

Agreement Between

Akima Support Operations and
Protection Strategies Incorporated

and

Local No. 46
International Guards Union
of America
Tullahoma, Tennessee

1 December 2016 – 31 December 2019

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CONTRACT

This contract is made and entered into by and between Akima Support Operations (ASO) and Protection Strategies Incorporated (PSI) (herein referred to as the Company) and Local No. 46, International Guards Union of America (herein referred to as the Union).

ARTICLE I PURPOSE AND APPLICATION OF CONTRACT

Section 1. Purpose. The purpose of this contract is to set forth the complete agreement between the Company and the Union as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written mutual agreement of the parties.

Section 1a. Application. This contract applies to the employees in the recognized bargaining unit located at the Arnold Engineering Development Complex, Arnold Air Force Base, Tennessee, for those Security Force operations contracted to the Company by the United States Air Force.

This contract applies to those wage employees of ASO/PSI who are permanently assigned to Arnold Air Force Base, TN whether they are temporarily assigned to work inside or outside the confines of the Arnold Engineering Development Complex.

1b. This Agreement contains all the conditions agreed upon and effective between the Company and the Union, and supersedes all previous agreements, collectively or individually, between the Company and the Union. No agent or representative of either party has the authority individually to alter or to modify the Agreement. Any modification of the Agreement will be made only by the mutual consent of both parties in writing.

Section 2. Duration. Except as it may be amended hereafter by written mutual agreement of the parties, this Contract will become effective at 0000 hrs. December 01, 2016 and will continue in effect until 2359 hrs. December 31, 2019.

If at any time during the provisions of this contract, the Company is directed by the government to cease to perform under government contract FA9101-15-C-1000 or the government elects not to exercise an option extending performance of this contract, this collective bargaining agreement will automatically terminate at the same time that the company's government contract terminates or ends, and the rights and obligations of both the Union and the Company hereunder will automatically cease except with reference to those employees covered herein who will remain in the employ of the Company for the purpose of performing work arising from the termination provisions the Company's contract with the United States Air Force, and as to such employees this contract will continue in effect until termination of employment of such employees.

Section 3. Legal Application. Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, or Executive Order of the President, or Governor of the State, or final adjudication of any court of competent jurisdiction, the provision, or application of such provision, of this Agreement will be modified by the parties hereto to comply with the law, but in all other respects, the provisions, and applications of provisions, of this Agreement will continue in full force and effect for the life thereof.

Section 4. Equal Employment Opportunity. The Company and the Union agree to provide equal employment opportunity and affirmative action. The Company and the Union will comply with Executive Order 11246 and Title VII of the Civil Rights Act and the Vietnam Era Veterans Readjustment Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, veteran status, the presence of a disability or handicap or any other characteristic protected under applicable federal, state or local law, in connection with employment, demotion, upgrading, promotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, selection for training including apprenticeship, and layoff or termination.

Section 5. Protective Security. The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government and not specifically identified for access to that information on a need to know basis. No person will be cleared for such information except where the information is necessary for performance of work desired by the United States Government.

It is recognized that the Company has agreed not to employ any person designated by the United States Government whose employment is considered prejudicial to the Government and to remove from work and exclude from the Arnold Engineering Development Complex any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government.

Furthermore, all members of the Union, the Company and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the United States Air Force.

The Arbitrator provided for in Article III, Section 5 of this Contract will not make any decisions that conflict with security regulations adopted by the United States Air Force.

Section 6. Proprietary Information. The Union and the Company agree that they will do their utmost to protect proprietary information. This includes Company management information which, if released, could have adverse impact in the Company's competition for contracts.

Section 7. Continuity of Operations. There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation of any Company employee or employees in an act violating this provision in any manner will constitute cause for immediate discharge by the Company. If it is contended that the discharged employee did not violate this Article of the Contract, the Union may, within two (2) days after the employee is discharged, contest the discharge by filing a grievance initially in the third step of the grievance procedure. The grievance will also be subject to arbitration in accordance with Article III, Section 5.

Section 8. Labor and Management Commitment. The parties recognize the changing work environment and the need to mutually respond and take advantage of the opportunities offered by the changing operating conditions. In view of this, the parties are committed to work with an employee involved work system and maintain an environment of trust and respect throughout the continual use of this nontraditional approach to labor contract administration. To ensure continuous cooperation and teamwork, the parties agree to meet on a regular and frequent basis to address and deal with any topics, including contract provisions that may arise.

Gender Neutral. Whenever the male gender is used in this agreement, it will also refer to the female gender.

ARTICLE II RECOGNITION

Section 1. Company Recognition. The Union recognizes that the Company will exercise exclusive management of the Security services at the Arnold Engineering Development Complex, Arnold Air Force Base, Tennessee, and the Company will have the exclusive right to select, assign, and direct the working forces, including the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations, provided that the Union rights set forth in this contract, including the use of the grievance procedure and arbitration, will not be abridged, curtailed, or modified by this section.

This Contract defines the workday, workweek, rest days, and regular work schedules, and the manner in which these affect payments made to employees.

Section 2. Union Recognition. The Company recognizes the Union as the exclusive Bargaining Agent with respect to rates of pay, wages, hours and other conditions of employment for all hourly paid Security Force personnel employed by the Company.

No outside business activities will be conducted at AEDC, and no employee may perform work for another contractor / subcontractor currently engaged in work at AEDC.

Section 3. Definition of Employees. The term "employee" as used herein will mean any person represented by the Union as described in Section 2 of this Article.

Temporary employees may be hired. A temporary full-time assignment will not continue beyond six months, unless the assignment is to replace a regular fulltime employee, who is absent because of personal or occupational illness or injury.

Any break in temporary service, excluding temporary assignments as replacements for regular fulltime employees absent due to personal or occupational illness or injury, will be at least four (4) weeks, unless agreed to by the Business Agent. If a temporary assignment continues or is projected to continue beyond a six (6) month period without a four (4) week break in service, the job, if still needed as determined by the company, will be posted and temporary employees will be considered, for a new regular full-time job or vacancy after the posting procedure has been exhausted.

Temporary employees will be paid the minimum new hire rate and will not be entitled to receive any paid absences, holidays (unless scheduled to work on a holiday), or fringe benefits under this Agreement.

Temporary employees scheduled to work on a holiday will receive holiday pay. Regular full time employees will be given preference for work on a holiday. RFT's and temps may trade shifts for work on a holiday if approved in advance.

Regular full-time employees will be given preference for overtime consideration of hours which would be overtime for both the temporary employee and the regular employee, but this priority consideration does not extend beyond a total of twelve (12) continuous hours of work unless both have worked twelve (12) hours.

Section 4. Union Officers and Committees. The Company agrees to recognize three (3) properly certified Union stewards for the purpose of representing employees in the grievance procedure. The Company also agrees to recognize a Union Grievance Committee, not to exceed two (2) members, including the Business Agent. The Union Grievance Committee will function in the adjustment of a grievance in Step Three (3) described in Article III, Section 2.

The Union will notify the Company in writing of any changes of the Stewards, Union officials or committee members.

Employees who are officers in the Union, stewards or Union committee members will not engage in Union activities during working time except when properly authorized by supervision.

Section 5. Anti-discrimination. There will be no discrimination, interference, restraint, intimidation, or coercion against any employee because of membership or non-membership in the Union.

Section 6. Checkoff of Union Membership Dues. Upon receipt of written authorization from an employee, the Company will deduct Union membership dues bi-weekly the wages of each employee. The Company will remit such Union dues to the proper official designated by the Union. It is understood that any authorization for payroll deduction will be voluntary on the part of the employee, and may be cancelled by the employee within a fifteen (15) day period immediately preceding June 1 of each year by written notification to the Company with a copy to the Union. There will be no solicitation for membership or collection of dues on Company time.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Discussion. Any employee, having a complaint, will discuss the matter that the employee feels requires adjustment with the employee's immediate supervisor. This discussion must occur prior to the processing of a grievance.

Section 2. Grievance Procedure. Any grievance arising under the terms of this Contract or an alleged violation thereof will be handled in the following manner:

Step 1. The employee, who may be accompanied at his discretion by a Steward, will first take up the grievance with the Security Force Operations Officer or designee. Any grievance not presented within seven (7) working days after the action of the Company giving rise to the grievance will not thereafter be considered. Upon receipt of the first-step grievance, the Security Force Operations Officer or designee will be allowed a maximum of five (5) working days to resolve the grievance. Any such first-step grievance not answered by the Security Force Operations Officer or designee, at the end of five (5) working days following its filing at the first-step will be considered denied and the Steward may thereafter refer the grievance to Step 2.

