COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GLACIER TECHNICAL SOLUTIONS LLC and
ITS RESPECTIVE JOINT EMPLOYERS
("THE COMPANY")

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL/CIO
AND ITS WHITE SANDS LODGE #2515,
ALAMOGORDO, NEW MEXICO
("THE UNION")

TERM OF AGREEMENT
1 October 2015 through 30 November 2018

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ARTICLE 1

PURPOSE OF AGREEMENT

1.00 This Agreement is made and entered into by and between Glacier Technical Solutions, LLC and its respective joint employers (hereinafter referred to as ñthe Companyò) and the International Association of Machinists and Aerospace Workers, AFL/CIO, and its White Sands Lodge #2515, Alamogordo, New Mexico, (hereinafter referred to as ñthe Unionò).

2.00 The purpose of this Agreement is to insure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to the Government. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

3.00 It is agreed that the parties desire to enter into this Agreement to establish wages, benefits, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

4.00 NOW, THEREFORE, the Parties agree as follows:

ARTICLE 2

RECOGNITION

1.00 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company as certified by the National Labor Relations Board Case No. 28-RC-6179, dated May 30 2003 and National Labor Relations Board Case No. 28-RC-103154, dated May 31, 2013 as follows:

1.01 All hourly paid employees employed by The Company and working on the Melrose contract, at the Melrose Range also known as Melrose Air Force Range (hereinafter referred to as ñMAFRò) who were certified by the National Labor Relations Board, Case No. 28-RC-6179, dated May 30 2003 and National Labor Relations Board Case No. 28-RC-103154, dated May 31, 2013.

1.02 Excluded are managers, professional employees, confidential employees, clerical workers, administrative workers, construction workers covered by the Davis Bacon Act, guards, watchmen and supervisors as defined by the National Labor Relations Act, as amended. Union employees will not perform the functions of the above excluded personnel.

2.00 The use of the word "employee" or "employees," as used in this Agreement refers to all persons covered by this Agreement regardless of sex. Any reference by gender applies to either sex.

ARTICLE 3

SUCCESSORSHIP

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

ARTICLE 4

MANAGEMENT RIGHTS

1.00 The Company shall have full rights, subject to the terms of this Agreement, of managing the business and controlling business operations, the assignment of duties, scheduling of all hours of work and other aspects of production and business methods and the right to hire, promote, demote, and transfer employees, to discipline, suspend or discharge for just cause, lay off, create new jobs, and establish rules of conduct. The Company agrees to meet and confer with the Union prior to the implementation of new policies and changes in the existing policies that directly affect the agreement. The Company shall post a copy of all policies in the work area and provide the Union Business Representative with a copy within thirty (30) days of the date of this agreement and whenever new policies are implemented or revised, they will be posted on the bulletin boards and provided to the Union Business Representative within five (5) working days. The Company shall also keep each site and the Union Stewards up to date with current Corporate and Site policies in a written format. These Corporate and Site policies will be kept in the employeesô break area.

ARTICLE 5

NO STRIKE - NO LOCKOUT

1.00 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and the various missions of MAFR, and that uninterrupted services must be furnished to those agencies that have need of and make use of the capabilities of the Range. Therefore, the parties agree that during the term of this Agreement:

1.01 The procedure provided for herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between the Parties.

1.02 Neither the Union, its officers, nor agents shall authorize, encourage, or sanction any unauthorized strike, sit down, work stoppage, stay in, slow down, refusal to work, refusal to work overtime, picketing, or any other action (including sympathy strike or related activities), which would interrupt or interfere with any of the operations of the Company.

1.03 Any employee or employees, individually or collectively, who shall engage in the conduct prohibited in this Article, or who shall cause or take part in any violation of this Article may be disciplined or discharged by the Company.

1.04 In the event of a violation of this Article, the Union, its officers or agents agree that it will use its best effort to end such prohibited conduct, utilizing every possible means to include:

1.04.1 Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.

1.04.2 Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.

1.04.3 Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

1.05 The Company agrees it will not engage in any lockout of its employees.

ARTICLE 6

CONTRACTING OUT WORK

1.00 The Parties agree and acknowledge that the Company has the right to subcontract work, but that during the term of the Agreement the Company will not subcontract work of the kind and character performed by the Bargaining Unit employees for the sole purpose of laying off Bargaining Unit employees or eroding the Bargaining Unit. The Company agrees that it will notify the appropriate Chief Steward and Business Representative in writing of any situations when the Company plans to subcontract such work. If the Company subcontracts work that is performed by any Bargaining Unit employees, the Company shall require such subcontractor to abide by the terms of this Collective Bargaining Agreement.

2.00 New Technology: The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient technology, machines, processes, systems, methods and /or materials. In this way, the Company will be able to compete effectively in the marketplace, therefore, providing economically secure jobs for its employees. It is the Companyôs policy, when possible to assure that training is available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology. In order that employees can better prepare themselves for the skill requirements of the future and in its fulfillment of its obligation to provide information to the Union, the Company will provide notification to the Union Directing Business Representative (DBR) or his designee of

the Companyôs plans for the introduction of new technology which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any training programs associated with those impacts. The Union, and its representatives, will protect the confidentiality of Company sensitive and proprietary information disclosed in the notification. The Company will select employees based on factors such as ability, skill, dependability, efficiency, past performance, and qualifications to attend training and perform the work involved. If such factors are relatively equal, the most senior employee will be selected.

ARTICLE 7

NON-DISCRIMINATION - EQUAL TREATMENT

1.00 There shall be no discrimination by the Company, any employee, or the Union against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, genetic characteristics, color, ancestry, race, national origin, creed, age, disability, religion, veteranôs status, or because of legitimate Union activity, membership or non-membership in the Union, or agency fee payer status, or any other status protected by applicable Federal, State or local laws or regulations. The parties also agree to comply in all respects with all applicable laws and Executive Orders regarding nondiscrimination and Equal Treatment.

ARTICLE 8

UNION SECURITY

1.00 All Bargaining Unit employees covered by this Agreement will either be members of the Union or ñagency fee payers.ò Agency fee payers (non-members) meet their monthly obligations by the payment of an equivalent agency fee, which represents the Unionôs cost of representing the employee for the purpose of collective bargaining, and will be required to authorize deduction of the applicable agency fee. Such employees have a legal right to file objections to funding expenditures that are ñnon-germane to the collective bargaining process.ò Refusal to pay applicable dues or fees shall result in termination.

2.00 All employees covered by this Agreement will be required as a condition of continued employment to authorize deductions for such dues or fees in accordance with the Check-Off Article contained herein.

3.00 All employees who are members of the Union or agency fee payers upon the effective date of this Agreement, and all employees who thereafter join the Union or become agency fee payers during the term of the Agreement, shall as a condition of employment maintain their membership or agency fee payer status during the term of the Agreement; except that upon each annual anniversary date of the Agreement thereafter, a member may serve written notice to the Union within a five (5) calendar day period prior to the anniversary date that he no longer desires to be a member, in which case his resignation shall be effective the month following receipt of written notice.

4.00 The Company will within ten (10) workdays of receiving written notice from the Union terminate any employee who does not comply with the provisions of this Article.

5.00 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of any action taken or not taken by the Company in reliance upon information furnished to the Company by the Union for the purpose of complying with any of the provisions of this Article.

ARTICLE 9

CHECK-OFF

1.00 Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay: dues, applicable agency fees and/or other financial obligations to the Union during the period provided for in said authorization. The Secretary Treasurer of the local Lodge will certify the amount. The amount deducted from the employeeôs paycheck will not be altered without written notification from the Secretary Treasurer.

2.00 Deductions shall be made on account of Union dues or applicable agency fee from each semi-monthly check of the employee. Such payroll deductions shall be made by the Company beginning with the payroll period next commencing after receipt by the Company of the properly executed authorization forms and/or notification from the Secretary Treasurer.

3.00 Deductions provided in Paragraph 2.00 shall be remitted to the Secretary Treasurer of the Union no later than the fifteenth (15th) day of the month following the month in which the deduction was made. The Company also shall furnish the Secretary Treasurer of the Union with a record of those from whom deductions have been made and the amounts of the deductions.

4.00 The Company shall use the most current check-off authorization form provided by The Union so long as said form meets the requirements of applicable law related to deductions from wages.

ARTICLE 10

UNION STEWARDS

1.00 Upon execution of this Agreement, the Union shall promptly furnish the Companyôs Human Resources Manager, in writing, the names of the Stewards. Thereafter, the Union shall promptly advise the Companyôs Human Resources Manager, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment. Provided it does not interfere with job duties or mission requirements, the Company will allow a reasonable amount of time for steward elections on Company time.

