

# **SUMMARY OF CHANGES TO THE**

Collective Bargaining Agreement

**Between**

**Fluor Federal Solutions LLC, Ham Pest Control, Inc., Irby Engineering & Construction, Inc., and Integrated Science Solutions, Inc.**

**And**

**International Association of Machinists & Aerospace Workers, AFL-CIO**

**District Lodge No. 75 and**

**Local Lodge No. 2902**



**EFFECTIVE**

**JULY 29, 2014 THROUGH JULY 28, 2017**

**THIS SUMMARY REPRESENTS ONLY THE CHANGES THAT WERE NEGOTIATED AND THE COMPANY'S BEST AND FINAL OFFER TO THE MEMEBRSHIP. ALL OTHER CBA LANGUAGE REMAINS UNCHANGED.**

## PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") is entered into by and between ~~DEL-JEN, Inc.~~ **Fluor Federal Solutions LLC.**, Ham Pest Control, Inc., Irby Engineering & Construction, Inc., and Integrated Science Solutions, Inc. (hereinafter referred to as the "Company"), and the International Association of Machinists and Aerospace Workers, AFL CIO, District Lodge No. 75 and its Local Lodge No. 2902 (hereinafter referred to as the "Union"), at Pensacola Naval Regional Complex (PNCS) (~~PNRC~~), this the 29<sup>th</sup> day of July, 2014 ~~2014~~, and continue until midnight July 28, 2014 ~~2017~~. ~~All references to work at Pascagoula, Mississippi, throughout this Agreement are applicable unless modified by pending or future BRAC actions.~~ The monetary matters in this Agreement will not be effective until October 1, 2014 ~~2014~~, unless otherwise specified.

Whenever the terms "Company" or "Employer" or "Contractor" as used in the Agreement, such terms shall apply to the applicable signatory companies of ~~DEL-JEN, Inc.~~ **Fluor Federal Solutions LLC**; Irby Engineering and Construction, Inc.; Ham Pest Control, Inc.; and Integrated Science Solutions, Inc. (ISSI). The rights and obligations arising from the Agreement shall apply separately to each signatory company in that each signatory company is a separate, distinct, and non-affiliated company. Issues related to the Agreement shall be addressed and resolved between the Union and the particular signatory company involved in those issues. However, the ~~DEL-JEN, Inc.~~ **Fluor Federal Solutions LLC** Drug Free Workplace Program will prevail on all subcontractors.

**The Company and the Union agree that mutual respect amongst all employees; at all levels of the organization is an integral part of an efficient, productive and safe work environment. Inappropriate behavior is unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor or through the designated reporting process, as outlined in the annual training for reporting such complaints, in a timely manner.**

## ARTICLE 1

### RECOGNITION

#### 1.2 BARGAINING UNIT

The Company recognizes the Bargaining Unit to be the appropriate unit certified by the National Labor Relations Board, stipulated in the National Labor Relations Board Certification of Representative and any new or revised job classifications that meet the criteria established by the National Labor Relations Board.

##### 1.2.1 EXCLUSIVE REPRESENTATION/CLASSIFICATIONS

The Company recognizes the Union as the sole and exclusive bargaining agency and representative of all Employees identified in Certifications 15-RC-8436, 15 RC-8422, and 15-RC-8849, **and 15-RC-128797** with referenced exclusions, as defined in the National Labor Relations Act for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment of employees in the bargaining unit as herein defined. The Company will not bargain individually with any Bargaining Unit member regarding wages, hours, and working conditions or anything that may conflict with this Agreement. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any Employee or group of Employees with the Company and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties hereto, with the Union Business Representative or a Union Representative with credentials, to enter into such agreement as a signatory to such agreement.

##### 1.2.2 SCOPE

This Agreement shall cover all of the work of the occupational classifications set forth in Appendix A to this Agreement, including newly established classifications that meet the requirements and definition of the collective bargaining unit established by the NLRB Certifications in NLRB Case #15-RC-8436, NLRB Case #15-RC-8422, and NLRB Case #15-RC-8849, **and NLRB Case #15-RC-128797.**

## ARTICLE 2

### MANAGEMENT RIGHTS

#### 2.1 MANAGEMENT RIGHTS

The Company's Employee Handbook is a supplemental document to this Agreement. If there is a conflict between the Employee Handbook and this Agreement, this Agreement shall take precedence. The Company will provide the Union Business Representative and employees a copy of the current Company Employee Handbook as soon as possible after 29 July 2011-~~2014~~ and any changes when they occur.