Step 2. If processed to this step, the grievance will be reduced to writing on a form mutually agreeable to the Company and the Union and submitted by the Union to the Security Forces Chief, or designee, who will hold a hearing within five (5) days after receipt of the form with the aggrieved employee or employees and the Business Agent. An answer will be given in writing to the Union within five (5) days after the hearing. Failing satisfactory adjustment, the matter may be referred to Step 3. In order to expedite the procedure, grievances settled in the first step or second step of the grievance procedure will not be held as establishing precedent for future grievances.

Step 3. If processed to this step, the grievance will be referred to the Project Manager or designee for a final hearing and possible settlement by designated Company representatives and the Union grievance committee. A hearing will be held within seven (7) days after requested. An answer will be given in writing addressed to the Business Agent within fifteen (15) days after the hearing.

Step 4. If the grievance is not settled in Step 3, within seven working days, the parties may mutually agree to submit the grievance to non-binding mediation. The selection of the mediator will also be by mutual agreement. The mediator assigned will not have the authority to alter, vary or add to the terms of this Agreement. If settlement is not reached the grievance may be referred to arbitration in accordance with Section 5 of this Article. Time limits set forth in this Article will be considered mutually extended while utilizing mediation. During the period of time that the grievance is in mediation there will be no liability accumulation against either party. (Example: If the grievance is referred to mediation on June 01 and remains in mediation until July 01 during that period of time there will be no liability associated with the grievance.)

It is understood that the provisions of the Labor-Management Relations Act will be applicable to the above-described grievance procedure.

Section 3. Time Limits. Any grievance not taken up with supervision within seven (7) days after the occurrence of the incident complained of cannot be processed through the grievance procedure.

A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within seven (7) days after a decision has been rendered by the Company. All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual agreement. On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employee.

The Union's failure to carry a grievance from one step to another or to arbitration will be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event an employee is to be discharged for cause, the Company will notify the Union Business Agent or the Business Agent's designee if the Business Agent is not readily available. If the employee does not agree, then the employee may within five (5) days file a grievance in the third step of the grievance procedure.

Section 4. Pay for Grievance Time. Stewards and employees who are members of the Union Grievance Committee may assist in the settling of grievances under this Article, without loss of pay, provided they arrange with their supervisor to leave work for the purpose of handling a grievance.

For night shift employees, grievance hearings will be scheduled during their regular working hours. Members of the Union Grievance Committee will not receive pay for attending grievance hearings held at times other than during their regular working hours.

With proper approval by the Project Manager, members of the grievance committee will be able to meet on the clock without loss of pay in order to assist in the settling of grievances after the third step.

Section 5. Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves:

- a. the discharge or suspension of an employee, or

- b. the interpretation or application of the provisions of this Contract, or
- c. an alleged violation of the Contract may be submitted for settlement to an arbitrator within fifteen (15) working days after the final action taken under the third step of the grievance procedure.

The parties will request a list of no less than five (5) names from the active members of the Federal Mediation and Conciliation Service (FMCS) roster for each arbitration case. The parties will alternate striking names from the list until one arbitrator's name is left. This will be the arbitrator for the case.

Each party will bear its respective expenses, and the expenses incident to the services of the arbitrator will be borne equally by the Company and the Union.

The arbitrator will be requested by the parties to render a decision within fifteen (15) days after the arbitration hearing or receipt of briefs, whichever is later. The decision of the arbitrator will be final and binding on both parties.

The Arbitrator will not have the power to add to, disregard, or modify any of the terms of this Contract or to base a decision on any past practice which is inconsistent with the provision of this agreement.

When either party receives the list of arbitrators, they will contact the other party and inform them of such receipt. If an arbitrator is not selected within thirty (30) calendar days of such contact or a new list of arbitrators is not requested, the grievance will be considered withdrawn.

ARTICLE IV SENIORITY

Section 1. Seniority Classifications. The seniority of each employee is the employee's relative position with respect to other employees within the job classification based on the employee's date of hire, rehire or transfer date into the Bargaining Unit, whichever is later. "Job Classification," is a specific job title within the bargaining unit.

On and after March 31, 2014, the lowest last four digits of the Social Security Number (SSN) will determine the greater seniority for same date hires, rehires, or transfers. In the event there is a tie with the last four digits of the SSN, use the lowest preceding number until the tie is broken.

Section 2. Loss of Seniority. Seniority will be lost by an employee under the following circumstances:

- a. When the employee is discharged by the Company, unless later reinstated under the grievance procedure.
- b. When the employee quits the service of the Company upon the employee's own volition.
- c. When laid off for a period exceeding thirty-six (36) months without being recalled.
- d. When an employee overstays the employee's authorized leave of absence without notifying the Company and receiving an extension of time.
- e. When an employee does not properly report when recalled from layoff, as set forth in Section 6 of this Article.

- f. Three (3) months after the employee is promoted or transferred out of the Bargaining Unit

Section 3. Probationary Employees. A new regular employee is considered a probationary employee for the first six (6) calendar months of employment in a single job classification (months of service must be consecutive). Upon the new regular employee being assigned on a shift, the new employee will be placed on the overtime chart and assigned in accordance with established procedures, given the same consideration for overtime as all other full time employees and adjust his/her overtime hours equal to the high person in the job classification on that shift which he/she is assigned. At the end of six (6) months, if the employee is retained, the employee's name will be placed on the seniority list.

The probationary period may be extended by mutual agreement of both parties. The employee's seniority will start from the last date of hire.

Probationary employees are subject to work eight (8) hours, exclusive of a thirty (30) minute lunch period during their initial proficiency training.

In the event of discharge of a probationary employee, the Business Agent will be notified of the reason for said discharge. The termination of employment of an employee during the probationary period will not be subject to the grievance procedure.

Section 4. Seniority List. The Company agrees to compile and furnish, at four (4) month intervals to the Union, copies of a seniority list showing the seniority of each employee in the bargaining unit. Employees will have fifteen (15) days following the posting of the seniority list, or following return from leave or vacation, to raise objections as to the correctness of the list.

Section 5. Layoffs. When decreasing the work force, probationary employees will be the first to be laid off from the affected seniority group (including Lead and Security Force Officer). When it becomes necessary to layoff employees from a seniority group, employees with the least seniority in the affected seniority group (including Lead and Security Force Officer) will be laid off first. Security System Administrator/Armorer will be assigned to a separate seniority group by themselves.

If the number of employees in the lead classification is reduced, the affected employee's would have the right to return to the Security Force Classification, provided his seniority exceeds that of an employee in the classification and he meets the necessary qualifications to perform the work. In the event a reduction in force occurs in the lead classification, the affected employee's will have return rights to the lead classification in the event future openings occur for a period not to exceed one (1) year. This same provision applies to the Security Systems Administrator/Armorer classification.

Section 6. Recalling. Recalling will be in reverse order of layoff in a seniority group subject to satisfactory qualifications to perform the work. Supervisors will not be demoted to a Security Force position when there are Security Force personnel with rights under this Article to be recalled.- Employees being recalled shall be notified by telephone and e-mail if provided. If telephone or e-mail contact cannot be made, the employee shall be notified by certified mail, mailed to the last address on record in the Company's files. A copy of the recall notice will be sent to the Union. If the Company does not receive a reply from the employee to said letter within six (6) days from the date of its delivery, as verified via electronic Postal Service records in which the employee agrees to report for work within two (2) calendar weeks after he has received said notification, or if the Post Office returns said letter to the Company because the addressee has moved, or the employee

does not report for work on the date he agreed to report as provided in this section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company.

In case of an emergency, the Company may temporarily fill any vacancy.

Laid off employees who are offered jobs of less than forty-five (45) calendar days duration by the Company will not lose their seniority if they do not accept the offer.

Qualified employees may be hired while laid off employees are being recalled.

Section 7. Seniority During Absences. Employees will continue to accumulate seniority when absent due to occupational illness, occupational accident, or personal illness of a continuous period of twenty - four (24) months.

Seniority will also be accumulated during leaves of absence granted in accordance with Article XI, Section 11 of this Contract, and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

Section 8. Bids for Shifts and Scheduled Days Off. On the first Monday in April and the first Monday in October, the Union will be provided a blank bid schedule to complete with the numbers of slots required to be filled on each shift, provided no schedule bid as occurred in the ninety (90) days prior to the April or October date. Any time a change in a work slot or scheduled rest day is projected to exceed thirty (30) calendar days, the Company will post a work schedule indicating the shifts and rest days available for assignment, provided no schedule bid has occurred in the ninety (90) days prior to the last schedule bid.

