or interpretation of the terms and provision of, or alleged violations of this Agreement, unless otherwise provided in this Agreement, shall be the following procedures:

### **19.2 Grievances**

**Step 1** Any matter of contention between an employee or the Union and the Company initially shall be discussed, with or without a steward, between the affected employee, or the Union, and the appropriate Company supervisor within ten (10) calendar days of the occurrence, or the discovery, of the event that gave rise to the grievance in order to resolve the matter informally.

A grievance involving a disciplinary suspension or a discharge, or those which affect employees in more than one department may be initiated under Steps 2 or 3 below. In all other disputes, if the matter is not resolved at this Step either party may advance the matter to Step 2.

**Step 2** If the grievance is not resolved at Step 1, either party may submit a grievance by reducing it to writing and submitting the written grievance to the other party. The Union shall submit its grievance to the Company's JRTC LSSC contract Program Manager and the Company shall submit its grievance to the Chief Union Steward or Business Representative.

The written grievance shall set forth a statement of the dispute, including the date and approximate time of the event(s) that gave rise to the grievance, the details of the event, the Article(s) of this Agreement allegedly violated and the specific remedy or relief requested.

Any such grievance must be submitted within fourteen (14) calendar days of the occurrence, or the discovery, of the event that gave rise to the grievance.

The Program Manager, or designee, and the Union Steward or Chief Steward shall discuss the grievance at a mutually agreeable time, but no later than fifteen (15) calendar days after the grievance has been submitted to the other party and the responding party shall then provide a written response within fourteen (14) calendar days from such meeting.

**Step 3** If the grievance is not resolved at Step 2, the initiating party may advance the grievance to Step 3 by submitting a written request to the other party within ten (10) calendar days from the discussion or answer, whichever is later. The Union shall submit the Step 3 request to the Company's designated Human Resources Director or Designee and the Company shall submit the Step 3 request to the Chief Union Steward or Business Representative.

The parties shall discuss the Step 3 grievance at a mutually convenient time, but no later than thirty (30) calendar days after the Step 3 request was submitted to the other party in an effort to resolve the dispute.

Within ten (10) calendar days of the date of the Step 3 discussion, the responding party shall provide the initiating party with a written response to the grievance that either memorializes the parties' resolution of the grievance or responds to the grievance's allegations

If the responding party's answer is not satisfactory, the grievance procedure shall have been exhausted. In accordance with the procedures set forth below, the initiating party may submit the matter to arbitration.

**19.2.1** The time limits in this Agreement shall not be deemed waived except by the mutual written agreement of the Employer and the Union. Failure to submit or advance the grievance in a timely manner shall terminate that grievance and relieve the party against whom the grievance was filed of any responsibility to provide a remedy for the alleged violation.

**19.2.2** In the event that the responding party fails to comply with time limits in this article, the grievance shall be advanced to the next step automatically.

### **19.3 Arbitration**

**19.3.1** If a grievance is not resolved in Step 3, the initiating party may appeal the dispute to arbitration by delivering or faxing written notice thereof to the other party, with a copy simultaneously sent to the American Arbitration Association, of its intent to arbitrate the dispute. Such notice must be sent within thirty (30) calendar days after the date of the responding party's Step 3 response. Failure to submit the grievance to arbitration in a timely manner shall terminate that grievance and relieve the party against whom the grievance was filed of any responsibility to provide a remedy for the alleged violation.

**19.3.2** The arbitration proceeding including the selection of the Arbitrator shall be conducted in accordance with the rules of the American Arbitration Association's Labor Arbitration Rules. The arbitration will be held at a mutually agreed location in the immediate vicinity of South Fort Polk.