1.01 A Union Steward may take reasonable and necessary time off during work hours to carry out his responsibilities as set forth in 1.02 below, and this time off may not unreasonably

interfere with assigned duties.

1.02 The scope of the Steward's activities on Company time shall be limited to the following:

1.02.1 To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance, which the employee desires him to present.

1.02.2 To investigate a complaint or grievance before presentation to the appropriate supervisor.

1.02.3 To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

1.02.4 To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of this Agreement. These activities will be carried out with minimum disruption to the operations. The Steward shall not solicit complaints or grievances.

2.00 Two Stewards and one Chief Steward from the MAFR will be elected. Should the Company add sites and/or shifts under the MAFR contract, the Chief Steward may appoint additional stewards as needed until the regular election cycle occurs.

3.00 A Steward shall secure permission from his supervisor before leaving his workstation and will report back to his supervisor upon return to his workstation. Permission will be granted unless operational activities are affected. Before entering the work area of another supervisor, the Steward shall contact and secure permission from that supervisor, who shall grant permission unless operational activities are affected. Upon entering the work area of another supervisorôs responsibility, the Steward will contact the supervisor and explain the nature of his visit before attempting to contact any employee. Upon his departure, the Steward will inform the supervisor in the area in which he is visiting that he has concluded his business and is leaving the work area.

4.00 It is agreed that the Company will pay Stewards and grievant for reasonable and necessary time for grievance consultations and/or grievance meetings during their regular work shifts. Such pay will be at the employeeôs regular straight time rate, including all Premiums and Benefits. The Company shall not pay for any other time a Steward or employee is removed from his work to serve the Union in any official capacity or to serve on any Union committee, except as provided in this Agreement.

5.00 The Chief Steward, Steward or alternate, as designated by the Union, will be given reasonable time to introduce the Union and the Collective Bargaining Agreement to a new employee during the employeeôs Company orientation period. A steward will be part of the in-processing and out-processing of all employees.

6.00 The new employeeôs supervisor will confirm that the employee and the Steward for the area have been or are introduced.

7.00 Should a second or third shift employee be subject to suspension or discharge for disciplinary reasons and a Steward is not present for consultation on that shift, the Company may relieve the employee of further duty for the balance of the shift, with pay, to allow for subsequent discussion with his Steward before the disciplinary action is finalized.

ARTICLE 11

VISITATIONS

1.00 Officers and/or accredited representatives of the Union shall, upon request by the Union, be admitted to the facilities during working hours. Such representatives shall inform a member of management of the nature of their visit prior to admission to Company premises and of their departure when the visit is completed. Approval for such admission to Company premises will be granted unless operational activities require delay in time or date. Visits will be conducted so as not to interfere with the employees work.

2.00 All such officers or representatives shall comply with required Government security regulations and customer requirements for protecting proprietary interests.

ARTICLE 12

NON-BARGAINING UNIT INDIVIDUALS

1.00 Supervisory, Professional, or other non-Bargaining Unit employees including temporary employees, shall not displace Bargaining Unit employees.

2.00 From time to time the Company may experience workload requirements that necessitate the use of temporary employee(s). When the following conditions are met, the Company may utilize temporary employees after notification to the Union Chief Steward**.** Normally scheduled Range decontamination does not require notification to the Union.

2.01 There are not adequate resources within the existing Bargaining Unit to staff the requirements (through cross-utilization or otherwise), and the job requirement is expected to have a duration of thirty (30) calendar days or less).

2.02 In cases where the job requirement will be in excess of thirty (30) calendar days, the Company will meet with the Union to establish a mutually acceptable plan for meeting the requirement.

2.03 Should the parties fail to establish an acceptable plan, the Company may proceed with its action plan; however, the Union may initiate a Union Grievance under Article 31.

3.00 Temporary employees will not be considered to be Bargaining Unit employees, however, temporary employees will be required to pay agency fees as provided in this Agreement if their temporary employment exceeds thirty (30) calendar days. Temporary employees will be paid the appropriate AWD wages for the jobs they are assigned.

4.00 Disputes arising out of this Article may be made the subject of the Grievance and Arbitration procedures of this Agreement.

ARTICLE 13

SENIORITY

1.00 For purposes of this Article, there are two types of seniority, which are defined as follows:

Field Seniority represents the continuous unbroken accumulated time each employee has spent under the services of the Company or predecessor contractors at the geographical area or facility; herein again referred to as MAFR, Melrose, New Mexico, and their remote locations. Field seniority will be used for the purposes of layoff, recall from layoff, promotion and benefit accrual as provided by this Agreement.

Company Seniority represents and commences with the date of placement on the payroll of the Company under the Agreement in any job classification.

2.00 The Company will maintain a seniority list of employees covered by this Agreement giving each employeeôs name, date of hire with the Company, date of hire with a predecessor contractor, if applicable, job classification, address and phone number. Such seniority lists will be sent or e-mailed to the Chief Steward(s) and Directing Business Representative on a monthly basis.

3.00 Field Seniority and Company Seniority shall be broken and employees shall have their names stricken from the Seniority List under any of the following circumstances:

3.01 Discharge for just cause.

3.02 Resignation

3.03 Failure to comply with the reduction and recall from layoff provisions of this Agreement.

3.04 Failure to be recalled from lay off within Twenty-four (24) months after such lay off.

3.05 Failure to report for work upon expiration of an approved leave of absence.

3.06 Retirement of the employee in accordance with the Company's established retirement policy.

3.07 Upon the inability to return to work after (1) the determination of Maximum Medical

Improvement (ñMMIò) for purposes of Workers Compensation administration, or (2) completion of the disability period established by the Companyôs short-term disability plan; provided, however, that the employee will then be placed on recall and eligible for recall to work (provided that employee is medically released to work) for a period of twenty-four (24) months in accordance with the Recall From Layoff procedures of this Agreement.

4.00 Newly hired employees and those hired after a break in continuous service (of more than two (2) years), regardless of classification, shall be considered on probation for a period of ninety (90) calendar days of continuous service from the date of hire (a ñProbationary Periodò). The Probationary Period of an employee may be extended upon the mutual agreement of the Company and the Union.

4.01 The discipline and discharge of probationary employees shall not be subject to the Grievance and Arbitration procedures of this Agreement.

4.02 The date-of-hire of a probationary employee will become his seniority date upon successful completion of the Probationary Period. Vacation & benefit accrual then will be calculated from date-of-hire. Sick/Personal Leave hours will be pro-rated from date-of-hire and may be used during the Probationary Period as provided in this Agreement.

5.00 The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part of the defense effort. It is understood that an employee may be terminated in the event that the Government, through a duly authorized representative, advises the Company in writing that an employee covered by this Agreement is denied a ñfullò security clearance or is barred from access to MAFR and/or any Government installation supported by the Company or a successor contractor, such that the employee is inhibited in performing his or her duties. Failure to obtain an ñinterimò security clearance shall not be cause for termination if the employee can still perform his or her duties, since the investigation may ultimately result in an award of a ñfullò security clearance. It is mutually agreed between the Company and the Union that in the event an employeeôs ñfullò security clearance is found by appeal to have been incorrectly denied, the Company shall reinstate the seniority of the employee and reinstate them to their previously held occupational title.

6.00 When two or more employees commence accrual of seniority on the same date, the employee with the lowest last four digits of the social security number will be deemed to be the most senior.

7.00 The Company Seniority and Field Seniority date of a temporary employee who later becomes a regular employee will be the date of hire into that particular temporary position.

ARTICLE 14

REDUCTION-IN-FORCE

1.00 Jobs to be eliminated will be designated by the Company based on labor grade and least field

seniority.

2.00 Jobs with Fire Classifications are to be eliminated based in this order: least qualifications, least experience, and least field seniority.

3.00 Displacement Procedures:

3.01 Employees notified of their impending layoff due to a RIF may, at their option, exercise displacement rights in accordance with the following procedure:

3.02 They may displace anyone in the same or lower labor grade in the same Job Classification who has less field seniority than they do.

3.03 They may displace workers in different Job Classification if they have worked in that Classification for a total of one year or more and can demonstrate proficiency.

3.04 If the employee fails to qualify for displacement under any of the above, or qualifies but chooses not to exercise his displacement rights, the employee will be laid off.

3.05 Employees who have been displaced under this procedure are entitled to the same displacement rights identified above.

4.00 Employees choosing to exercise their displacement rights under the above procedure must notify the Company in writing within five (5) workdays after receipt of layoff notice. For displacement outside their assigned Job Classification, they must indicate their decision to displace within five (5) workdays of receipt of the applicable retention list.

5.00 The Company, Chief Steward, and the Directing Business Representative (DBR) will meet to explore options to preclude a RIF prior to initiating layoffs. In the event layoffs are determined to be necessary, the company will give affected employees at least two weeks advance notice of a RIF.