During this process, the Company reserves the right to move employees from one work shift to another one based on seniority of employees assigned to each shift to meet operational requirements.

A seniority list will be posted with the work schedule. It is further understood that vacation bids will be done on the first Monday in April and October and remain in effect even if shift re-bid occurs as outlined above.

Assignments to sections, shifts, and scheduled rest days will be in order of seniority. The senior one-third (1/3) will have the first four (4) days to make their selection. The next senior one-third (1/3) of the Security Force employees will have the next four (4) days to make their selection. The least senior one-third (1/3) Security Force employees will have the last four (4) days to exercise their bid selection.

Employees not bidding within their time allotment will forfeit their bid unless on an approved absence. Such employees will make their bid known to their shift steward or some other Union official who will post their bid for them. At the end of the twelve-day (12) bid period, the new work schedule will become effective within two (2) weeks after the close of the bidding period.

The Business Agent will have the first bid for shift choice, but seniority will govern for choice of days off. If the Business Agent vacates his position, his bid will be in accordance with his seniority. However, the office of Business Agent has no affect on seniority in the event of layoff.

Bids for shifts and scheduled days off for lead personnel will continue to be determined by seniority but management reserves the right to determine work assignments on each shift.

If implemented, assignment to the boat patrol and woods patrol requiring specific qualifications will be made by the Chief Protective Services, without regard to seniority or shift bidding procedures. Their duty hours, rest days and workdays may be changed as necessary to accommodate mission requirements.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 1. Definitions.

- a. The Company-established workweek is a seven (7) day period beginning 12:00:01 Sunday morning and ending at midnight Saturday evening.
- b. An employee's workweek will consist of five (5) days of work, eight (8) consecutive hours each day, and two (2) rest days within the established workweek. The employee's rest days must be consecutive (except when the employee voluntarily changes shifts) but may fall in two (2) different workweeks.
- c. An employee's work schedule is the days and hours an employee is scheduled to work within the employee's established workweek, in accordance with Section 3 of this Article.
- d. The workday for all employees is a period of twenty- four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first workshift in the established workweek. Each succeeding workday is a twenty-four (24) hour period.
- e. The employee's straight-time rate is the rate of pay per hour exclusive of shift differential, overtime premium, and other forms of remuneration. The regular rate is the rate of pay per hour including applicable shift differential, but excluding overtime premium and other forms of remuneration.

Section 2. Normal Hours.

- a. The day shift will consist of five (5) days of eight (8) consecutive hours with start times beginning as early as 5:00 a.m. and as late as 9:00 a.m.
- b. The second or afternoon shift will consist of five (5) days of eight (8) consecutive hours with start times beginning as early as 1:00 p.m. and as late as 5:00 p.m.
- c. The third or night shift will consist of five (5) days of eight (8) consecutive hours with start times beginning as early as 9:00 p.m. and as late as 1:00 a.m.
- d. If a two (2) shift twelve (12) (12 hours each) operation is implemented, the start time for the day shift will begin as early as 5:00 a.m. and as late as 7:00 a.m. The start time for the night shift will begin as early as 5:00p.m. and 7:00 p.m.
- e. The work-shift is the specific hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek.
- f. Shifts are identified in accordance with hourly starting time and not by days of the week.
- g. Changes in the normal number of hours per day or per week may be made by mutual agreement of the Company and the Union.
- h. It is understood that all shifts will be posted in accordance with Section 3a.

Section 3. Work Schedules.

- a. An employee's regular work schedule is the employee's five (5) scheduled workdays within the established workweek, such schedule to be determined by the Company and posted at least by the end of the shift on Friday of the previous week.

Employees may be assigned to a new regular work schedule without the payment of premium pay provided the new regular work schedule is properly posted and a minimum of sixteen (16) hours will elapse between the end of their last work shift in one workweek and the beginning of their first work shift in the following workweek.

Employees receiving less than the sixteen (16) hours rest period will be paid at time and one-half (1-1/2) their regular rate for those hours worked within this sixteen (16) hour period (except when an employee exercises his or her shift preference in accordance with Article IV, Section 8).

- b. A minimum of sixteen (16) hours notice in advance of the beginning of the new work shift will be given employees of any change in the posted hours.

An employee who has not received sixteen (16) hours notice in advance of any shift change will be paid time and one-half (1-1/2) for the first eight (8) hours of such change (except when the employee voluntarily changes shifts).

- c. When Saturday is a workday with a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek will be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the second rest day within the established workweek will be considered to be Sunday.
- d. All absences with pay will be counted as time worked for overtime considerations.
- e. Employees including temporaries, may trade shifts or days off with the prior approval of the Operations Officer or Chief Protective Services for a period not to exceed two (2) weeks, provided that no overtime is created by the exchange of shifts or days off. In the event the two (2) week period is to be exceeded there must be mutual agreement between the Chief Protective Services and the Business Agent before such an exchange is made.

Section 4. Reporting for Work. Any employee who properly reports for work on his or her regular shift and is sent home because of lack of work will receive a minimum of four (4) hours pay at the employee's regular hourly rate, unless the employee has been previously notified not to report to work, at least twelve (12) hours prior to the employee's next regular reporting time. The first employees to be relieved of duty will be casuals and temporaries, followed by probationary employees, and then the least senior employees on duty.

Section 5. Lost Time. The Company will use one-tenth of an hour (six [6] minutes) as a unit in computing tardiness. If an employee "clocks in" from one (1) to six (6) minutes late, the employee will lose one-tenth (1/10) of an hour (six [6] minutes). For tardiness beyond six (6) minutes, the regular procedure for computing time in multiples of six (6) minute intervals will apply.

Employees leaving the job early will be considered tardy on the same basis as if they reported to work late.

Employees will not be required to work during the period used in computing tardiness. The foregoing

will not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness

Section 6. Pyramiding of Overtime. The allowance of overtime premium payment of an hour for which an employee receives compensation eliminates that hour for consideration for overtime premium payment on any other basis. If time worked falls under two (2) or more overtime-premium pay classifications, the higher rate will prevail.

Section 7. Assigning and Posting Overtime. The Union will make up and maintain an overtime chart which will be posted on the bulletin board in the Operations room for examination by the employees. Company management will oversee the chart and work with the Union on any discrepancies.

Whenever it becomes necessary to work overtime, in so far as it is practical to do so without reducing the efficiency of the operations such overtime work will be divided as equally as is practicable among employees in the classification.

In dividing such overtime the Company may make allowances for the performance of particular types of work. It is understood that an overtime assignment resulting from an administrative oversight with the same employee of three (3) hours or more within thirty (30) days may be subject to the grievance procedure. Other oversights may be addressed by discussing such a matter with the Operations Officer and/or Chief, Protective Services. Emergency call-in will not be subject to the grievance procedure when response time is limited.

When an employee refuses to accept the offered overtime, the employee will not be charged with the actual overtime hours worked by the employee who accepts.

Overtime will be offered first to personnel within the classification. If all personnel refuse the offered overtime, the on-duty employee with the least credited overtime hours will be drafted.

Employees with the least accredited overtime may be told on their last shift to report to work for overtime on their next shift. When an employee is notified to report outside his regular work shift, that employee will be paid a minimum of three (3) hours pay consistent with the provisions of Section 10.

Lead Security Force personnel may work overtime normally performed by employees in the Security Force classification only after it has been offered and refused by all Security Force personnel. The requirement to first offer overtime to the personnel in the Security Force Classification does not apply when that person in the Security Force classification has worked twelve (12) continuous hours, unless both the Lead and the Security Force Officer have both worked twelve (12) continuous hours.

The Company will offer overtime to employees as equally as practicable.

Personnel in the Security Systems Administrator/Armorer classification will be considered for overtime the same as Leads in the Lead classification.

A new employee at the end of the employee's probationary period, or a recalled employee, will be charged with the same amount of overtime hours as the highest employee on the employee's shift.

When an employee changes shifts permanently, the employee will be placed in his same relative

position (same differential of hours) to the high employee on the new shift as the employee was on the previous shift. This does not apply to employees covered in Section 3, paragraph (e) of this Article.

An employee who is absent because of illness, disability or unscheduled Paid Time Off (PTO) will not be offered overtime until the employee returns to work. In all other instances of excused absences, with or without pay, the employee will be eligible for overtime, under the normal provisions, anytime on the next day following his excused absence.