**19.3.3** The authority of the arbitrator will be limited to determining questions directly involving the interpretation or application of the Agreement, and the arbitrator shall have no right to amend, modify, nullify, ignore, subtract from, add to, or to change any provision of this Agreement or an existing wage rate in this Agreement. The arbitrator may award back pay and/or any other make-whole remedy made by the arbitrator provided that the arbitrator shall not award punitive or compensatory damages and neither party nor any employee(s) shall be liable for, nor shall the arbitrator award, any back pay or other monetary damages covering a period prior to ten (10) calendar days preceding the filing of the Step 2 grievance. The award of the arbitrator shall be final and binding on the Company and the Union and the affected employee(s).

**19.3.4** The expenses of the arbitration, including the arbitrator’s fee shall be shared equally by the Company and Union.

**19.3.5** Each party will pay the costs for its representative(s), grievant/employee, and/or witnesses(s) to attend or participate in any part of the grievance and arbitration process.

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## ARTICLE 20 – HOLIDAYS

**20.1** The following days are designated as holidays: Employees shall be eligible for up to 10 Federal holidays of 8 hours each per calendar year. To be eligible for holiday pay, an Employee must be in active status the working days before and after the holiday.

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

**One Personal Holiday (to be added effective with Ratification of the agreement)**

**20.2** In addition, any other day set by Presidential Proclamation or other administrative order or an Act of Congress as a day to be observed as a holiday will be provided as a paid day off if the applicable Contracting Officer approves the Company's shut down of operations and agrees to reimburse the Company for the costs associated with granting Company employees the day off with pay. If the Contracting Officer mandates that the Company continue operations and/or denies reimbursement for the holiday, the Company will follow a liberal leave policy and allow employees to use Vacation time.

**20.3** In the event a holiday falls on a Saturday it will be observed on the preceding Friday; or if the holiday falls on Sunday it will be observed on the following Monday, or as the JTSC practice or operations may require.

**20.4** **Holiday Scheduling** – Ft. Polk employees are eligible for the above **11** holidays of eight (8) hours each or 80 hours per year as listed above. Holiday schedules will vary based on an employee's assigned Division or Group and work schedule. Regardless of which work schedule is assigned, 88 hours is the maximum number of holiday hours that may be recorded for a calendar year.

**20.4.1** **5/8 Schedule**. If an employee is assigned to a 5/8 schedule, holiday time is recorded 8 hours holiday time for the day of the holiday absence.

**20.4.2** **Alternate (4/10) Schedule**. If an employee works on an alternate schedule, at times the holiday may fall on a day when the employee is not scheduled to work.

- a. If the holiday falls on a Monday and the employee is scheduled to work Tuesday through Friday, the holiday will be observed on Tuesday.
- b. If the holiday falls on a Friday and the employee is scheduled to work Monday through Thursday, Thursday will be taken as the holiday.
- c. Holidays that occur mid-week (i.e. Tuesday – Thursday) will be taken as scheduled.

**20.4.3** If an employee is scheduled to work on a holiday, the employee may

- a. Schedule in advance an alternate day in the same work week, or

- b. Receive holiday pay plus actual work time on that day.

**20.5** Unused holiday hours at the end of the year will be paid out at the employee's straight time rate. Earned but unused holiday hours at termination will be paid out at the employee's straight time rate. The Health and Welfare allowance will not be paid on holiday pay-out hours.

**20.6** Holiday Pay Calculation – The maximum annual holiday pay is 80 hours (i.e. 10 holidays of 8 hours each). Employees working on the alternate (4/10) schedule have the following options for logging holiday time for a net result of at least 40 hours for the week.

- a. Record 8 hours holiday (HOL) for the day of the holiday with a net result of 38 work hours for the week.
- b. Record 8 hours of holiday time and 2 hours of vacation:
- c. With prior approval by the supervisor at least two weeks in advance, employees may arrange a time to work 2 additional hours on another day within as work schedules permit. The work must occur on a normal work day during the same work week as the holiday. Time will be recorded in accordance with the project's Operating Procedures and Timekeeping Instructions.