6.00 Upon implementation of a RIF, the Company may accept requests for voluntary layoff if such layoff will help meet the goals of the RIF without further reducing the Companyôs capability to meet its contractual requirements.

7.00 The implementation of RIF provisions of this Agreement shall continue with each affected employee until all opportunities leading up to layoff are exhausted.

8.00 No employee shall have the right to displace any employee in a higher labor grade in the same Job Classification as his own.

9.00 Employees who are laid-off from the service of the Company due to reduction in the work force shall, for a period not to exceed twenty-four (24) months retain and continue to accrue seniority.

10.00 Chief Stewards shall be given seniority over all employees whom they represent during reduction in forces, provided work in their classification or work in classifications to which they have a displacement right is available, and so long as the officialôs duties would permit such seniority preference under existing law.

ARTICLE 15

SEVERANCE PAY

1.00 Severance. In the event that a successor contractor assumes the contract between themselves and the Customer, the Company will provide all employees not offered employment with the successor contractor at the location of the Agreement, a severance package as specified below. In addition, employees who are discharged from the Company, for reasons other than for just cause or because the Customer modifies the scope of work, will be paid a severance package as specified below.

Years of Company Seniority	Severance Pay
From 91 days to completion of year 1	80 hours
From start of year 2 to completion of year 5	120 hours
From the start of year 6	160 hours

ARTICLE 16

RECALL FROM LAYOFF

1.00 When employees are laid-off or exercise their displacement rights as provided by this Article, their names and seniority dates will be entered on a recall list and will be retained on that list for a period of twenty-four (24) months. When positions are reinstated which were previously eliminated, the positions will be filled from the recall list using the following procedure:

1.01 The most senior qualified individual on the recall list in the classification in question will be recalled to that position.

1.02 If the individual declines the recall, a pool of eligible employees will be established. The pool will consist of all individuals on the recall list who have worked within the same job classification in which the opening exists, and the same or higher skill category as the opening. (Skill category is defined as Job classification and labor grade, for example, Electronics Technician I, Electronics Technician II, Electronics Technician III, etc.) The most senior employee who meets the minimum requirements of the job to be filled will be recalled. If the first individual recalled declines the recall, the next most senior qualified individual will be offered the position, and so on until the job opening is filled or the list of qualified employees on the recall list is exhausted.

2.00 An employee who declines recall to a job opening at the same labor grade **as** previously held as provided in this procedure will be considered as having resigned.

3.00 If there are no eligible or interested individuals identified through the recall procedure, the position will be posted and open to internal bargaining unit applicants for a period of five (5) working days.

4.00 No jobs will be posted for outside hire until all employees on the recall list at the applicable or higher labor grade or job classification have been recalled or removed from the recall list as provided in other provisions of this Agreement and/or as provided in Section 3.00 above.

5.00 In recall, the Company will mail registered or certified notice of recall to the appropriate employee. Recalled employees must respond within five (5) workdays after receipt of notification and must report for work within ten (10) work days unless extended by mutual agreement of the Company and the Union. If the employee does not comply, the individual will be considered as having resigned.

6.00 All notices required by the provisions of this Article shall be mailed to the employee at the last address filed by him or her with the Human Resources Department.

7.00 When new positions are created which were not previously eliminated in a RIF, the provisions of the Promotions and Reclassifications Article of this Agreement apply.

ARTICLE 17

PROMOTIONS, ADVANCEMENTS AND RECLASSIFICATIONS

1.00 The following definitions shall apply in this Article and throughout this Agreement:

1.01 Promotion - A promotion is defined as the advancement of an employee from one Job Classification to another with a higher pay rate. (i.e., Computer Operator 2 to Electronics Tech 1 or GMW to HEO).

1.02 Labor grade advancement is defined as the advancement of an employee to a higher labor grade within the same job classification. The most senior person meeting the minimum requirements will be advanced first (example ET1 to ET2, Computer Operator 2 to Computer Operator 4). The Union Business Representative will be notified in writing prior to any advancement.

1.03 Reclassification - Reclassification is defined as the award of a Job Classification at an equal or lower pay rate.

1.04 Entry Level Positions - Entry Level Positions are defined as the position in each Job classification that has the minimum job requisites for working in the Job. Entry level positions vary in the level of physical attributes, education, work experience, and other requirements from Job to Job.

1.05 Equivalency ï Some job requisites are stated in terms of education or equivalent experience. The following criteria will be used in evaluating equivalency for promotion,

labor grade advancement and reclassification:

1.05.1 Correspondence courses and college courses will be evaluated separately for subject material equivalency in relation to that specified in the particular Job classification.

1.05.2 Technical undergraduate college curricula of fourteen (14) semester hours equal six (6) months of technical school, if courses are applicable to the appropriate Technical Certificate.

1.05.3 Technical military schools equal technical schooling on a one year-for-one year basis.

1.05.4 Three years (3) of satisfactory directly related technical work/job experience equals one year of technical school.

1.06 Upgrade ï Upgrade is defined as the assignment of a Bargaining Unit member to a higher rated Labor Grade or a Job Classification with a higher pay rate. These temporary assignments require compensation at the appropriate higher pay rate and may not be for less than two (2) hours or more than ninety (90) calendar days.

2.00 The purpose of the Promotion and Reclassification Program is to provide opportunities for qualified employees to move into other jobs, which they may prefer, and to enhance overall employee capabilities and morale. It is the sincere desire of the Company and the Union that through this program, a more qualified, experienced, and competent work force will be developed to meet and effectively fulfill all the contract work requirements efficiently and economically.

3.00 All Bargaining Unit vacancies shall be posted on the Union bulletin boards for five (5) workdays in order for employees to make application in writing to the Site Manager.

3.01 The Company reserves the right to cancel any posted job notice prior to the vacancy being filled.

4.00 It is the responsibility of each individual employee to provide the documentation necessary to update and substantiate his individual records in the Company personnel file.

5.00 An employee desiring to bid on a posted job opportunity will:

5.01 Submit a written request for consideration to Site Management.

5.02 Verify that his personnel records are current and complete.

6.00 No employee may bid on a job in a lower pay rate unless agreed to by the Company and the Union.

7.00 All employees requesting consideration for job openings will be screened by Site Management to verify that they meet the minimum job requirements. The most senior qualified employee who

meets the stated requisites of the job to be filled will be selected. In the event no applicant meets those requisites, the employee selected will be the most senior one whoôs qualifications most closely fit the job being filled.

8.00 Once the employee has accepted the new position, the gaining and losing supervisors will agree on an effective date for the job change, which will not be later than the start of the second (2nd) pay period following employee acceptance.

9.00 All employees promoted into jobs will be subject to a thirty (30) day probationary period during which they may return to their previous position at their own request or at Company discretion. Once the probationary period is completed, the employee may not bid on another job opening outside the same Job Classification for a period of twelve (12) months following the effective date of the new job. Employees must have accrued twelve (12) months of Field Seniority before they can bid on job openings.

10.00 Reclassification: There are two reasons that could lead to reclassification action:

10.01 Employee performance

10.02 Decreases in level or complexity of workload.

11.00 Reclassification actions will be handled differently depending on the reason:

11.01 Reclassification resulting from employee performance will be to an equal or lower pay rate and will not adversely affect other employees.

11.02 Reclassification resulting from a change in level or complexity of workload will be accomplished when possible in order to avoid layoff. This type of reclassification will be used only when there are established positions to which the affected employee can be reassigned. The affected employee will be offered the ñright-of-first refusalò for any job opening, in which they meet the minimum requirements at the same or lower pay rate.

ARTICLE 18

NORMAL WORK WEEK

1.00 Assignments to shifts are the exclusive function of Site Management. Management will post shift schedules that include hours to be worked. This schedule will provide a minimum forecast of fourteen (14) days. If a new schedule is not posted, it will be agreed that the previous schedule is still in effect. In the event of shift changes or starting times need to be changed, the Company will provide the employee with notice of such, at least three (3) workdays in advance of the change. In the absence of such notice, the employee will be paid at one and one-half (1.5) times the employeeôs straight time rate for the hours worked until the three (3) workdayôs requirement is met:

1.01 <u>40 hour work weeks</u>: The work schedule will normally consist of five (5) consecutive eight (8) hour days, plus an unpaid thirty (30) minute lunch period, with two consecutive days off.

1.02 All holidays are treated as eight (8) hour days regardless of when they occur.

1.03 The starting times for the work day shall be as follows:

1st shift Day	0600-0800
2nd shift Swing	1300-1500
3rd shift Grave	2100-2300

The normal work week will be Monday through Friday.

Note: Paragraphs 1.01-1.03 do not apply to the Firefighters, whose schedules are described in paragraphs 1.04-1.07.