An employee will be placed in the relative position to the high employee (the same differential of hours) on the overtime record as he held prior to his absence, provided the absence was more than three (3) consecutive work days.

An employee who incurs a limitation because of an illness or disability, which prohibits overtime assignment, will not be offered overtime during such restriction and will, when able to work overtime, be placed in the same relative position to the high employee (differential of hours) on the shift overtime record as the employee held prior to becoming ill or disabled.

The determination as to whether an employee with a restriction can or cannot accomplish a particular overtime assignment shall be made by supervision.

Section 8. Offsetting Overtime. An employee will not be required to take time off from the employee's regular work schedule in order to offset overtime previously worked.

Section 9. Time and One-Half. Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay will be paid as follows:

- a. For hours worked in excess of eight (8) in a day or forty (40) in the established workweek, or
- b. For all hours worked on rest days within the established workweek.

Section 10. Call-In. An employee who is notified by the Company to report for work outside of the employee's regular shift will receive not less than the equivalent of three (3) hours pay at one and one-half (1-1/2) times the employee's regular rate for such call-in. In emergency situations where an employee who has already reported to work and has not clocked in but is subsequently asked to work by supervision, the employee will be paid for time worked at one and one-half (1-1/2) times the regular rate of pay. The three (3) hour guarantee is not applicable under the following conditions:

- a. An employee is notified prior to the end of the employee's previous work shift of an early starting time on the next work shift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside the employee's regular shift, does not report at the specified time.

Employees will not be required to clock out during a call-in period of four (4) hours or less, immediately prior to the beginning of their shift.

ARTICLE VI EMPLOYEE BENEFITS

Section 1. Voting Time. An employee who is unable to vote before or after the employee's regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising the employee's franchise to vote in local, county, state, and federal elections, provided such employee presents evidence indicating eligibility to vote to the employee's supervisor.

Payment will be made at the employee's straight time rate exclusive of shift premium. Employees may leave work to vote only as necessary to allow the following number of hours between the time they leave AEDC and the time their polling place closes: two (2) hours if the distance between AEDC and the employee's polling place is 40 miles or less; two and one-half (2-1/2) hours if 41 to 54 miles; and three (3) hours if the distance is 55 miles or more. When the employee's work day begins three (3) hours after the polls open, or ends three (3) hours before the polls close, time off for voting is not allowed.

Section 2. Jury Duty. Upon receiving a summons to report to jury duty, an employee will on the next day, present the summons to his immediate supervisor, and the employee will thereupon be excused from employment for the day or days required of the employee while serving as a juror in any court of the United States or the State of Tennessee; provided that such employee's responsibility for jury duty exceeds three (3) hours during the day for which excuse is sought. If the jury service of the employee does not exceed three (3) hours, he is not entitled to an excused absence for the remainder of the day; he may return to work or use PTO for the rest of the shift.

If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, such employee will also be excused from employment as provided by law for the shift immediately preceding the employee's first day of service on any lawsuit.

After the first day of service, when such employee's responsibility for jury duty exceeds three (3) hours during a day, then the employee will be excused from his next scheduled work period occurring within twenty-four (24) hours of such day of jury service.

Section 3. Funeral Leave. An employee shall be granted Funeral Leave for the purpose of attending the funeral of an immediate family member and will be paid their straight-time rate for three (3) regularly scheduled workdays. With manager approval, employees who are required to travel distances greater than 500 miles may be granted up to five (5) days of paid bereavement leave.

For the purpose of this section, the term "a member of the employee's immediate family" will be defined as the following: spouse, children, brothers, sisters, parents, stepparents, foster parents, parents-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, grandparents, grandchildren of the employee, stepchildren of the employee and any of the above in a step relationship, legal guardian.

Section 4. Holidays. The following ten (10) recognized Federal holidays are paid holiday's effective January 01, 2017:

New Year's Day	Martin Luther King Birthday	Presidents Day	Memorial Day
Independence Day	Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day		

When a recognized holiday falls upon an employee's first scheduled rest day, the scheduled workday immediately preceding will be observed as the employee's holiday; when a holiday falls upon the

employee's second scheduled rest day, the next succeeding scheduled workday will be observed as the employee's holiday.

An employee's holiday will be the twenty-four (24) hour period beginning at the time the employee is scheduled to begin work on the employee's work shift which starts during the calendar holiday.

An employee required to work on a holiday above will receive eight (8) hours holiday pay and paid at the time and one-half rate for all hours worked on the holiday; or,

An employee scheduled to work the holiday may elect to defer their holiday hours (eight (8) hours straight time pay) for another date, with the advanced approval of the Company during the Bid Cycle (October-April and April-October).

Deferred Holiday hours are subject to the following conditions:

- 1) The Deferred Holiday hours can be used for bid PTO during the Bid Cycle in which they were earned and deferred.
- 2) The Deferred Holiday hours can be utilized for scheduled and approved PTO-S during the Bid Cycle in which they were deferred.
- 3) If an Officer calls in PTO-U and has Deferred Holiday hours, these hours will be the first hours used for the PTO-U absence.
- 4) An employee who does not declare their preference to defer the Holiday hours during the 10 day period prior to the start of the Holiday schedule will be paid their Holiday hours in their next regular paycheck.
- 5) Deferred Holidays not taken during the Bid Cycle that they are earned and deferred (October-April and April-October) will be forfeited at the end of the Bid Cycle.

The Company will post a holiday work schedule ten (10) days prior to the recognized holiday. No PTO requests will be approved on any recognized or observed company holiday(s).

Section 5. Group Insurance.

Effective December 31, 2013 the self-funded Aerospace Contractors' Trust (ACT) will be terminated and the Employer, thereafter will offer to regular full time wage employees the National Electrical Contractors Association (NECA) Family Medical Care Plan #16 for the remaining term of this Agreement and shall maintain for insured employees the benefits in effect upon the effective date of that Plan. It is understood that the ACT Trustees have the responsibility to terminate the Trust per the ACT Trust Agreement and that ATA is not liable for any possible cost deficits incurred upon the closeout of the ACT Trust Plan.

The benefits are set forth in the booklet entitled, National Electrical Contractors Association (NECA) Family Medical Care Plan (FMCP) #16 description.

The provisions of the Group Insurance Policies will be subject to review once every twelve (12) months by the Union's Insurance Advisory Committee and the Company.

All insurance so continued will terminate on the date the insured becomes eligible for group insurance coverage as an employee of another employer or becomes eligible for Medicare. When the employee, retired or deceased is no longer eligible for coverage and there is only one dependent eligible for coverage, "the employee only," medical premium rate will apply.

Continuation coverage rights have been modified in accordance with federal regulations as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

The company will reduce the employees' portion of the medical insurance premium cost as indicated in the following table for the term of this agreement except on the occasion(s) when a premium increase(s), in a plan year, exceeds the premium increase cap percentage resulting in a lower Company contribution percentage.

Table 1. Company and Employee Contribution Percentages

Calendar year 2017, 2018 and 2019	Company 80%	Employee 20%
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For the term of this agreement. The Company will pay medical insurance premium cost increases of up to four and one half percent (4.5%) per year at the same company/employee rate as outlined above through the end of this labor agreement.

The parties agree that the baseline premium amount from which the four and a half percent (4.5%) increase cap is calculated will be the family, employee + spouse, employee + child(ren) and individual adjusted coverage rates (medical and dental combined) as shown above and proposed by the NECA Plan #16 medical insurance coverage for calendar years 2017, 2018 and 2019.

In calendar year 2017 the company will pay medical insurance premium cost increases of up to four and a half percent (4.5%) above the CY2016 company contribution rates as modified for the 80% Company contribution that will be reconfigured from the current 85% company contribution rate.

The parties agree that they will share any increase in premiums in the same employer/employee contribution percentages (80%/20%), up to the four and one half (4.5) % cap for CY 2017, 2018 and 2019.

If the insurance premiums increase more than four and one half (4.5)% in CY 2017, 2018 and 2019, the employee will be responsible for payment of one-hundred percent (100%) of the premiums above the four and one half (4.5) % cap.

Section 5a Life Insurance. The terms and conditions of life insurance coverage's are governed by the contract between the Company's and their life insurance carrier. The Company's will provide \$95,000 in basic life insurance coverage.

The Company's have an optional employee paid voluntary life insurance plan that allows employees to purchase supplemental life insurance for themselves, supplemental life insurance for their spouse and/or child(ren) at the employees cost subject to the terms and conditions of the plan, evidence of insurability and applicable regulations and/or laws.