**ARTICLE 21 – VACATIONS**

- 21.1 The number of vacation day/hours an employee receives each year will be determined by the completed years of service according to the following schedule

<b>Company Seniority</b>	<b>Days per Year</b>	<b>Annual Hours</b>
1 - 6	10	80
7 Years	11	88
8 Years	12	96
9 Years	13	104
10 - +	15	120

- 21.2 Vacation benefits will be based upon Company Seniority as defined in Article 8, Trial Period and Seniority.
- 21.3 Annual Vacation hours will be awarded on an employee's Company Seniority date to be taken within the following 12 months. Unused vacation remaining at the end of the employee's anniversary year will be paid out in a lump sum at straight time rates. The Health and Welfare allowance will not be paid on vacation pay-out hours.
- 21.4 Vacation hours must be scheduled and approved by management in advance of taking vacation time. In general where there are more time-off requests than can be accommodated to meet business needs, requests will be granted on a first come, first serve basis. However, the Company retains the right to modify vacation schedules to promote the efficiency of JRTC operations. Such a modification will not be done unreasonably and the affected employee will be given as much advance notice as possible of any such modification.



## **ARTICLE 22 –LEAVES OF ABSENCE**

22.1 **Unpaid Leaves** - The Company will provide employees with the following unpaid leaves of absence:

**22.1.1 Family & Medical Leave** – Leaves of absence consistent with the provisions and eligibility requirements of the federal Family and Medical Leave Act (“FMLA”).

**22.1.2 Medical Leave** – An Unpaid Medical Leave of Absence may be granted to employees who have completed their probationary period for periods in excess of those covered by the FMLA when the employee is unable to work due to a medical condition. Such leaves may be for up to thirty (30) calendar days and may be extended for up to a total of twelve (12) consecutive months upon presentation of a physician’s statement verifying that the employee is unable to perform position duties because of occupational or non-occupational medical condition. Except as required by law, the employee will not receive benefits during the period of such leave.

- a. A certificate of disability from the attending healthcare provider is required every thirty (30) days from the date the medical leave commenced. Any failure on the part of the employee to provide a continuing certificate of disability may be considered by the Company as a resignation.
- b. An employee returning from an approved Medical Leave of Absence must furnish a health care provider’s statement releasing the employee to return to work.
- c. Such a leave, when combined with other leaves taken consecutively or for the same medical condition may not exceed twelve (12) months. If an employee returns from Medical Leave after FMLA leave expires but prior to twelve (12) months, the employee will
  1. Be allowed to fill a position held by an on-call or temporary employee, or temporary agency personnel, provided that the individual is qualified to perform the position’s duties; or shall
  2. be offered any open position in the employee’s previous job classification for which the employee is qualified.

**22.1.3 Military Leave** – Time off for service or other activities connected with the employee’s or employee’s spouse’s military service consistent with the provisions and eligibility requirements of applicable law.

- 22.2 Jury Duty or Witness Duty** – An employee who is required to report for jury examination or jury duty, or who is subpoenaed to appear as a witness in a judicial proceeding in which the employee is neither a party in nor a real party of interest in the judicial proceedings and will be paid her regular rate of pay based on her work schedule up to a maximum of ten (10) days each year. To qualify for Jury or Witness Duty pay, the employee must submit a copy of the summons to the supervisors as soon as it is received. In addition, proof of service must be submitted to the supervisor upon completion of the period of jury or witness duty.
- 22.3 Bereavement Leave** – Up to three (3) normally scheduled work days Bereavement Leave with pay, or up to seven (7) days for multiple deaths, will be granted to an employee on the active payroll who, because of death in the employee's immediate family, takes time off from work during the Employee's normal work schedule. Such pay shall be for normal regularly scheduled hours at the employee's regular straight time **rate**. Bereavement leave must be taken within ten (10) days following the death or fourteen (14) days following multiple deaths. Extraordinary circumstances will be handled on a case-by-case basis. Proof of such death(s) shall be provided to the Company within seven (7) days after taking Bereavement Leave.
- 22.3.1** For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as the employee's: Spouse, mother, father, mother-in-law, father-in-law, children (including adopted, step and foster), brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepbrother, stepsister, half brother, or half sister.
- 22.3.2** The Company may grant Bereavement Leave for other relationships at management discretion, e.g., being raised by someone other than a biological parent.
- 22.3.3** The Company may require proof of the familial relationship.