<u>Firefighter Personnel</u>

1.04 40 hour work weeks: This work schedule will normally consist of two (2) twenty (20) hour days.
1.05 Hours of support coverage is 0700 ï 0300.
1.06 All holidays are treated as eight (8) hour days regardless of when they occur.
1.07 Part-time Firefighters will work as needed to meet MAFR requirements, normally not exceeding thirty (30) hours per week.

2.00 In the event the Companyôs contract requirements change, such that different or modified schedules, shifts, workdays, and/or hours are required, the Company reserves the right to make necessary changes but shall bargain the impact of such changes with the Union.

3.00 The Parties recognize the importance to the defense effort of the work being performed under the terms of this Agreement, and the Company agrees that consistent with meeting Range and mission operations, every reasonable effort will be made to arrange work schedules so that employees will

be assigned to shifts Monday through Friday.

3.01 An employee may request permission to work a special work week or work days at his or her convenience for a bona-fide reason. The Parties recognize that during the term of this Agreement the Company may authorize special workweeks for the convenience of the individual employees. Such schedules may include, but are not limited to, shorter or longer workweeks or workdays. The Company and the Chief Steward must reach mutual agreement on any such special workweek or workday prior to its implementation.

3.02 Employees will normally begin and end their shift at their assigned work center. In the event that operations would prevent employees from crossing the range at the end of their shift, every effort will be made to ensure they will cross before the conflicted time. No pay will be lost due to this early release. Gate 4 will only be used for arrival and departure in cases of emergencies (i.e. fire, natural disasters) or employeeôs personal preference. If employee responsibilities include opening or securing gates upon arrival or departure, they will begin their shift when the first gate is opened or end their shift when the last gate is secured, as applicable.

4.00 Any employee who is regularly scheduled to work thirty (30) hours or less a week is a part-time employee. The work schedule of part-time employees will be adjusted to satisfy the requirements for which the position was established. Part-time employees working a regular schedule will receive holiday pay prorated based on the number of hours they normally work per day. Part time employees working an irregular schedule are entitled to holiday pay based on the average number of hours worked daily in the workweek preceding the holiday.

5.00 The Company will designate a fifteen (15) minute rest period during each half of the work shift that may be taken without loss of pay for the purpose of relaxation. Any rest periods authorized by the employeeôs supervisor will be taken at the place of work. In the event a work shift is extended, employees shall receive an additional fifteen (15) minute rest period at approximately the start of the work shift extension and one approximately half way through each subsequent four (4) hours worked.

6.00 This paragraph does not apply to Firefighters. Employees will be provided an unpaid thirty (30) minute meal period. Meal periods will be taken between three (3) and five (5) hours after reporting to work. Exceptions may be necessary based upon mission requirements. When an employee is required to work twelve (12) hours or more, an additional thirty (30) minute unpaid meal period may be taken.

6.01 With approval by his supervisor an employee will be permitted to continue his duties during a meal period for personal convenience and be dismissed after working the number of hours in his regularly scheduled workday.

6.02 With the approval of the supervisor an employee may be required to continue his duties during a meal period because of continuing work requirements. He will be released after working the number of hours in his scheduled workday unless he is required by his supervisor to remain on the job until the normal end of his shift. Such additional time shall

be paid at the applicable hourly rate.

6.03 In cases where employees not able to stop working during a meal period, the thirty (30) minute period shall be a paid period. Employees who receive a paid meal period shall not work more than eight (8) hours in any shift without Company approval.

ARTICLE 19

OVERTIME

1.00 It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work.

2.00 Overtime pay, at a rate of one and one-half times the employeeôs straight time hourly rate, (which is herein defined to include applicable hazardous pay and shift differentials, if any) shall be paid for all hours worked in excess of forty (40) hours during the workweek.

2.01 If an employee is required to work on a holiday, the employee will receive holiday pay of eight (8) hours, as provided in (ñHolidaysò) Article 23, paragraph 3.00, plus eight (8) hours of straight time pay; provided, however, that if the employee is a part-time employee, then the part-time employee may receive prorated holiday pay as provided in Article 18, paragraph 4.00, plus pay for the number of hours worked on the holiday.

3.00 Full time employees (excluding Firefighters) will be paid one and one-half (1.5) times the employeeôs straight time hourly rate for hours worked on the sixth (6th) consecutive day within the same workweek.

4.00 Full time employees (excluding Firefighters) will be paid at two (2) times the employeeôs straight time hourly rate for hours worked on the seventh (7th) consecutive day within the same workweek.

5.00 Firefighters will be paid one and one-half (1.5) times the employeeôs straight time hourly rate for hours worked over forty (40) hours in a workweek.

6.00 Overtime work within a Job Classification shall be distributed on an equitable basis. The immediate supervisor will assign such work to employees in that job classification who have the least cumulative overtime hours worked and are qualified to perform the required work; provided, however, that this provision shall not be construed as requiring the Company to call in employees for overtime hours work when qualified employees are on the Company's premises, nor prohibiting the assignment of work to employees outside the work unit requiring overtime hours when sufficient numbers of qualified personnel from that job classification are not available.

6.01 Should a selected employee decline the overtime work, such hours will be charged on the disparity list as if actually worked. The next qualified employee with the least number of such hours then will be assigned to perform the work. In the event all qualified employees in the job classification decline such hours, the work will be assigned to the qualified employee with the least number of such hours. It is understood and agreed that the

Company reserves the right to require employees covered by this Agreement to perform such work.

6.02 Overtime hourôs disparity lists, including hours worked and hours declined, will be maintained on each site by the Union Steward or Chief Steward, and will be posted on the Union bulletin board each pay period. Whenever the distribution of such hours in any work unit exceeds a disparity of forty (40) hours, the designated Steward or Chief Steward and immediate Supervisor will meet to determine and document the reason for the variance and the corrective steps to be taken. If the Company and the Union cannot agree, the dispute may be referred to the Grievance Procedure.

6.03 Employees who prefer not to work overtime hours on a regular basis may sign a waiver, which will relieve the forty (40) hours disparity provision. The waiver cannot be rescinded for a period of thirty (30) calendar days, and thereafter will remain in effect for subsequent periods of thirty (30) calendar days each; however, a waiver does not relieve the employee of working overtime hours if needed.

6.04 Employees permanently reassigned to a job classification will be credited with the average premium hours worked to-date in that classification.

6.05 Employees temporarily assigned to another job classification will not result in the averaging of premium hours within that classification. Premium hours worked will be credited to the employeeôs permanently assigned classification.

6.06 Vacation, Sick, Personal days, and holidays are all considered time worked for overtime purposes

ARTICLE 20

IRREGULAR HOURS

1.00 There will be times when employees will be required to report to work before or after the start of the employeeôs normal report time. For purposes of this provision, Site Management may change an employeeôs ñregular shiftò with reasonable justification when mission requires or in. emergencies, sickness, and accidents, short notice tasking, etc., and make every effort to give as much notice as possible. Employees will be paid at the applicable rate of one and a half (1 1/2) times their normal pay rate for all hours worked outside of their normal schedule if less than three (3) work daysô notice is given for the change.

ARTICLE 21

TURNAROUND TIME

1.00 There will be a minimum of ten (10) hours between the end of an employeeôs work shift and the start of the following work shift. This Article may be overridden by the Company if required to accommodate high priority or time sensitive Range schedules. In the event this turnaround is overridden by the Company, employees will be paid at a premium of one and one-half (1.5) times their straight time hourly rate for hours worked until the ten (10) hours is reached. Additionally, this Article may be overridden if requested by an employee and approved by the Company, in which case no premium shall be paid.

ARTICLE 22

RECALL OUTSIDE NORMAL SHIFT

1.00 When an employee has completed a shift and has left the Companyôs premises, or when an employee is on one of his regular days off and is recalled to work by the Company management/supervisor, Range Control, fire department or security, (recalled for mission support, building security, building safety, building fire alarms, or any reason related to the job), the employee shall be guaranteed a minimum of four (4) hours of pay at one and one-half (1.5) times their straight time hourly rate.

ARTICLE 23

HOLIDAYS

1.00 Employees shall be granted the following holidays:

New Yearôs Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

2.00 In addition to the above holidays presently recognized, the Company agrees to observe any holidays declared as a legal holiday by Congress, or the President and observed by the Military where Government employees are paid.

3.00 Holiday pay shall consist of eight (8) hours pay at the employee's straight time base rate inclusive of applicable benefits. Holiday pay for part time employees is defined in Article 18, paragraph 4.00 inclusive of applicable benefits

4.00 It is understood and agreed that the Company reserves the right to require employees to work on a holiday, in accordance with the provisions of this Agreement. An employee scheduled to work on the holiday, who fails to report for work, shall not receive payment for holiday pay unless he or she fails to report as a result of his or her sickness or death in the immediate family, or because of similar good cause. Acceptable proof will be required to support the reason for such absence. The employee will make every effort to notify the Company. If sufficient justification is not provided disciplinary action may be taken.