Section 6. Severance Allowance.

All eligible employees shall be paid a severance allowance when they are terminated because of a reduction in force. Severance allowance shall be paid to eligible employees in a lump sum at the time of termination. The amount shall be determined in accordance with the following table:

Years of Service at Termination	Paid Straight Time Rate on Date of Termination
Under 1 year	None
More than 1 yr. but less than 3 years	40 hours
More than 3 years but less than 5 years	80 hours
More than 5 years	120 hours

An employee shall not receive separation allowance if the employee is employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract where credit for prior length of service is preserved under substantially equal conditions of employment in a position requiring the same, similar, or greater responsibility. Employees who are terminated for just and proper cause or who voluntarily terminate their employment are not eligible for any separation allowance.

Severance payments will not be paid to employees in addition to early or normal retirement.

Company will consider during a reduction in force to allow seniority volunteers to identify themselves providing there is not a negative impact to the efficiency or effectiveness of the operations. The seniority volunteer would be required to sign a waiver, if selected, that would waive all future recall, rehire or employment rights with the Company and the severance would be final upon the employee and not subject to the grievance procedure.

Section 7. Retirement Plan.

- a. Regular employees as of 31 May 1983 who elect early voluntary retirement at age sixty-two (62) through age sixty-four (64) will receive a supplement of fifty (50) hours of pay for early retirement at their straight-time rate for each full year of service up to a maximum of six hundred (600) hours of pay as follows:

If the employee retires at the end of the month in which the employee becomes sixty-two (62) years of age, the employee will be paid one hundred percent (100%) of the employee's early retirement supplement pay. An employee who retires after that date but on or before the last day of the month in which the employee reaches age sixty-three (63) will be paid sixty-six and two-thirds percent (66-2/3%) of the employee's early retirement supplement pay. An employee who retires after that date but on or before the last day of the month in which the employee becomes sixty-four (64) years of age will be paid thirty-three and one-third percent (33-1/3%) of the employee's early retirement supplement pay.

In order to be eligible to receive an Early Retirement Supplement, the employee must be vested in the Pension Plan prior to his retirement date. The most recent date of hire, rehire or recall will be used in determining the length of service for early retirement supplement pay. For employees of the prior contractor, who were hired by the Company without a break in AEDC service, the service date,

provided by the former contractor or 1 July 1974, whichever is later, will be used in determining the length of service.

Employees will not receive credit for Company service for a leave of absence of more than thirty (30) calendar days, for time spent in layoff and other separations from the payroll. Employees who leave the Company to enter military service will receive credit for prior Company service and military service as applicable to a veteran with re-employment rights.

- b. Employees who elect retirement will submit a written notice of their election to the Manager, Human Resources forty-five (45) days before their retirement date.
- c. Prior to any change in the Pension Plan, representatives of the Company will meet with representatives of the Union to discuss such changes to ensure that the mutual best interest of the Company and the Union is protected.
- d. The Union may select a committee to make recommendations to the Pension Plan Administrative Committee.
- e. Employees hired or rehired after May 31, 1983 are not eligible for an early retirement supplement.
- f. Employees hired on or after May 1, 2000 will not have the option to receive immediate lump sum payment of vested benefits at retirement.
- g. NOTE: All employees hired on or before 31 March 2012 who were not eligible for a lump sum payment are now eligible for a forty percent (40%) lump sum and sixty percent (60%) annuity option.
- h. It is agreed that any amounts paid as severance allowance pay to any employee by the Company or its predecessor contractor at AEDC will be used as an offset and deducted from any and all amounts to which any employee may be entitled, now or hereafter, as early retirement supplement pay.

Section 8. Savings Plan. The Company will make available to all eligible employees a Retirement Savings Plan (401k). The benefits of this plan are described in the document "Aerospace Testing Alliance Wage Employees' Retirement Savings Plan." The IGUA will have one representative on the savings plan committee. The Company will make contributions in accordance with the provisions of the Plan in behalf of each participant during the life of this Contract. Prior to any change in the benefit provisions of the Retirement Savings Plans (401-K), representatives of the Company will meet with representatives of the Union to discuss such changes to ensure that the mutual best interest of the Company and the Union are protected.

Enhanced 401k.

- 1. The Company will provide an Enhanced 401k Plan to current employees and new hires on a contributory and non-contributory basis to be effective on July 1, 2012.
- 2. Employees hired on or before March 31, 2012, who are participating in the Retirement Plan (Pension) and are interested in changing to the Enhanced 401k Plan will be allowed to do so.

3. Employees who elect to participate in the Enhanced 401k plan will not be allowed to re-enroll in the Retirement Plan (Pension) in the future.
4. Employees who change from the Retirement Plan will not lose any vested accrued Retirement Plan benefits and their pension plan benefits remain protected by the Employee Retirement Income Security Act (ERISA).
5. Employees hired after March 31, 2012 will not have the option to participate in the Retirement Plan (Pension), rather they will be automatically enrolled in the non-contributory portion of the Enhanced 401k plan with an option to participate in the contributory portion of the plan according to the following schedule.

Employees hired on or before March 31, 2012, who are not participating in the Retirement Plan (Pension) will be automatically enrolled in the non-contributory portion of the Enhanced 401k Plan according to the above schedule after July 1, 2012. Employees so enrolled can also participate on a contributory basis.

After July 1, 2012, employees hired on or before March 31, 2012, who are not participating in the Retirement Plan (Pension) will no longer be eligible to enroll in the Retirement Plan (Pension).

The Legacy Savings Plan (401k) will continue under the same terms and conditions provided for in the CBA.

The Company matching contribution is vested immediately with base contribution 3% vested after three (3) years. Employees on the payroll who are actively participating in the Enhanced 401K plan and are not vested will become vested as of September 30, 2015.

Section 9. Integrated Disability Plan (IDP)

a. General

All employees will utilize the IDP (Integrated Disability Plan) plan. Effective March 31, 2007 employees will not accrue any additional sick leave hours.

IDP provisions regarding supplementation, accruals, medical insurance premiums, etc. will terminate on 29 September 2015.

All accruals/benefits (PTO, holidays, funeral leave, and any other form of remuneration) will stop after twelve (12) consecutive months on IDP or if PTO balances are exhausted prior to the end of twelve (12) months starting with the date of disability (last day worked).

Employees will be terminated after two (2) years on IDP from the date of disability (last day worked).

If employee receives a negotiated settlement from the IDP carrier; termination will be effective as of the date of settlement.

Employees who return to work for more than ninety (90) consecutive days will have their IDP provisions reset on day ninety-one (91).

b. Occupational Illness or Injury

1. An employee who is injured on the job will receive from the Company 100% of his straight time hourly rate for the 1st week until his workers' compensation payment is received. At that time the employee will only receive the benefits provided by workers' compensation.
2. Once the employee receives 100% straight time payment from the Company and the Company receives employee compensation from the state through the workers' compensation insurance, the employee within fourteen (14) days will reimburse the Company his workers' compensation payment for the 1st week.

Relative to an occupational illness/injury, the employee must report the incident to supervision no later than the day the incident occurs and the illness/ injury is compensable under the State Worker's Compensation law.

The employee must utilize a Company-approved physician and the employee must cooperate fully in obtaining medical treatment.

3. At the employee's request, a Union representative will be invited to be present when an employee is disciplined for excessive absenteeism or unauthorized absences.

Section 10. Company Service Date. Company service is determined from either the hire date or rehire date. This is the date the employee reports for duty at AEDC; not the date he signs an offer letter. Hire date is the first date of employment with the Company plus the length of service with the predecessor AEDC contractor-employer adjusted to the anniversary date of employment with the predecessor employer.

The rehire date is the date the employee returns to the Company employment with a zero **(0)** balance of service. Employees who leave the Company to enter military service upon return receive credit for prior service with the Company and military service credit as applicable to a veteran with re-employment rights.

Temporary employees without interruption between their temporary and regular service receive credit for service as a temporary employee. Employees receive no credit for service for a leave of absence of more than thirty (30) calendar days or for time spent in layoff or other separations from the payroll. Employees who resign or who are terminated for cause forfeit all of their service credit.

Section 11 Military Leave: An employee ordered to attend military training will be granted a leave of absence with pay for training purposes for a period not to exceed ten (10) work days in any one calendar year. The military leave pay shall only apply to time actually missed from the employee's regular work schedule. The employee must provide the Companies; in support of any request for military leave pay, with copies of orders within five (5) business days of receipt. The employee will earn normal benefits due during such training periods, and time spent in training will not be deducted from personal time off unless requested by the employee.