## ARTICLE 23 – GROUP INSURANCE

- 23.1** The benefit plans described in this Section cover Employees at South Fort Polk who are represented by the Union as well as both certain non-represented and represented employees working on other programs within the Technical Services sector. Participation in these benefits plans will be governed by the same rules and regulations that apply to other Technical Services Employees who participate in the plans.
- 23.2** As a condition to Union-represented employees participating in these plans, the Union agrees that the Company has the unilateral right, in its sole and absolute discretion, to modify, amend or terminate any of these plans at any time without any notice obligation to, or bargaining obligation with, the Union, as long as the same amendment, modification or termination applies to non-represented Technical Services employees. The Union agrees that it has no further right, and if such right did exist expressly waives any right, to bargain over any amendment, modification or termination of the plans for the term of this Agreement."
- 23.3** Northrop Grumman Technical Services Health Plan - Benefit plans offered to employees at the Northrop Grumman Technical Services, South Fort Polk are as follows:
- a. Medical Coverage
  - b. Dental Coverage
  - c. Prescription Drug Coverage
  - d. Basic and Optional Life Insurance
  - e. Basic and Optional Accidental Death and Dismemberment Insurance
  - f. Basic and Optional Short-term and Long-term Disability Insurance
  - g. Flexible Spending Accounts (Medical and Dependent Day Care)
  - h. Vision Care
- 23.4** Health & Welfare Rate – The costs of these benefits are deducted from the following Health and Welfare (H&W) Allowance:

First Pay Period Following Ratification	First Full Pay Period in November 2010	First Full Pay Period in November 2011	First Full Pay Period in November 2012	First Full Pay Period in November 2013	First Full Pay Period in November 2014
\$3.45	3.75	4.00	4.25	4.50	4.75

Coverage costs in excess of the H&W allowance will be paid by the employee and deducted from bi-weekly paychecks. If the Company-provided benefit costs are less than the H&W amount, the Company pays the difference to the employee.

**ARTICLE 24 – NORTHROP GRUMMAN SAVINGS PLAN**

- 24.1** Bargaining Unit employees may participate in the Northrop Grumman Savings Plan (“Plan”) in accordance with the Summary plan Description and Plan documents. There will be no Company discretionary or matching contributions to the Plan on behalf of employees. The Company will deduct employee contributions to the Plan from employee wages.
- 24.2** As a condition to Union-represented employees participating in the Northrop Grumman Savings Plan, the Union agrees that the Company has the unilateral right, in its sole and absolute discretion, to modify, amend or terminate the Plan at any time without any notice obligation to or bargaining obligation with the Union, as long as the same amendment, modification or termination applies to non-represented Technical Services employees. The Union agrees that it has no further right, and if such right did exist expressly waives any right, to bargain over any amendment, modification or termination of the Plan for the term of this Agreement.

**ARTICLE 25 – TRAINING**

- 25.1** When the Company assigns employees to attend training, including attending seminars, lectures, and other group information training sessions, all hours spent in actual seminars, lectures, training sessions, etc., shall be considered as time worked. Travel time to attend training at an out-of-town location will be considered as time worked except for travel to and from temporary lodging to the training facility. Employees shall not suffer any reduction in hours normally paid for that work week.
- 25.2** The Company will determine the types of training needed, the number of employees to be trained; and will arrange such training. Employees will be considered for training in accordance with the Company's needs.
- 25.3** The Company and the Union recognize the value of providing adequate training to employees who are temporarily or permanently assigned to new or different duties, and agree to cooperate to achieve that objective. The responsibility for achieving this goal is shared by the Company, the Union and each affected employee
- 25.4** The Company and the Union will encourage employees to take advantage of optional training and educational opportunities.
- 25.5** Alleged violations of this article shall not be reviewable through the arbitration provisions of this agreement.