ARTICLE 24

VACATION

1.00 Full time employees who have completed their probationary period will accrue paid vacation, effective from date of hire, as reflected in the table below. Part-time employees working a regular schedule will accrue paid vacation prorated based on the number of hours they normally work per week. Part-time employees working an irregular schedule will accrue vacation based on the average number of hours worked weekly in the year preceding their anniversary date of employment. Vacation may be taken by the employee up to the total of accrued time. Denied vacation will be in writing stating the reason for denial. Vacation hours shall be vested upon accrual.

Years 0-5	80 hours
Over 5-10 years	120 hours
Over 10 years	160 hours

2.00 All vacation hours shall be accrued and credited on a pay period basis.

3.00 Vacation accrual will be based on Field Seniority as defined in this Agreement.

4.00 Employees must submit a request for vacation approval a minimum of fourteen (14) days in advance.

5.00 Vacation pay will be paid at the employee's straight time, inclusive of all applicable benefits. Vacation time may be taken in ½ hour increments.

6.00 Employees may carry over vacation hours from year to year. Carry over hours shall not exceed 160 hours. Employees with vacation in excess of allowable carry over hours shall receive a lump sum payment for their unused excess vacation hours on the first pay day after their anniversary date. Such payment shall be at their base rate of pay, inclusive of applicable benefits, payable by a separate check.

ARTICLE 25

SICK/PERSONAL LEAVE

1.00 Full time employees who have completed their probationary period will accrue sick/personal leave as reflected in the table below, based upon Field Seniority.

Years 0-3 will accrue	40 hours per year
Over 3 years will accrue	80 hours per year
Over 10 years will accrue	120 hours per year

2.00 Sick/personal leave shall be paid at an employeeôs straight time base rates, inclusive of all benefits. Employees can bank up to 120 hours total of accrued sick/personal time from one year to the next. Sick/personal leave can be taken in ½ hour increments. Employees will not receive any payment for unused sick/personal leave.

3.00 Part time employees will accrue sick/personal leave based on the table below:

Years 0-3 will accrue	8 hours per year
Over 3 years will accrue	16 hours per year
Over 10 years will accrue	24 hours per year

ARTICLE 26

LEAVES OF ABSENCE

1.00 Personal Leaves of Absence. Upon approval of the Company, personal leaves of absence with or without pay, depending upon availability of vacation time, for up to sixty (60) days may be granted in the Companyôs discretion. With Company approval, leaves may be extended. Requests for such leave should normally be made at least two (2) weeks in advance. Emergencies will be considered on a case-by-case basis.

2.00 Short-term Leaves of Absence. Employees may be granted short-term leaves of absence of up to fifteen (15) workdays with approval by the appropriate Site Manager.

3.00 Family Medical Leave Act (FMLA) Leaves of Absence. Eligible employees will be granted up to twelve (12) weeks of FMLA leave during any twelve (12) month period, commencing from the first day the Leave of Absence is started, for any of the following reasons:

a. Birth of the employeeôs child and to care for the newborn child.

b. Placement with the employee of a child for adoption or foster care.

c. To care for the employeeôs spouse, son, daughter or parent with a serious health condition.

d. For a serious health condition that makes the employee unable to perform his job functions.

3.01 Information on FMLA eligibility, leaves of absence, and leave request forms are available from the Company.

3.02 The Company will continue insurance coverage for qualified employees during periods of FMLA leave. The employee is responsible for payment of the employee portion of the premium.-When on unpaid leave this premium must be paid monthly.

3.03 Upon returning from FMLA leave, the employee will be returned to the same or an equivalent position.

4.00 Military Reserve/National Guard Duty Leaves of Absence. Annual military leaves of absence for training purposes will be granted employees serving in the U.S. military reserve or National Guard. Such employees will be paid the difference between their military base pay and their regular base rate. Adequate proof of such service and pay must be provided. Similarly, eligible employees will qualify for such pay differential when activated for a state of emergency (riots, prison breaks, etc.), for up to eight (8) work days per occasion or as extended by mutual agreement.

5.00 Uniformed Services or Peace Corps Leaves of Absence. An employee who is recalled into any branch of the U.S. Armed Forces or Public Health Service for active duty service, or joins the Peace Corps for one (1) two-year term, shall continue to accrue seniority during his absence and may apply for reinstatement upon discharge or release from service. The terms and conditions of the Uniformed Services Employment and Reemployment Rights Act will be applicable in all cases.

6.00 Jury Duty Leaves of Absence. An employee who has been called to jury duty or jury service will be paid his or her regular base rate, inclusive of benefits, for time lost from regularly scheduled hours of work because of jury duty. If the employee is released from jury duty and would not be able to work three (3) or more hours of his normal shift, the employee will not be required to report to work and will be paid at his normal hourly rate, less any jury duty fees paid to the employee.

7.00 Bereavement Leave. Employees shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

7.01 Four (4) work days in the event of death of the employeeôs father, mother, spouse, sister, brother, children, and step relations to include children, mother, father, brother, sister, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, aunts, uncles, nephews and nieces. ñChildrenò includes a foster child who dies while placed in the employeeôs home by a State Agency.

7.02 If an employee must attend services which include travel greater than four-hundred (400) miles, two (2) additional days shall be granted.

8.00 Elected Union Official Leaves of Absence. Upon request, an employee elected to an office of Local Lodge 2515, International Association of Machinists and Aerospace Workers, will be granted a leave of absence for up to twelve (12) months for such Union service. Such leaves may

be renewed with Company approval. An employee returning to work from such leave will be returned to the job classification and labor grade previously held, or to a similar job classification, subject to this Agreement.

9.00 Expiration of Leaves of Absence. Subject to Article 13, and unless otherwise precluded by law, employees who fail to report for work upon expiration of an approved leave of absence will be terminated as provided in this Agreement.

ARTICLE 27

CROSS-TRAINING/CROSS UTILIZATION

1.00 If the Company needs to cross train or cross utilize employees, the Company shall bargain with the Chief Steward or Directing Business Representative in an attempt to reach a Memorandum of Understanding (MOU) prior to implementation or within one (1) week regarding the impacts of such cross train or utilization. The Company retains the authority to cross train or cross utilize employees to accomplish all required work and meet contractual requirements. This will be accomplished as necessary and is not a means of job displacement. Distribution of Cross-Utilization will be done in an equitable fashion. When performing tasks normally performed by someone in a higher pay grade, Article 17, paragraph 1.05 will apply in every circumstance.

2.00 In order for members to temporarily fill a vacant position (vacant by reason of manning shortages for any reason) in any labor or wage grade, they must have written verification of training for said position in their training record. If that position is a higher labor or wage grade, and the member has written verification of training in that grade, they will be paid at the higher rate while they are filling the position.

ARTICLE 28

ALCOHOL AND DRUG USE

1.00 The Company and the Union are committed to maintaining a safe and productive alcohol and drug-free environment for all employees and to strict conformance with all Federal and State regulations requiring affirmative actions designed to prevent accidents and injuries resulting from the misuse of alcohol or use of a controlled substance.

2.00 The use or possession of alcohol or a controlled substance, excluding prescribed medication, while on Company property, or in any Company vehicle, or on Company time, including breaks on any shift is strictly prohibited. Also, reporting to work under the influence of or impaired by alcohol or drugs is strictly prohibited. If any employee has been prescribed a medication that may cause impairment, he or she should report the fact of such to his or her supervisor so that the Company may seek additional information to ensure that the employee can work safely. Disciplinary action, up to and including discharge, may result from a violation of this provision.

3.00 The Company considers any violation of drug use, possession, distribution, or sale of drugs, drug

paraphernalia a serious matter that will result in immediate termination of the employee regardless of whether it is identified on Company premises, through random sampling on or off work. The Company also considers any violation of alcohol on Company premises a serious issue that will warrant immediate termination of the employee.

4.00 Department of Transportation (ñDOTò) regulations, Federal Highway Administration (ñFHWAò) Regulations, Department of Defense (ñDODò) regulations, all other applicable federal and state laws and regulations and Company policy and procedure will be administered in full compliance with their provisions.

5.00 Pre-employment, post-accident, reasonable suspicion, return-to-duty, follow-up and post-rehabilitation testing will be administered in a manner consistent with applicable laws and regulations. Test protocols, including test results reporting, record keeping, confidentiality and privacy, will be established and administered as required by the provisions of those laws and regulations. DOD regulations requiring contractors to administer provisions for identifying illegal drug users, including ñtesting on a controlled and carefully monitored basis,ò will be met through random testing for illegal drugs for employees in sensitive positions.