ARTICLE VII Paid Time Off (PTO)

PTO is a pool of accrued hours designed to provide flexibility in scheduling time away from work and is to be used responsibly for personal and family needs, such as vacations, sick time, IDP elimination periods and other personal time off. Management of PTO balances is the responsibility of the employee working with Protective Services Supervision.

- a. Employees will receive PTO in accordance with their Company service.
- b. Employees will be provided PTO on the following basis.

Years of Company Service	Accrued Paid Time Off		
	Per Year		Per Pay Period
0 to less than 5	120	hours	4.62 hrs
5 to less than 10	140	hours	5.38 hrs
10 to less than 15	160	hours	6.15 hrs
15 to less than 20	180	hours	6.92 hrs
20 to less than 25	200	hours	7.69 hrs
25 and Over	220	hours	8.46 hrs

- c. PTO periods will be available for selection on the first Monday in April and the first Monday in October of each year. Employee PTO choices must be completed by the end of twelve (12) calendar days from the first Monday in April and by the end of twelve(12) calendar days from the first Monday in October.

PTO assignments will be posted by the Company on or before May 15 and November 15, respectively. An employee, scheduled to be on PTO during the selection periods, must submit the desired PTO choice in writing to the supervisor of the employee prior to such PTO.

Failure to do so will result in the forfeiture of the employee's choice of PTO period and the employee will select from the periods still available upon the return to work of the employee.

In scheduling PTO the Company will give preference as to dates in accordance with employee seniority and the operational requirements of the Company.

Any requested PTO must be approved by the Company before it is to start.

Once the Company has approved a specific period of time as the PTO period for an employee, the Company may not alter or change such PTO period unless dictated by operational requirements.

PTO hours not earned can only be advanced to the employee by special agreement with the

Company and no employee will be allowed to schedule PTO until after three (3) months of employment.

The maximum carryover of PTO for any calendar year is two hundred and forty (240) hours.

When the number of PTO hours held by an employee exceeds the total maximum carryover allowed, the excess hours will not be lost provided the maximum was exceeded because of an occupational disability. This PTO carry over above the maximum two hundred and forty hours (240) is limited to no more than forty (40) hours less any unscheduled absences in the calendar year and

- d. PTO payment will be calculated on the basis of an employee's straight-time hourly rate, including applicable shift differential and the number of hours in the normal workweek.
- e. If an employee who has completed the minimum eligibility requirements for PTO retires, resigns, is laid off, is discharged, or dies, the employee or the employee's survivors will be paid a PTO allowance not to exceed two hundred forty (240) hours for any accrued PTO that may be due the employee.
- f. An employee who is recalled following a layoff or reduction in force will be required to work three (3) months following the employee's recall before the employee is again eligible to take PTO but will accumulate PTO pay as provided in this Article.
- g. Absence of an employee on the employee's scheduled workday, immediately preceding or following the employee's PTO may not be excused for any reason except unavoidable circumstances.
- h. Employees starting work the first (1st) through the fifteenth (15th) day of the month will be given credit for the full month, whereas, employees beginning their employment on the sixteenth (16th) day of the month, or any day thereafter, will be given no credit for that month. If termination of employment occurs the first (1st) through the fifteenth (15th) of the month, PTO time will be computed to the last day of the previous month. If termination occurs on the sixteenth (16th) day of the month or thereafter, the PTO time will be computed to the end of the month.

Two (2) hours of Paid time off (PTO) accruals per day, if available will be used to supplement a legitimate IDP claim.

New employees hired after October 1, 2003 are awarded the monthly PTO accrual for the first (1st) month of employment if they begin work on or before the fifteenth (15th) of the month.

When an employee retires or is terminated, all unused hours of sick leave will be used to increase the years of participation for pension benefits.

After an employee has legitimately exhausted all of his PTO accrual balance because of sickness or injury, the Company will continue to pay its portion of the medical insurance premiums for up to twenty-four (24) consecutive months from the last day worked consistent with other IDP changes.

i. PTO usage

PTO days may be taken for vacation, personal time, illness, medical or dental appointments, or time off to care for dependents. Holidays, jury duty and funeral leave, do not count as PTO days.

PTO days must be scheduled in advance and are subject to approval by your supervisor, except as outlined in item 5 below.

PTO is normally scheduled in full-day increments; however, employees may schedule less than a full day with the approval of their supervisor.

Scheduled PTO is to be requested at least twenty-four (24) hours in advance and any approvals based on mission requirements.

Unscheduled PTO is any time taken off which is not previously approved by the supervisor. The employee must report the absence and the reason for the absence to the immediate supervisor or the person designated by the Company to take call-ins as soon as possible, but prior to the beginning of the employees shift, except for causes beyond his/her control.

Continual and repeated unscheduled absences are subject to administrative review and or disciplinary action.

Employees having unscheduled absences of three (3) or more consecutive workdays must consult a licensed physician and obtain a release from the physician to return to work.

The Company and the Union agree to work together to curtail any and all potential and/or proven abuse of unscheduled PTO absences as stated within the confines of this agreement.

ARTICLE VIII WAGES

Section 1. New Hires. Regular full time employees hired on or after the effected date of the contract will be offered all benefits available in accordance with this contract and will initial or sign-off either accepting or refusing offered benefits. A probationary employee will be allowed to use accrued Paid Time Off (PTO) after the first ninety (90) days of employment. The Company will notify the Business Agent of any new hire(s) in the Bargaining Unit.

All regular full-time employees will be hired at 80% of the top pay rate in his particular classification. The employee will progress each year until he reaches 100% of the top rate as follows: (Employees who are promoted while in a step progression will enter the new classification at the same step they held in the previous classification.)

New hire (starting rate)	80%
After 1 year of employment	90%
After 2 years of employment	95%
After 3 years of employment	100%

An employee promoted to a higher-paid classification will receive the same percentage of pay in his new classification as he received in his former lower-paid classification.

Temporary employees will be paid the minimum new hire rate (80% of the top pay rate) and will not be entitled to receive any benefits.

Section 2. Wage Increases.

The Company and the Union agree that the Security Force Officer, Lead Security Force Officer and Security System Administrator / Armorer the first full pay period in April 2017 will receive a hourly wage rate increase of 1.5%.

The Company and the Union agree that the Security Force Officer, Lead Security Force Officer and Security System Administrator / Armorer the first full pay period in April 2018 will receive a hourly wage rate increase of 1.5%.

The Company and the Union agree that the Security Force Officer, Lead Security Force Officer and Security System Administrator / Armorer the first full pay period in April 2019 will receive a hourly wage rate increase of 1.0%.

Section 3. Shift Differential. A shift differential will be paid to employees based on their regular assigned shift as follows:

- a. One dollar (\$1.00) per hour for employees on second shift.
- b. One dollar and fifty cents (\$1.50) per hour for employees on third shift.

Employees working overtime will receive the shift differential, if any, applicable to their regular assigned shift.

Section 4. Saturday and Sunday Premium Pay. Employees who are scheduled to work on Saturday or Sunday or both Saturday and Sunday as a part of their regular work schedule will be paid an additional fifty cents (\$.50) per hour for such work performed on Saturday and an additional one dollar (\$1.00) per hour for such work performed on Sunday. The additional Saturday pay and additional Sunday pay will not be considered in determining overtime payments nor will they be applicable for employees who are working overtime on Saturday or Sunday.

Section 5. Demotion. When an employee is demoted to a lower paying classification, either at his own request or when no other work is available that he can perform, he will receive the rate of the lower classification as of the date of the demotion. It is also agreed and understood that in the event the job performance of an employee assigned to the Lead Security Force Classification or to the Security Systems Administrator/Armorer classification is deemed unsatisfactory, he will be eligible to return to his previously held classification if there is no pending disciplinary action.

Section 6. Overtime Lunches. Any employee, upon the completion of ten (10) continuous hours of work, excluding the employee's regular lunch period, will be paid a meal allowance of three dollars and seventy five cents (\$3.75). No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating will be made as short as possible and in no case will exceed twenty (20) minutes.

Section 7 Pay Day. Pay day will be bi-weekly and employees will be paid by mandatory direct deposit on Friday following the end of the pay period provided the direct deposit is available. Any direct deposit errors of less than fifty (\$50) will be corrected on the next regularly issued direct deposit.