**ARTICLE 25 – SUBSTANCE ABUSE**

- 26.1** The consumption, possession or distribution of alcohol, illegal drugs, or any other controlled substance on or about the jobsite or being under the influence of such substances constitutes just cause for discharge. All Employees are subject to the provisions of the Company’s Substance Abuse Policy as it currently exists or as it is subsequently modified on an organization-wide basis. A copy of this policy is posted in the facility for all Employees to review.
- 26.2** The Union will be notified of any changes to the policy.

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**ARTICLE 27 – EMPLOYEE SAFETY AND HEALTH**

- 27.1** The Company shall make reasonable provisions for the safety and health of its employees at its site during the hours of their employment. Any unsafe condition should be reported immediately to the shift supervisor.
- 27.2** Employees covered by this Agreement shall be required to comply with all safety rules and regulations established by the Company and to wear protective clothing or use safety equipment as may be required by the Company. Each new or transferred employee shall receive a general and a job safety orientation before beginning work in the job classification.
- 27.3** Protective clothing and safety equipment furnished by the Company remains the property of the Company, and each employee shall be responsible for proper use thereof.
- 27.4** The Company agrees to reimburse each employee who is required to wear safety shoes up to \$75.00 annually for the purchase of approved safety shoes. In any position in which the Company requires two sets of safety shoes, the Company will reimburse the employee for both sets of shoes.
- 27.5** Alleged violations of Subparagraph 27.1 of this Article shall be not reviewable through the arbitration provisions of this agreement.

**ARTICLE 28 – BULLETIN BOARDS**

- 28.1** The Company will designate 12 sites where the Union can install bulletin boards for the exclusive use of the Union. All notifications placed on such bulletin Boards shall relate solely to official Union business and be signed by an official of the Union or the official's designee. The Union shall submit all proposed postings except the following to the Company for prior approval.
- a. Notices of Union meetings,
  - b. Notices of elections of Union officials and the results of such elections.
  - c. Notices of recreational and social events
  - d. Teamsters Local No. 19 newsletters

It is understood that the bulletin board shall not be used for the posting of any material derogatory to the Company or its employees.

- 28.2** There shall be no distribution or posting by the Union, or by employees, of advertising or political material, notices or any other kinds of literature on the Company's property other than herein provided.
- 28.3** Any worker or Union member who defaces, adds to or writes over any general notices or bulletin, or posts unofficial bulletins, or any notices that are offensive based on status protected by law or that would tend to incite violence shall be subject to disciplinary action up to and including dismissal.
- 28.4** The Company's obligation under this provision is subject to the Government's agreement allowing the placement of the bulletin boards in the building and is subject to any installation requirements imposed by the government. Further, any costs associated with the installation of the bulletin board will be borne by the Union.



## **ARTICLE 29 – GENERAL**

- 29.1 Should any provision(s) of this Agreement be rendered or declared invalid by reason of any legislation, regulation or decision by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and they shall remain in full force and effect. Upon such invalidation, the parties will meet and negotiate substitute provisions for those rendered or declared invalid.
- 29.2 This agreement represents the full and complete agreement between the parties. It is expressly agreed and understood that the wages, working conditions and fringe benefits provided in this Agreement are in lieu of any and all working conditions and fringe benefits of any kind previously provided by the Company or its predecessor for employees within the Bargaining Unit.
- 29.3 All references to “employee”, “employees”, “man” or “men”, “he”, “**him**” or “his” in this Agreement refer to both male and female employees. These terms are used for the sole purpose of brevity and do not imply or refer to a particular sex or gender, or reflect any discrimination by either Party.
- 29.4 **Waiver of Bargaining Rights and Amendment to Agreement.** During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth in this Agreement, the Company expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or Union at the time this Agreement was negotiated or executed. As used in this section, the waiver of this right to “bargain collectively” includes the waiver of each party’s right to require the other party to negotiate, and the right to obtain information from the other party. This Agreement finally determines all matters of collective bargaining for its term. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and Union.
- 29.5 **Past Practices** - All predecessor contractors past practices and all past practices prior to the date of this Agreement are hereby null and void and shall not constitute a precedent in the enforcement of the terms and conditions set forth in this Agreement.
- 29.6 This agreement shall be binding upon the Parties hereto, their administrators, executors and assignees. In the event an entire operation or any portion thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, the Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement or

any part thereof. Such notice shall be in writing with a copy top the Union not later than the effective date.