6.00 The Company and the Union believe that employee assistance programs emphasizing education, counseling, rehabilitation and coordination with available community resources are fundamental to sustaining a drug ï free workplace. Accordingly, employees who have or believe they may have an alcohol or drug dependency are encouraged to take the initiative in seeking counsel and assistance and to voluntarily participate in an appropriate program of rehabilitation and recovery. Such employees will be advised of resources available to them in evaluating and resolving problems associated with the misuse of alcohol, and the names, addresses and telephone numbers of alcohol abuse professionals and counseling and treatment programs. The Company shall reasonably grant a leave of absence for rehabilitation and treatment; provided, however, this section 6.00 does not mean that an employee, by seeking treatment, will not be subject to discipline or termination for otherwise violating this Article.

7.00 The Company agrees with regard to drug and alcohol testing that it will not deviate, modify or alter the testing policies as they currently exist, unless otherwise agreed to by the Parties or required by applicable regulations or laws.

ARTICLE 29

HEALTH AND SAFETY

1.00 The Company, the Union and all employees share the responsibility for maintaining a safe, clean and healthful workplace.

2.00 Employees are required to comply with safety rules and regulations established by the Company and Government agencies. Protective clothing and safety equipment shall be furnished by the Company.

3.00 As directed by the Company, protective clothing and safety equipment will be worn by employees

when performing potentially hazardous jobs. Each employee will be personally responsible for the proper use, care, and storage of such equipment when in his possession.

3.01 Safety equipment shall be divided into two categories: (1) That equipment which is non-personal, such as nonprescription safety goggles, face shields, respirators/filters, safety hardhats, safety harnesses, welding apron and gloves (2) That equipment which is considered personal, such as, safety shoes, work gloves and prescription glasses. Non-personal safety equipment will be supplied by the Company at no cost to the employee and as such remains the property of the Company. The Company shall fund ANSI approved Safety Shoes and supply work gloves as needed. Employees may purchase ANSI approved safety shoes through a store of their choice, up to a maximum of $150 per year. Employees will be responsible for wearing safety shoes and their replacement when unserviceable. Reimbursement will be no later than the next pay period after the Supervisor receives valid receipts

3.02 All Company employees working at the fire department on the Melrose contract, who were certified by the National Labor Relations Board, Case No 28-RC-10315 shall be provided the following safety equipment: Nomex shirt (3), Nomex pants (3pr), Nomex coat with liner (1), wildland boots (1pr), helmet (1), helmet shroud (1), goggles (1), fire shelter (1), and load carrying pack (1) which are certified under the requirements of NFPA 1977 STANDARD ON PROTECTIVE CLOTHING AND EQUIPMENT FOR WILDLAND FIREFIGHTING, current edition. In addition to the above equipment crew members will be provided with OSHA approved safety protection in accordance with AFOSH STD 91-501 Chapter 4 paragraph 14.5.10, crew ñTò shirts with department logo (5), work gloves (1pr), and a web belt (1).

3.03 The Company shall be responsible for replacing any non-personal equipment that is no longer serviceable. The employee will turn in unserviceable equipment.

3.04 Uniform replacements, with the exception of firefighter safety equipment, will be at least annually or when no longer serviceable, whichever comes first. The employee will turn in items that require replacement.

3.05 Firefighter NOMEX shirts, NOMEX pants and wildland boots shall be replaced every two (2) years or when no longer serviceable, whichever comes first. All other protective equipment shall be replaced on an as needed basis.

4.00 When recertification is required for an employee to continue the duties of his regular job classification, or when new certification requirements become necessary to continue such duties, the cost of such certifications and or physicals will be paid for by the Company and be done on Company time.

5.00 Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company, government, or employee property or materials. To that end, employees will report to the site management any acts of sabotage or willful damage to property or materials, or threats to sabotage or willfully damage such property. Immediately upon receipt of such report, the

Company and the Union will discuss the matter. The Union will use its best efforts in assisting the Company to prevent or correct unsafe practices or conditions.

6.00 No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe, it is everyoneôs responsibility to report safety issues to site management to preclude unnecessary work delays and ensure safety issues are taken care in a timely manner. Failure to immediately report known safety issues to site management may result in disciplinary action. Safety concerns will be provided to site management and the site quality representative in writing.

7.00 No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe. It is everyoneôs responsibility to report safety issues to site management to preclude unnecessary work delays and ensure safety issues are taken care in a timely manner. Failure to immediately report known safety issues to site management may result in disciplinary action. Safety concerns will be provided to site management and the site quality representative in writing.

8.00 Employees will receive full pay and benefits for any waiting period, due to work related injuries or illnesses until workmanôs compensation takes effect.

ARTICLE 30

JOB CLASSIFICATIONS

1.00 If it becomes necessary to establish new job classifications within the Bargaining Unit during the term of this Agreement, the Company will notify the Union DBR, in writing, of the job classification and wage rate. If the Union DBR does not agree with the new classification, it may appeal the new classification to Arbitration as provided in this Agreement. The job classification and wage rate established and implemented by the Company will remain in effect unless ruled unreasonable or arbitrary by the Arbitrator

1.01 The Company will provide minimum job requirements for each Job Classification and Labor Grade.

2.00 New or revised job classifications introduced during the term of this Agreement will be discussed with the Union DBR. Disputes arising out of this Article may be made the subject of the Grievance and Arbitration procedures of this Agreement.

3.00 Job postings for bargaining unit positions that contain ñdesired qualificationsò which have not been incorporated in previous postings for that job series and work unit will be submitted to the Chief Steward of the area for Union concurrence. If changes are requested, the Chief Steward will meet with the Supervisor initiating the Position Request. If a resolution is not reached, the Union may, however, initiate a grievance at the third step of the Grievance Procedure.

ARTICLE 31

GRIEVANCE PROCEDURE

1.00 Definitions. The term ñEmployee Grievanceò as used in this Agreement is a written claim involving the interpretation, application or claim of breach or violation of a specific provision of this Agreement which an employee has not been able to adjust with his or her supervisor, and which at the time such written claim is filed, denies to such employee a right given to such employee under such specific provision of this Agreement.

The term ñUnion Grievanceò as used in this Agreement is also a written claim involving the interpretation, application or claim of breach or violation of a specific provision of this Agreement, but the specific claim or violation must result in harm to the Union as an organization rather than harm to an individual employee or class of employees.

2.00 Breach of CBA Identified. Any Employee Grievance or Union Grievance must identify the specific provision of the Agreement that the Company is claimed to have breached or violated. No grievance may be pursued where specifically limited by the terms of this Agreement.

3.00 Procedure for Employee Grievance. It is the intent and purpose of the Parties to provide a fair and equitable procedure for the orderly settlement of all Employee Grievances and in accordance with the following steps:

Step 1 ï Oral

In the event an Employee Grievance is not presented to the Company within five (5) work days after the employee has knowledge or has reason to have known of the incident from which such grievance arises, such grievance shall be considered as having been settled and no further action, including pursuit of such grievance in arbitration, can be taken.

Any grievance shall be discussed by the employee and his Steward with such employeeôs immediate supervisor in an attempt to settle the matter. The immediate supervisor shall give an oral answer immediately, if possible, but in no event later than three (3) work days after the discussion.

For purposes of documenting the date on which this oral discussion occurs, the supervisor will prepare a written note to the file, copy to the employee and Steward, listing only the date of the discussion meeting and general subject of the grievance. The employee and Steward will acknowledge receipt of the note by written signature.

If the oral answer does not settle the matter, the employee and/or the Steward or other Union official may proceed with the matter as follows:

Step 2 ï Written

Within five (5) work days after receipt of the oral answer, the Steward or Chief Steward shall present the Employee Grievance in writing to the supervisor. Such written Employee Grievance shall set forth a statement of the grievance, the facts on which it is based, the

date of the occurrence, the specific Article or Articles of the Agreement allegedly violated, and the remedy or correction requested. The supervisor shall meet with the Chief Steward, Steward and employee within five (5) work days after his receipt of the grievance and attempt to settle the matter. The supervisor shall give his decision in writing to the Chief Steward, Steward and employee within three (3) work days after such meeting. If a settlement is reached, the matter shall then be considered closed.

Employee Grievances may be transmitted digitally or electronically to ease the process of grievances.