## ARTICLE 3

### NO STRIKES OR LOCKOUT

#### 3.2 NO STRIKES

The Union, during the term of this Agreement, shall not cause any strike against the Company's operations at Pensacola Naval Regional Complex (PNRC) ~~NAS Pensacola, Corry Station, Saufley Field, NAVHOSP, Whiting Field and Pascagoula, Mississippi~~, or non-informational picketing of Company's operations at ~~NAS Pensacola, Corry Station, Saufley Field, NAVHOSP, Whiting Field and Pascagoula, Mississippi~~. Pensacola Naval Regional Complex (PNRC).

## ARTICLE 4

### UNION SECURITY & RIGHTS OF EMPLOYEES

#### 4.1 AGENCY SHOP

##### 4.1.2 DISCLOSURE OF ~~SERVICE~~ AGENCY FEES TO THE COMPANY

The Union will provide the Company with the following information concerning the applicable Agency ~~Service~~ Fees: (a) the current applicable Agency ~~Service~~ Fees to be charged to Employees who choose not to become members of the Union, and (b) when the applicable Agency ~~Service~~ Fees are increased or decreased the Union will notify the Company of the new dues rate to be charged to Employees who choose not to become members of the Union and when the new rate will go into effect.

#### 4.7 WHEN DUES OR ~~SERVICE~~ AGENCY FEES ARE NOT DEDUCTED

Should an Employee be promoted or transferred to a position outside the Bargaining Unit and not covered by this Agreement, the Company shall cease deducting applicable Dues or ~~Service~~ Agency Fees from such Employee. When ceasing to deduct applicable Dues or ~~Service~~ Agency Fees for reasons cited in this Section, the Company shall submit to the Financial Secretary designated by the Union the names of such Employees who have been promoted or transferred.

#### 4.8 NO SOLICITATION

There shall be no solicitation or sign up/orientation of PENSACOLA NAVAL REGIONAL COMPLEX (PNRC) ~~NAS Pensacola, Corry Station, Saufley Field, NAVHOSP, Whiting Field and Pascagoula, Mississippi~~, during times when either the Employee (or Employees) being solicited or the Employee (or Employees) performing such solicitation are

being paid by the Company to perform work, except as provided in Article 4.8.1. Employees may solicit for membership during meal and break periods. When a new Employee is hired, the Company shall include the Union on the email distribution of the hiring notification which shows the name(s) of newly hired Employee(s) to the Bargaining Unit and the position they were hired to fill.

## ARTICLE 5

### SENIORITY

#### 5.3 PRINCIPLE OF SENIORITY

Principle of seniority, as defined in Article 5.1 above, shall govern and control in decisions concerning promotion within the Bargaining Unit, transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period **Paid Time Off. This would not apply to temporary job assignments**

#### 5.4 PROBATIONARY EMPLOYEES

All new Employees shall, for the first ninety (90) days of their employment, be considered Probationary Employees. ~~If retained after the ninety (90) day period, these Employees shall be placed upon the Seniority List with seniority as of the date of hiring.~~ All such Employees may be dismissed during the ninety (90) day period and any such action is not subject to the Grievance Procedure. Notification of dismissal of Probationary Employees is not governed by the provisions of discharge in Section 10.10 of this Agreement. With respect to all other matters, Probationary Employees are covered by the terms of this Agreement and shall have access to the Grievance Procedure for the enforcement of their rights there under. **If retained after the ninety (90) day period, these Employees shall be placed upon the Seniority List with seniority as of the date of hiring.**

#### 5.5 RE-EMPLOYMENT OF LAID-OFF EMPLOYEES

The right of seniority for re-employment shall be accorded to a laid-off Employee prior to new Employees being hired. The Company shall send a written notice of recall by return receipt mail to the Employee's last known address. Such laid-off Employee shall be recalled to the highest classification they previously held. If the highest classification previously held is not available they shall have the option to accept recall to work in any classification closest to the wage rate of that classification for which they are qualified to perform the work. An Employee refusing to accept recall to a lower classification shall not forfeit any seniority rights. Such laid-off Employee shall respond to the written notice of recall sent to them by the Company by return receipt mail to their last known post office address not more than two (2) working days, excluding Saturdays, Sundays, and holidays, after receipt of written notice of recall. **Qualified for the purpose of this section means the employee meets the minimum qualifications of the job description, not in conflict with the intent of article 5.9**

#### 5.8 LOSS OR TERMINATION OF SENIORITY

Seniority shall terminate:

5.8.5 When an Employee is transferred to a salaried position for a period that exceeds thirty (30) consecutive calendar days. If the Employee returns to a position covered by the Collective Bargaining Agreement within the 30-day period, their original seniority date shall be restored.

Whenever an Employee loses their job through layoff and has seniority, such Employee ~~must~~ **may elect to** select another job, for which they qualify, within three (3) working days, excluding Saturdays, Sundays, and holidays, from the time they lose their previous job.