- 29.7** Employees covered hereby shall be paid on alternate Friday(s) for the two (2) workweeks ending the preceding pay period. The Company shall give the Union at least twenty-one (21) calendar days notice of any change in the payroll period.
- 29.9** Nothing in this agreement shall be construed to mean that any Employee or classification of worker has an exclusive right to any work. The specific terms of this Agreement shall be the sole source of any rights, other than that of law that may be asserted by the Union against the Company.

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**ARTICLE 30 – DURATION**

The duration of this Agreement shall be effective as of \_\_\_\_\_, shall continue thereafter for a **five (5)** year term, expiring on \_\_\_\_\_; and shall be renewed each year thereafter until either party serves the other party written notice, which is received sixty (60) days before any expiration date, that termination or modification is desired.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives.

FOR:  
**THE INTERNATIONAL BROTHERHOOD OF  
TECHNICAL  
TEAMSTERS, LOCAL 19**

FOR:  
**NORTHROP GRUMMAN  
SERVICES, INC.**

\_\_\_\_\_  
Robert Rasch  
President, Local 19

Date

\_\_\_\_\_  
Charles M. Ennis, Jr.  
Program Manager  
JRTC Program

Date

\_\_\_\_\_  
Al Schomber  
Secretary-Treasurer, Local 19

\_\_\_\_\_  
Susan McGeorge  
Director, Human Resources, SSG

Date

\_\_\_\_\_  
Mike Cline  
Business Agent, Local 19

\_\_\_\_\_  
Pattie D. Bishop  
Group Manager Of Contracts  
Technical Services SSG

Date

\_\_\_\_\_  
Robert Figwood  
Committee Member

Date

\_\_\_\_\_  
Scott Phillips  
Committee Member

Date

## APPENDIX A – WAGES

**A.1 General Wages** – The **general base** wage rates listed below will be effective for the term of this Agreement and apply to all Bargaining Unit employees at the Company’s Fort Polk facility. **General base** wage rate will be increased annually as designated below.

**A.2 General Wage Increases**

Ratification: 0.5% lump sum increase for employees who received Wage Determination Increases of 9% or greater based on 2080 and base rate; or

2.75% wage increase for employees who received Wage Determination increases of less than 9%

Nov 10 2010 **2.5%** based on wage rate as of 1 January 2010

Nov 10 2011 2.25% based on wage rate as of 1 January 2010

Nov 10 2012 2.25% based on wage rate as of 1 January 2010

Nov 10 2013\* 2.5% based on wage rate as of 1 January 2010

Nov 10 2014\* 4.0% based on wage rate as of 1 January 2010

\* 2013 and 2014 rates will be the greater of the Appendix A wage rate or the then-current Wage Determination rate.

**A.3 Hazard Pay** - Employees will be eligible for a four percent (4%) Hazardous Pay Differential for hours worked in a Gunsmith II classification or in the Ammunition Supply Point (ASP) as specifically designated by the Company for ordnance, explosives, and incendiary material.

**A.4 Shift Premium**

2<sup>nd</sup> Shift - \$0.50 for all hours worked on 2<sup>nd</sup> shift

3<sup>rd</sup> Shift - \$1.00 for all hours worked on 3<sup>rd</sup> shift

**A.5 Commercial Driver License (CDL)** – For positions requiring a Commercial Drivers License (CDL), the Company will provide employees paid time outside their usual work schedule as needed for required medical and license examinations of up to one-half day for standard CDL or one full-day for CDL with Special Endorsements.