Step 3 ï Appeal to the Company

If not satisfactorily settled in Step 2 as outlined above, the Chief Steward shall then submit the Employee Grievance to the next level of management no later than five (5) work days after receipt by the Steward of the written decision. If the grievance is not timely appealed, the Step 2 answer shall be final and there will be no further recourse. The Unionôs full time Business Representative and Chief Steward shall meet with the Program Manager in an attempt to resolve the matter within ten (10) work days or as soon as possible thereafter. Up to three (3) employees from within the Bargaining Unit also may attend the meeting on Company time at their regular straight time pay rate to include premiums if their testimony as witnesses is desired by the Union. Requests for more than three (3) employees to serve as witnesses for the Union will be provided the Company in writing. The Union may submit written testimony for discussion and consideration during the Step 3 meeting.

If a settlement is reached, the matter shall be documented and considered closed. If the Employee Grievance is not resolved in the Step 3 meeting, the Program Manager will give a written decision within ten (10) work days after such meeting, and shall forward the written decision to the appropriate Chief Steward and forward a copy to the Union Business Representative via certified mail.

Step 4 ï Appeal to Arbitration

If any Employee Grievance arising out of interpretation of an alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Program Manager no later than twenty (20) workdays after receipt by the Union representative of the decision given in Step 3 as outlined above, otherwise, such decision shall be final and the employee shall have no further recourse.

4.00 Procedure for Union Grievance. It is the intent and purpose of the Parties to provide a fair and equitable procedure for the orderly settlement of Union Grievances in accordance with the following steps:

Step 1 ï Written notice to Company

A Union Grievance shall be in the form of a letter from the Business Representative to the Program Manager and shall be delivered to the Program Managerôs office within five (5) working days from the date the Union becomes aware of the situation giving rise to the grievance. If the Union fails to present the written Union Grievance within this time limit, the grievance shall be considered settled and no further action can be taken thereon.

Once the Union Grievance has been presented in writing, the Program Manager shall meet with the Business Representative and Chief Steward in an attempt to resolve the matter and render a written decision thereon within ten (10) working days of receipt of the written grievance. If the Program Manager fails to provide a written decision within this time limit, or the grievance is not satisfactorily settled, the grievance may be advanced to arbitration at the option of the Union, as provided in the next step.

Union Grievances may be transmitted digitally or electronically to ease the process of grievances.

Step 2 ï Appeal to Arbitration

To appeal to arbitration, the Union must file a written notice of appeal with the Program Manager no later than twenty (20) work days after receipt by the Union representative of the decision given in Step 1 as outlined above; otherwise, such decision shall be final and the Union shall have no further recourse.

5.00 Time Limits. The Unionôs failure to follow the time limits set forth herein precludes any further action on the Employee Grievance or Union Grievance, including arbitration. Should the Company fail to follow the time limits established herein, the Employee Grievance or Union Grievance will be considered settled on the terms set forth on the grievance form, unless otherwise considered automatically denied, as stated above. It is understood the time limits specified herein may be extended by mutual agreement of the Parties hereto, and shall be recorded on the grievance form.

6.00 At any step in either grievance procedure, the Union shall have the final authority to decline to process a grievance, if in the judgement of the Union the grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of the Agreement.

7.00 An Employee Grievance or Union Grievance can be amended at any step by mutual agreement of the Union and the Company.

8.00 Once an Employee Grievance has been discussed, it is agreed that the Supervisor will not conduct further discussion of the grievance with the employee unless the Steward is present.

9.00 An Employee Grievance challenging an employeeôs discharge for cause shall be presented in writing directly to the Program Manager and taken up as provided in Step 3 of the Employee Grievance procedure. No such Employee Grievance shall be considered unless submitted within five (5) work days from the date of such discharge.

ARTICLE 32

ARBITRATION

1.00 Either the Union or the Company may request arbitration of an employee Grievance or Union Grievance, in writing, at any time during a period of twenty (20) work days following the last step of the applicable Grievance Procedure. An untimely grievance may not be pursued to arbitration. The party requesting arbitration must file a request for a panel of arbitrators with the Federal Mediation and Conciliation Service within ten (10) workdays of the notification of the other party of the request for arbitration. Upon such timely request, the arbitration shall proceed as follows:

1.01 The Company and the Union shall choose a neutral Arbitrator from a list of seven (7) to be submitted by the Federal Mediation and Conciliation Service, by alternately striking names from the list until only one (1) remains. The Union and the Company will take turns in exercising the first strike elimination from such list.

1.02 The Arbitrator thus chosen shall decide the matter and his decision shall be final and binding upon all Parties. The Arbitrator shall have no authority to alter, add to, or ignore the terms negotiated under this Agreement. The Arbitrator shall be limited to finding the facts and to applying them to the terms of this Agreement. He shall not add meanings to this Agreement that were not negotiated. All other matters have been resolved by negotiations between the Parties.

1.03 The Parties will jointly submit a signed statement setting forth the issue or issues to be decided by the Arbitrator, the specific contract violations, and the remedy sought. The issue or issues shall be the sole matter to be decided by the Arbitrator. Should the Parties fail to agree upon the issue, each Party may submit a separate statement of issues it considers in the dispute and the Arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.

2.00 The Arbitrator shall render his decision within thirty (30) days of the close of the arbitration hearing or the filing of post hearing briefs, whichever is later. The Arbitratorôs decision or award shall be in writing and should reveal the reasoning and grounds on which it is based.

3.00 The Parties agree that either Party may be represented at arbitration hearings as they may choose. The Company will honor reasonable requests from the Union to release employees from work to testify as witnesses without pay.

4.00 Each Party shall bear its own cost plus one-half (1/2) of the cost of the neutral Arbitrator. Each of the Parties will assume the compensation and other expenses of witnesses called by it.

ARTICLE 33

GENERAL

1.00 Personal Tools. No personal tools will be authorized for use on the Ranges without management approval. Tools needed to accomplish company requirements will be brought to the attention of site management.

2.00 Tuition Reimbursement. Tuition reimbursement will be in accordance with the company policy.

3.00 Bulletin Boards. The Company will provide a 3ô x 4ô bulletin board in each work section. Such bulletin boards shall be used strictly for Union business. It is agreed that the Union will be permitted to post on such bulletin boards provided by the Company:

3.01 Notices of Union recreational affairs.

3.02 Notices of Union elections and election results.

3.03 Notices of Union appointments.

3.04 Notices of Union meetings.

3.05 National Labor Relations Board changes.

3.06 Executive changes that affect labor.

4.00 Disciplinary Action Records. An employeeôs disciplinary action record for a type of infraction that has not reoccurred within a nine (9) month period will not be considered for purposes of determining future disciplinary action, and will be removed from the employeeôs personnel file, upon employee request. Suspensions will remain in the employeeôs record for twelve (12) months at which time removal will be made under the same conditions as stated for other disciplinary actions.

ARTICLE 34

RATES OF PAY

1.00 The wage rates listed below will be effective for the term of this Agreement and apply to all Bargaining Unit employees. Employees shall be compensated at the wage rate for the highest classification of work being performed and at no time shall they be compensated at any rate below the classification that they are normally assigned work. This straight time hourly rate will be increased annually as designated below. These increases will be effective on the dates indicated.

Shift Differential:

Swing Shift $0.75 per hour (all years)
Grave Shift $1.00 per hour (all years)

Job Classification Pay Rates				
		End 11/30/18		
Job Classification	1 Dec 14	1 Dec 15 2.5%	1 Dec 16 0%	1 Dec 17 2.5%
QC Inspector	$32.53	$33.34	$33.34	$34.18
ET III	$32.53	$33.34	$33.34	$34.18
ET II	$30.93	$31.70	$31.70	$32.50
ET I	$27.66	$28.36	$28.36	$29.07
Chief RCO	$31.49	$32.28	$32.28	$33.08
RCO	$31.49	$32.28	$32.28	$33.08
Grounds Operations Foreman	$30.03	$30.78	$30.78	$31.55
HEO	$26.68	$27.35	$27.35	$28.03
GMW	$23.21	$23.79	$23.79	$24.39
Supply Tech	$27.19	$27.87	$27.87	$28.57
Firefighter	$22.56	$23.13	$23.13	$23.71
Senior Fire Fighter	$27.68	$28.38	$28.38	$29.09
Lieutenant	$36.01	$36.91	$36.91	$37.83

1.01 When an employeeôs shift start time is more than one and a half (1.5) hours outside the starting times referenced in Article 18, then the time worked in a shift covered by a differential shall be paid with the applicable differential. For purposes of this paragraph, the Day shift is from 0600 to 1300 hours, the Swing shift is from 1300 to 2100, and the Grave shift is from 2100 to 0600 hours.

2.00 Hazardous Pay. Employees will be paid a hazardous pay differential for each hour of work in the following situations:

2.01 All operations conducted on or around the Ranges impact areas or buffer zones, excluding driving on designated roads, will result in an 8% increase in the employeeôs base wage.