## ARTICLE 6

### VACANCIES, PROMOTIONS, AND TRANSFERS

#### 6.1 POSTING AND BIDDING FOR VACANCIES AND NEW JOBS

##### 6.1.2 POSTING

All vacancies and all job openings shall be posted on every Company shop bulletin board, with a copy provided to the Union. Such notices shall be posted on the Company bulletin boards seven (7) consecutive calendar days prior to the filling of the vacancy. The ~~bulletin~~ **posting** will state the number of jobs to be filled, the scheduled location of the job, the shift, the rate of pay for each job to be filled, and the job description and qualifications of the work required. The notice shall be posted with date and time noted.

##### 6.1.3 PROMOTIONS

**Scheduling and/or taking of PTO/Leave will not generally be permitted during the fifteen (15) work day qualification period, so as to ensure proper evaluation of the employee's performance.**

##### 6.1.4 Disqualification of Bidder

An employee who is unable to perform the job to the satisfaction of the Company within fifteen (15) work days after being awarded the job shall be returned to the job classification and labor grade held at the time of submitting their bid. The employee will be given the reasons for such disqualification in writing.

#### 6.3 TEMPORARY HIRES

Any position may be temporarily filled by the Company by any means at its disposal, pending the outcome of the recall and bidding procedures, and the Company shall make every reasonable effort to fill the position from within the Bargaining Unit. This Section of the contract shall not be used to avoid the declaring of a vacancy in the classification being filled by the temporary hire.

##### 6.3.1 EMPLOYMENT CREDIT

If a temporary hire is later selected for a full time position, the time spent as a Temporary Employee, as defined in Article 23.1.1, shall count towards satisfying the 90-day probationary period, **if the employee was performing work in the same job classification and the temporary assignment was no longer than 365 days from the last day worked in the temporary status.**

#### 6.4 JOB DESCRIPTIONS

**It is agreed the Company will provide copies of the current job descriptions for all currently negotiated classifications, as outlined in Appendix A, within 120-days of ratification of the contract. Any future changes will be provided to the Union in accordance with Article 6.1.3.**

## ARTICLE 8

## LEAVES OF ABSENCE

## 8.1 UNPAID LEAVES OF ABSENCE

## 8.1.1 UNION EMPLOYMENT

An Employee elected or selected to a full time job in the local Union, AFL-CIO, or the International Union, which takes them from their employment with the Company, shall upon written request to the Company receive leave of absence, without pay, for a period equal to their employment with the Union. Upon completion of their leave of absence during the existence of this Agreement, they shall be re-employed according to their seniority in work ~~generally similar to that which they did last~~ **in the classification held at the time the Leave of Absence was approved, if same still exists, or a similar or comparable position** prior to leaving at the wage rates existing at the time of their return, provided such work is available for them according to their seniority, and they have the ability to perform such work. Seniority shall accumulate during such leave of absence. **Qualified for the purpose of this section means the employee meets the minimum qualifications of the job description, not in conflict with the intent of article 5.9**

## 8.1.2 UNION AFFILIATED FUNCTIONS

Leaves of absence, without pay, may be granted by the Company, on three (3) days' written request of the Union, to Union Representatives in a number not to exceed that allotted by the International Union, in accordance with its constitution for the purpose of attending national conventions of the Union, and to Union Representatives in numbers not to exceed that allotted by the State Federation of Labor, in accordance with its constitution for the purpose of attending state conventions of the Union, local and district lodge auditing committees, tellers in local and district lodge elections, official Union business and Union schools, but in no event is the number to exceed a total of three (3) Employees per Union function, but no more than one (1) Employee in any given job classification, the Chief Steward shall not be counted in the limit of one (1) employee in any job classification. The number of Employees attending Union Negotiating Committee functions shall not exceed three (3) Employees per Union function. Employee's time away from work under this type of leave of absence, up to eight (8) hours per day, shall ~~be~~ **not be** considered as hours paid for the purpose of Article 15 Section 15.1 **and** shall not be considered hours paid for overtime computation purposes. The Company or Union may waive the three (3) day notice when calls are of an emergency nature. It is the intention of the Union to honor and respect the requirements of production in requests for leaves of absence for such delegates. **Company reserves the right to reject any request if it deems an operations impact would be realized by approval of the request.**

## 8.1.3 FAMILY MEDICAL LEAVE

In compliance with the Family Medical Leave Act of 1993, the Company will grant eligible Employees any and all provisions to include subsequent revisions to the Family Medical Leave Act **consistent with the company policy.**

## ARTICLE 9

### UNION REPRESENTATION

#### 9.1 UNION BUSINESS REPRESENTATIVES

The Union Business Representative will be designated in writing to the Company and shall have access to the Company facilities located at **PENSACOLA NAVAL REGIONAL COMPLEX (PNRC)** ~~NAS Pensacola, Corry Station, Saufley Field, NAVHOSP, and Pascagoula, Mississippi~~, subject to normal base security procedures, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing that there is no interruption of the Company's business. These visits will normally be conducted during the first shift hours and the Project Manager or his designee will be notified of the visit.