ARTICLE IX SAFETY

Section 1. Protective Equipment. Where necessary for the safety and health of its workers, the Company will provide protective clothing and safety equipment.

Section 2. Good Housekeeping. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

Section 3. Labor-Management Safety Committee. One (1) employee will be allowed time off without loss of pay to attend the regular monthly meeting of the Labor-Management Safety Committee.

Section 4. Safety Instructions. When Security Force Officers are assigned to a security post, safety instructions will be provided where appropriate.

ARTICLE X PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. An applicant for employment before being hired or recalled must meet certain minimum standards of health and physical fitness as determined by a physical examination. The physical examination will be given by or under the supervision of a licensed physician employed or approved by the Company. Periodic physical examinations of employees will be carried on or may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees.

An employee, upon request, will have the opportunity of discussing the results of the employee's medical examination with a Company representative.

Employees physically restricted as a result of occupational or non-occupational illness will be given consideration for continued employment within their defined limitations. Employees unable to perform work in their regular classifications will be considered for work in the same or lower rated pay categories upon mutual agreement between the Company and the Union. Refusal of such assignments will result in medical termination.

Section 2. Ability to Work after Injury, Illness or Physical Impairment. In case an employee returns to work after being absent because of layoff or due to injury, illness or physical impairment, the Company may require the employee to furnish a certificate signed by the Company physician showing that the employee is physically fit to return to work. If the physician finds that the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to the employee at his/her expense. If the findings of the second physician are that the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, and the opinion of the specialist will be final.

An employee who becomes eligible for non-occupational disability pay after receiving the employee's layoff notice because of a reduction in force but before the effective date of layoff may be required to submit to a physical examination by the Company physician any time that the employee is receiving such pay. If there is any disagreement in the findings between the Company physician and the employee's physician, then the employee must submit to an examination by a specialist agreeable to the Company and the employee, at the expense of the Company, and the opinion of the specialist will be final.

Section 3. Extended Disability. Employees whose occupational or non-occupational disabilities continue after all accrued PTO is used and are not given a medical termination, are placed in an extended disability Leave of Absence status, not to exceed twenty-four (24) consecutive months from the last day worked. At the end of this time, the employee will be terminated.

Employees who are in extended disability status will continue to accrue seniority in accordance with Article IV, Section 7 of the Contract between the parties. During this period of extended disability status, employees will not earn, receive or accrue length of service for any other benefits nor shall such employees earn, accrue or receive PTO allowance pay, holiday pay, funeral pay.

The Company will pay the negotiated percentage of the Company's portion of the group insurance premium for regular employees on IDP or for regular employee's on IDP in an extended disability status beginning with said employee's last day worked and provided he/she remains disabled as determined by appropriate medical authorities as set forth in the contract but in no event longer than twenty-four (24) consecutive months from the last day worked.

ARTICLE XI GENERAL

Section 1. Bulletin Boards. The Company will provide the Union with suitable bulletin boards for the purpose of posting written Union business. Any other material must be approved by the Company prior to posting.

Section 2. Work Performed by Supervisors or Other Personnel. Supervisory or other personnel will not regularly do the work of employees in the Bargaining Unit which will deprive such employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction or assistance or from occasionally performing Security Force services.

Trained Security Force Augmentees may be utilized during periods of emergencies (e.g., increased base security during hostile threats, demonstrations, or strikes).

Section 3. New or Revised Classifications. When it is necessary to establish a new job classification or revise an existing job classification, the Company and the Union will negotiate a job title and a wage rate for the new or revised classification.

Section 4. Job Posting and Filling of Vacancies. In the event of a new job, or a vacancy to be filled, the Company will post a description of the job or vacancy, its location and rate of pay on a public bulletin board accessible to bargaining unit membership. In addition, management will notify the union business agent.

Consideration will be given any permanent employee who bids on the new job or vacancy within a period of seven (7) working days from the date of the initial posting.

A new job is defined as an additional permanent position within the Bargaining Unit. A vacancy is defined as a vacated position.

Requirements stated on the job posting will accurately reflect duties of the job to be filled and will be within the scope of the job classification description.

Employees temporarily absent or in layoff status may arrange with Business Agent or Job Steward to file a job bid on their behalf.

Filling of vacancies caused by PTO, Disabilities, and leaves of absence will not be subject to the posting procedure.

Filling of vacancies and promotions within the Bargaining Unit will be made on the basis of the qualifications to perform the work and seniority. If qualifications to perform the work of the job classification are considered equal, the senior employee will be given preference.

Should the Union disagree with the Company's selection of the employee under this section of the Contract to the extent the matter is processed to arbitration; the burden of proof will rest with the Company.

A temporary promotion, which does not involve all of the substantial aspects of the higher paying job classification, will not by itself satisfy the minimum qualification requirements of a regular, full-time assignment in the higher paying job classification. For purposes of full time promotion, candidates must still meet the minimum requirement of the regular full time job.

In case there is no one qualified for the vacancy, the Company may fill vacancies from outside the Bargaining Unit.

Section 5. Uniforms. The Company will furnish, replace, alter, repair, launder, and clean the regulation uniforms for the Security Force Officers. Uniforms or equipment worn or used by Security Force Officers who are on duty will be prescribed by the Company and no deviations from Company requirements will be practiced except with consent of the Company.

Security Force Officers will wear and furnish their own black leather shoes and black socks.

The uniform may be worn to and from work only. It is understood that no Security Force Officer will wear his or her uniform in public except as authorized by the Company.

Section 6. Work Assignments. Work assignments in general will be taken from the present duty board. Work assignments may be traded with approval of the senior shift Security Force Lead Officer. Where holiday premium assignments are traded, the hours will be charged to the person to whom the work was initially assigned.

On the days that three (3) lead persons are assigned to the same shift, the third lead may be used to perform the duties of the regular Security Force Officer Classification. In these instances, the assignment will be taken from the duty board.

Section 7. Inspection of Security Force Lockers. Except in cases of emergency or extended absence, the Company agrees to inspect a Security Force Officer's locker in the employee's

presence, or in the presence of any shift steward.

Section 8. Work Performed on a Holiday. Work performed on holidays will be assigned to employees as equally as practical. The Protective Services Chief will maintain in the office a holiday premium-pay chart which, upon request, may be observed by authorized Union representatives. A tentative work schedule for the Christmas holidays will be posted ten (10) days prior to the start of the Christmas holidays.

Section 9. Military Service. Both parties will abide and comply with the "Military Selective Service Act of 1967 and the Uniformed Services Employment and Reemployment Rights Act (USERRA)" regarding the reemployment of employees who enter the Armed Forces of the United States. Time spent in military service will be counted as time worked in computing severance allowance for reemployed veterans who are subsequently reduced in force.

Section 10. Leaves of Absence. Upon approval by the Company, accredited Union officers will be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively, to attend conventions or other operations and such approval will not be unreasonably withheld.

It is agreed that the Union will give the Company at least ten days notice of request for such leaves of absence, except in emergencies which would make such amount of notice impossible, and that not more than two (2) employees will be absent at any one time for such purpose.

If the Union desires that more than two (2) employees be absent at one time for such purpose and makes such request of the Company, the Company may grant such request if in its opinion working conditions will not be unfavorably affected thereby. Such leaves of absence will not affect the seniority of employees.

Any employee whose continued absence over a long period is necessary because of the employee's duties as an officer or representative of the Union will be given a leave of absence not to exceed one (1) year, without pay, for such purpose.

Annual leaves of absence will not be granted for consecutive years unless mutually agreeable to the Company and the Union.

Upon the employee's retirement from such office, the employee reports for work within fifteen (15) days following the expiration of the employee's leave. An employee granted such extended leave of absence will return all security identifications at the time the employee's leave of absence begins.

The Group Life Insurance of such employees will be continued in force during such authorized leave of absence in case, and in such a manner, as the provisions of the Company Group Insurance contract permit, provided such employees pay the full cost of the Group Life Insurance premiums.

Section 11. Personal Grooming Standards. Security Force personnel will maintain a professional appearance and image in line with historical grooming standards. Uniforms will be clean and shoes shined.

Section 12. Tennessee Private Protective Security Armed Security Guard/Officer License. The Company will reimburse Officer's every two (2) years for the renewal of their required Tennessee Private Protective Security Armed Security Guard/Officer license.

APPENDIX B ALCOHOL AND DRUG TESTING PROGRAM

The Company and the Union fully support and agree to comply with the Drug Free Workplace Act of 1988, and applicable Department of Defense and Department of Transportation regulations and includes the expanded Air Force and DOT drug testing panel as follows: Codeine, Morphine, Hydrocodone, Hydro-morphone, 6-Acetylmorphine (Heroin), Oxycodone, and Oxymorphone.