2.02 Handling loading, or transporting of Smokey SAMs will result in a 4% increase in the employee's base wage. Smokey SAM operations conducted in the dudded impact area will result in an 8% increase.

2.03 All operations involving fire suppression on the range will result in an 8% increase in the employeeôs base wage. Prescribed fire operations, or fuel management on the range will result in a 4% increase.

3.00 Employees will receive a height premium of 8% of their basic hourly rate for work performed on unprotected platforms and structures above twenty (20) feet. All height premiums will be rounded-up to provide pay in full-hour increments. Unprotected platforms and structures are those that are not normally intended for walking, climbing, or standing, or when stairways, ladders, platforms, or structures are not equipped with protective railings, cages, or other built-in safety devices.

4.00 It is understood that employees will receive full pay and benefits for lost time due to inclement weather, security reasons, etc. up to seven (7) days per year.

ARTICLE 35

HEALTH INSURANCE AND OTHER BENEFITS

1.00 The Company will provide a benefit as shown below for all hours paid to a maximum of forty (40) hours per week, to be used by the employees to purchase Health and Welfare Benefits. The Company may deduct from the benefit any amounts paid for the employeeôs and their dependentôs medical, dental, vision insurance, and to provide the Companyôs 401(k) match. If the Company provides basic life, long term and short term disability insurance, and accidental death and dismemberment, the Company shall pay for such benefits without deducting the cost of such benefits from the Health and Welfare Benefits. Any unused monies will be paid out to the employee, unless otherwise required by law. All issues such as eligibility, enrollment, and claims will be specified in plan documents. Employees may opt out of the Company provided plan(s) in which case they shall receive benefits as cash-in-lieu. Employees may also opt to purchase their Health and Welfare benefits as described above from the National IAM Benefit Trust Fund.

Current	12/01/15	12/01/16	12/01/17
$5.84 per hour	$6.13 per hour	$6.13 per hour	$6.19 per hour

2.00 The Company will continue to sponsor the current Group Medical equivalent policy and Dental,

Vision insurance, 401(k), and life insurance plan for the employee and dependents. The Union has the authority to negotiate with another Group Medical, Dental, Vision Provider if one is found to have better coverage or rates.

3.00 The Custom Choices Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the Bargaining Unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the Bargaining Unit will be given an opportunity to spend up to fifteen (15) minutes with an EBS Counselor at the worksite during normal working hours each year. The Company will establish a payroll deduction system for employees desiring to pay premiums to EBS in that method. The Company reserves the right to coordinate the schedule with EBS and the Union to prevent work schedule conflicts.

4.00 In the event that a successor contractor assumes the contract with the customer, the employees who have participated in the Companyôs 401(k) plan shall continue to have such rights as are specified by the 401(k) plan.

5.00 Employees may elect to participate in the I.A.M. National 401(k) Plan or in the Company provided 401(k) Plan.

ARTICLE 36

SAVINGS CLAUSE

1.00 In the event that any Federal or State legislation, Governmental regulations or Court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

2.00 Within thirty (30) days or as otherwise agreed, the Company and Union shall meet to negotiate new contract language to replace the particular clause(s) invalidated by Federal or State legislation.

ARTICLE 37

FULL AGREEMENT

1.00 The Parties expressly declare that they have bargained on all phases of benefits, rates of pay and other working conditions and that the specific terms of this Agreement represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours of work, rates of pay and other working conditions not covered by a particular provision of this Agreement is expressly eliminated as a subject for grievance.

2.00 Changes in the Agreement, whether by addition, waiver, deletion, amendment or modification shall not be binding upon the Parties unless reduced to writing and executed by both the Union and the Company. Should any such change be made it may be subject to the third step of the Grievance Procedure.

3.00 The waiver of any breach or condition of this Agreement by either party, employee or group of employees shall not constitute a precedent in the future enforcement of all its terms and conditions unless agreed to as provided in 2.00 above.

ARTICLE 38

DURATION OF AGREEMENT

1.00 This Agreement shall be effective on October 1, 2015 and shall remain in full force and effect to and including November 30, 2018 and thereafter from year to year until modified, amended, or terminated, as hereinafter provided. All economic improvements will be implemented December 1, 2015 and respectfully thereafter.

2.00 Not more than seventy-five (75) calendar days or less than sixty (60) calendar days prior to the expiration date of this Agreement, or prior to the expiration of any subsequent yearly period, either Party may give to the other party written notice of desire for modification or amendments.
The Parties agree to meet within fifteen (15) days after such notice to make arrangements for the commencement of negotiations meetings. Unless otherwise agreed to, such meetings will begin prior to forty-five (45) days before the expiration date established as provided above. In the event of a failure of the Parties to reach agreement upon such modifications or amendments by the anniversary date of this Agreement, either Party at any time thereafter may terminate this Agreement by giving written notice to the other specifying the date of termination five (5) days in advance of such date.

GLACIER TECHNICAL SOLUTIONS, LLC
BY:

Brian Westerdale
Director of Technical Services
Glacier Technical Solutions, LLC

Carol Giannini
General Manager
Glacier Technical Solutions, LLC

Jeff Booth
Senior Director
Glacier Technologies, LLC

FOR THE UNION
BY:

Charles (Jay) Jaramillo
DBR, IAM&AW, LL2515

Priscilla Andrews
Chief Steward

Michelle A. Blake
Negotiator

Ronald D. Moore, Negotiator

APPENDIX A - PENSIONS

I.A.M. NATIONAL PENSION FUND
NATIONAL PENSION PLAN

STANDARD CONTRACT LANGUAGE

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which all employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement to a maximum of forty (40) hours per week for each employee as follows:

Date	1-Dec-14	1-Dec-15	1-Dec-16	1-Dec-17
Per Hour	$1.50	$2.00	$2.00	$2.50

<u>If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.</u>

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable upon the completion of the employee's probationary period, but no later than ninety (90) calendar days after date of hire

D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension

Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

-- END OF STANDARD CONTRACT LANGUAGE –

(Please complete Options Section and sign below if the Standard Contract Language is to be signed as a separate Agreement. If the Language is included in the Collective Bargaining Agreement, please insert options where applicable.)

1/ Trustees' policy requires that all groups entering and continuing participation shall negotiate either an HOURLY or DAILY contribution rate. An HOURLY or DAILY contribution rate may be negotiated if the collective bargaining agreement provides for a standard work week of at least 40 hours based on 5 work days. An HOURLY rate must be negotiated if the standard work week is at least 40 hours but less than 5 days. A DAILY rate must be negotiated if the standard work week is 5 days but less than 40 hours. Contributions are required for any day/hour or portion thereof for which an employee is entitled to receive pay under this Agreement.

2/ The parties may negotiate to limit contributions to a maximum of forty (40) hours per week for each employee. Yes ___X_____ No ___

3/ a. The parties may negotiate to exclude contributions for sickness and injury time, Reserve Training Time, jury duty, bereavement pay, or lost time for processing grievances under the Agreement. If contributions are to be excluded for any time, please specify: _____
_____

b. The parties may negotiate that contributions will continue based on a forty (40) hour work week during non-work periods when the employee is receiving Workers Compensation or disability benefits: Yes __X____ No
If yes, indicate for how long: 4 Months

c. The parties may negotiate that contributions will continue for up to one year based on a forty (40) hour work week while an employee is on unpaid leave of absence or lay-off: Yes ____ No __X__ If yes, indicate type of unpaid leave:

4/ The parties may negotiate that contributions will begin at the completion of the employee's probationary period, but no later than thirty (30) calendar days after date of hire. Yes _X_ No
Temporary employees may be excluded for a maximum period of ninety (90) calendar days. Yes _ No X_ If yes, for how long?

(Insert Name and Number of Lodge) LOCAL LODGE 2515

By __Charles Jaramillo Directing Business Representative____ Date _____
(Authorized Officer and Title)

(Insert Name of Employer) Glacier Technical Solutions LLC or Glacier Technologies LLC

EMPLOYER'S IRS IDENTIFICATION NO. | | | | | | | | | |

Address

By _____(Authorized Officer and Title)

For plants or terminals located at:

3771 Sundale Valley Road	Floyd	NM	88118
(Street)	(City)	(State)	(Zip)

APPENDIX B – 401(K) FUND

I.A.M. NATIONAL 401(K) FUND
STANDARD CONTRACT LANGUAGE

A. All bargaining unit employees will be able to participate in the Union provided plan, subject to the eligibility requirements of the plan.

APPENDIX C - NATIONAL IAM BENEFIT TRUST FUND

STANDARD CONTRACT LANGUAGE

A. Should the employee opt to purchase benefits from the National IAM Benefit Trust Fund, the Company will establish a payroll deduction system to pay premiums to the Trust Fund for the employees desiring to pay premiums in that method.