**A.6 General Wage Table**

*\* 2009 Ratification Rate includes \$0.12 adjustment for Company-designated Commercial Driver License Requirement positions*

*\*\* 2009 Ratification Rate includes \$1.00 adjustment for Company-designated Lead and Inspector positions.*

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## **APPENDIX B – ATTENDANCE POLICY**

The parties recognize and agree that

1. Regular attendance and punctuality are required for satisfactory job performance and for the efficient operation of the business.
2. There will be instances when due to planned or unplanned events that employees will need to be absent, arrive to work late or leave early.

This policy provides procedures for the treatment of absence and tardiness.

### **Definitions**

1. Absence is defined as any time an employee does not report to work as scheduled.
2. Tardiness is defined as any time an employee arrives at the employee's assigned assembly area after the start of his shift.
3. Leaving early is defined as an employee leaving work prior to the scheduled end of the employee's shift.
4. Excused absences and tardies are defined as those which are covered by the Leave of Absence Article, 22, approved vacation and absences approved under section \_\_\_\_\_ below.

### **Advance Notice**

Advance notice is required for all absences, tardies and early departures unless a genuine emergency or illness exists. If an employee cannot come to work or will be late, the employee is expected to call in to give advance notice and obtain approval from the employee's supervisor as soon as possible, but unless impossible to do so, in no event no later than 15 minutes after the start of the shift. If an employee cannot reach his supervisor within this 15-minute period, the employee may leave a voice mail message (within the 15 minute period) to explain why he will be late or will be absent for the day, and to follow-up with the supervisor later during normal working hours. If an employee calls and the supervisor is not available, the employee may leave a message for the supervisor to return the call. However, in no instance is leaving a voice mail to be construed as approval of the late arrival or an absence.

### **Incidents**

1. Failure of an employee to notify his supervisor of his absence or tardiness within 15 minutes of the start of the employee's shift will result in a one-half (1/2) incident.
2. An unapproved tardy will result in a one-half (1/2) incident.

3. An unapproved early departure will result in a one-half (1/2) incident.
4. An unapproved absence will result in an incident

### **Absence Approvals**

1. Employees are allowed a combined maximum of up to six incidents of tardiness, unapproved early departures, and/or unapproved absences during a rolling twelve month period. Progressive discipline will be initiated in accordance with the schedule below.
2. Tardiness may be excused when it is attributed to occasional and random events that are beyond an employee's control. For example, an automobile breakdown would be excusable (unless it becomes habitual). Oversleeping or another reason that is within an employee's control † would not be considered excusable.
3. When an employee arrives late, it is the employee's responsibility to complete a tardy form explaining the reason for being late. This form is an opportunity to explain why an employee arrived late and for the supervisor to consider excusing it. If an employee does not submit this form, the late arrival automatically will be considered as unexcused. The supervisor will either approve or disapprove the tardy. If the tardy is unexcused, the supervisor will note the number of the incident on the tardy form. Whether excused or unexcused, a copy of the completed form will be given to the employee.
4. An incident will not be recorded for any employee who is absent from, or leaves work early, due to personal illness, or for successive days for the same illness. The employee is required to bring a written document from the treating healthcare provider certifying the period of illness if an employee is absent three or more days. Employees who call in sick on other occasions will not have an incident recorded if they provide supporting documentation to explain the necessity for the absence. Any cost for a physician's note or document is paid by the employee.

### **Discipline Procedure**

1. Employees who receive Attendance Incidents will be disciplined as follows:

<b>No. of Incidents Within a Rolling 12-Month Period</b>	<b>Level of Discipline</b>
One	Verbal Warning
Three	Written Warning
Four and One-Half	Final Warning
Six and One-Half	Termination

2. If an employee receives three (3) Final Warnings within a 12-month period, the employee's employment will be terminated.
3. Employment with the Company will be terminated if an employee is absent from work and fails to call in to report his absence for a period of three (3) consecutive work days.

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