It is also understood and agreed that the Union will be advised of any required changes to the alcohol and drug testing program.

Section 1. Definitions. The following definitions will be applicable to the alcohol and drug testing programs as applied to the bargaining unit:

- a. **Drug Testing.** Conducted by urinalysis, this test is performed in two **(2)** stages. In the first stage, immunoassay is used to screen urine specimens for various classes of drugs. Immunoassay is an analytical technique that utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity that is proportional to the amount of drug present. In the second stage, any positive results found in the first stage are confirmed using the tandem technique of gas chromatography/ mass spectrometry (GC-MS), which positively identifies and quantitates the presence of a specific drug. No test result will be reported by the independent laboratory as a positive drug test result unless both the initial test and the confirming test are positive. If necessary, other testing methods may be used as deemed appropriate by the company, i.e. breathalyzer, blood test, urine, etc. Hair analysis is available at the employee's request.
- b. **Illegal Drugs.** Any substance, which under Section 202 of the Controlled Substances Act 21 U.S.C. Section 812, is unlawful to possess. Examples are marijuana, cocaine, heroin, quaaludes, hallucinogens, and other street drugs and controlled prescription drugs such as amphetamines, Codeine, Morphine, Hydrocodone, Hydro-morphone, 6-Acetylmorphine (Heroin), Oxycodone, Oxymorphone and barbiturates that have not been lawfully prescribed for the individual using and/or possessing them.
- c. **Sensitive Positions.** It is agreed the Company will establish a program that provides for the testing of illegal drugs and alcohol abuse by "employees in sensitive positions," defined as employees who have been granted access to classified information or employees in other positions that the contractor determines involve national security, health or safety or function other than the foregoing requiring a high degree of trust and confidence. All employees represented by the IGUA at AEDC will be considered as employees in sensitive positions.

Section 2. Policy.

Alcohol and drug testing programs may be required of the following:

- a. When an employee has been involved in an accident or unsafe practice.
- b. As required in writing by the AEDC contracting officer.
- c. Employees who are or will be assigned to sensitive positions or those who occupy a position that requires a high degree of trust and confidence.
- d. When there is reasonable suspicion that an employee uses illegal drugs or is violating this

program on alcohol and drug abuse.

- e. As a part of a follow-up to alcohol and drug counseling or rehabilitation.
- f. As part of the random employee drug testing program.
- g. Designated applicants and new hires for employment.
- h. Recall from layoff (unless the employee has been tested and a negative result reported within the previous ninety (90) days).

An employee's refusal to consent to alcohol and/or drug testing under these circumstances will subject the employee to disciplinary action in accordance with the Company's disciplinary policy. Employees who test positive for illegal drugs or alcohol are also subject to disciplinary action in accordance with the Company's disciplinary policy.

The testing laboratory must be certified by the National Institute on Drug Abuse (NIDA). If the Union and/or Company experience difficulty and/or problems with the testing laboratory, a new testing laboratory will be selected by the Company after consultation with the Union.

Section 3. Alcohol Testing. The Company will test the employee and/or ensure that the employee is tested for level of alcohol content through use of a breath analyzer or blood test.

Section 4. Drug Testing. If an employee tests positive, before the Company meets with the employee to discuss the test results, the Company will advise the employee of his right to have Union representation, and, if requested, the interview will not take place until an available union representative is given the opportunity to be present.

Employees are subject to the provisions of the company's substance abuse policy and procedure including the established disciplinary policy.

Section 5. Promotions and Transfers. Human Resources will ensure that an employee passes a drug test before being offered a transfer or promotion to a sensitive position.

APPENDIX D PHYSICAL FITNESS PROGRAM

The Air Force as documented in PWS 3.2.2 has mandated a physical fitness standard designed to meet the physical stresses encountered in emergency situations and increase the ability to perform physical activities while being free of health problems.

Beginning 1 December 2016 all employees must pass the government stipulated PFS during their initial (new hire) or annual re-evaluation in order to perform Security Force duties at AEDC Arnold AFB. Government Stipulated PFS (Initially/Annually) consists of:

Sit-ups (15 repetitions),
Push-ups (21 repetitions)
1.0 mile run/walk (<12 minutes)

Performance Standards

- a) Security Force personnel must successfully pass all phases of the PFS in order to perform guard duties.
- b) Guards that do not successfully pass the PFS will be afforded a second attempt within 30 days. If the individual fails to successfully pass the PFS on the second attempt the individual will not be authorized to perform Security Force duties on AEDC Arnold AFB.

Effective October 1, 2003 MOU Test Post Relief

This Memorandum of Understanding between the Union (IGUA) and the Company (ASO/PSI) sets forth the assigning of Relief Patrols dedicated to providing health and comfort breaks to personnel assigned to static test posts. The following formula will be used:

1. For the first (1st) and second (2nd) test posts – no dedicated relief is assigned.
2. For three (3) up to six (6) test posts – one (1) relief patrol is assigned.
3. For seven (7) to eleven (11) test posts – two (2) relief patrols are assigned.
4. For twelve (12) through fifteen (15) test posts – three (3) relief patrols are assigned.
5. For more than fifteen (15) test posts – one (1) additional relief patrol will be assigned for each additional four (4) test posts.

Effective March 31, 2014

**MEMORANDUM OF UNDERSTANDING
(Utilization of Temps (T) for Replacement of Employees on IDP or W/C)**

- a. If an employee is absent and on IDP or Workman's Comp, the shift/schedule they are assigned will be frozen for the duration of their absence.
- b. Employees on IDP/W/C are not eligible to bid during any subsequent bid cycles.
- c. If an open IDP/W/C shift/ schedule is to be staffed, the shift/schedule will be offered to regular full time (RFT) employees, who may volunteer and be assigned by seniority.
- d. The absent employee will return to the shift/schedule they held on their last day worked.

CONTRACT WAGE SCHEDULE

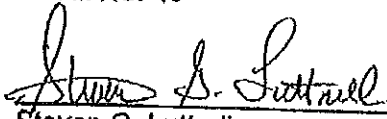
SENIORITY GROUP	CLASSIFICATION	YEAR	1st Year rate 80%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
SECURITY FORCE OFFICER/SECURITY FORCE OFFICER LEAD	SFO	April 2016	\$19.68	\$22.14	\$23.37	\$24.60
		April 2017 (1.5%)	\$19.98	\$22.47	\$23.72	\$24.97
		April 2018 (1.5%)	\$20.27	\$22.81	\$24.08	\$25.34
		April 2019 (1.0%)	\$20.48	\$23.04	\$24.32	\$25.60
	SFOL	April 2016	\$22.13	\$24.89	\$26.28	\$27.66
		April 2017 (1.5%)	\$22.46	\$25.27	\$26.67	\$28.07
		April 2018 (1.5%)	\$22.80	\$25.65	\$27.07	\$28.50
		April 2019 (1.0%)	\$23.02	\$25.90	\$27.34	\$28.78
SECURITY SYSTEM ADMIN/ARMORER	SSA/A	April 2016	\$22.13	\$24.89	\$26.28	\$27.66
		April 2017 (1.5%)	\$22.46	\$25.27	\$26.67	\$28.07
		April 2018 (1.5%)	\$22.80	\$25.65	\$27.07	\$28.50
		April 2019 (1.0%)	\$23.02	\$25.90	\$27.34	\$28.78

Agreement

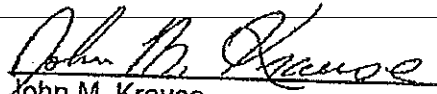
In Witness whereof, this Instrument is executed by the authorized representatives of the parties to be effective 0000 hrs. December 01, 2016 and will continue in effect until 2359 hrs. December 31, 2019.

For the Union:

**International Guards Union of America
Local No. 46**



Steven G. Luttrell
Business Agent
IGUA Local No. 46



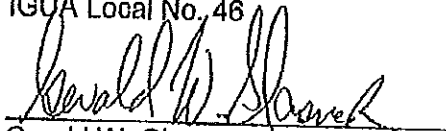
John M. Krause
President
IGUA Local No. 46



Michael D. Tucker
Vice President
IGUA Local No. 46



M. Brandon Vann
Secretary
IGUA Local No. 46

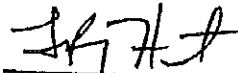


Gerald W. Glasner
Committee Member
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