#### 9.2 UNION STEWARDS

##### 9.2.1 DUTIES OF STEWARDS

9.2.1.3 For Ham Pest Control, Irby Engineering, and Integrated Science Solutions: One Chief Steward will be designated and assigned to each company. For ~~DEL JEN, Inc.~~ **Fluor Federal Solutions LLC**, Inc. one Steward will be designated and assigned to each of the following locations:

## ARTICLE 10

### GRIEVANCE PROCEDURES

#### 10.2 GRIEVANCE PROCEDURE

##### 10.2.1 STEP 1 GRIEVANCE PROCEDURE

An aggrieved Employee must first present their Grievance in writing on a form provided by the Union to the Supervisor with or without a Steward, as the Employee may determine. An Employee desiring to execute Step 1 of the Grievance Procedure must do so within seven (7) calendar days after the occurrence of the Grievance or within seven (7) calendar days of the date they became aware of the circumstances giving rise to the Grievance, whichever is later. An Employee having a Grievance shall be given a reasonable time to take the Grievance up with the Steward during working hours without loss of pay to the Employee. **The employee and supervisor will meet within three (3) work days after the grievance is submitted. Such meeting is intended to facilitate resolution at the lowest level. If resolution is not achieved, the Supervisor shall provide a written response to the aggrieved Employee and the Steward within seven (7) calendar days after the Step 1 meeting was held.** Step 1 Grievance settlements are non-precedent setting. **Such Step 1 response shall not be considered untimely if the employee is on PTO/Leave and unable to receive the company's response within the seven (7) calendar days.**

##### 10.2.2 STEP 2 GRIEVANCE PROCEDURE

If the Employee is unable to resolve the Step 1 Grievance with the Supervisor to the Employee's satisfaction, the Grievance can be advanced to Step 2 by designating such on the form furnished by the Union provided that the written Grievance is signed by the Employee and is filed with the Operations Manager or his designee within ten (10) work days after the Step 1 Grievance answer is received from the Supervisor. Any Grievance not timely filed under Step 2 shall be waived absolutely without recourse to arbitration or appeal. A Step 2 meeting shall be held within ten (10) work days following the submission of

the Step 2 Grievance. **Instances where shift work does not make this timeline practical, the parties can mutually agree to extend the time for the Step 2 meeting (Ref. 10.4 of this Article).** Union attendees may include the Employee, the Steward and the Chief Steward. The Company and the Union representatives shall have authority to resolve and settle the Grievance at the meeting, whether by concession, withdrawal or compromise. If the Grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the Grievance shall not thereafter be processed further. For a Grievance not settled in Step 2, the Company shall give a written answer to the Union within ten (10) workdays after the Step 2 meeting was held.

10.4 EXTENSION OF TIME LIMITS

Time limits may be extended only by written agreement of the Company and the Union entered into prior to expiration of the time limits. In computing time limits under Articles 10 and 11, except as otherwise provided, Saturdays, Sundays and holidays **and the unavailability of the grievant(s)** shall not be counted.

**ARTICLE 12**

**HOURS OF WORK, WORKDAYS & WORKWEEK**

12.1 PURPOSE

The purpose of this Article is to define the normal hours of work. **Nothing in this agreement shall be construed as a guarantee of hours of work per day or per week; or as a limitation of the company’s right to require overtime work, except as provided herein.**

12.2 STANDARD WORKDAY

The standard workday shall consist of eight and one-half (8 1/2) consecutive hours between 7:00 AM and 3:30 PM including a one-half hour as an unpaid lunch period. Lunch periods will be established at approximately the mid-point of the work shift and will be designated by the Company.

12.3 STANDARD WORK WEEK

The normal workweek for a full-time Employee shall consist of five (5) consecutive workdays in a seven (7) day period. The statutory workweek for all Employees shall begin at 0001 ~~Saturday~~ **Monday** and end at 2400 hours the following ~~Friday~~ **Sunday** [i.e., seven (7) consecutive calendar days ~~Saturday~~ **Monday** through ~~Friday~~ **Sunday** inclusive]. ~~The statutory workweek for all employees for Irby Engineering shall begin at 0001 hours Monday and end at 2400 hours the following Sunday.~~ Employees will be allowed to clean up their workstations a maximum of ten (10) minutes prior to the end of the shift.

**The statutory workweek for all Integrated Science Solutions, Inc. employees, covered by the agreement, shall begin at 0001 hours Saturday and end at 2400 hours the following Friday.**

12.8 SHIFT WORK

12.8.1 STANDARD SHIFTS

Where multiple standard shifts are utilized, they shall consist of:

Days **7:55** ~~8:00~~ AM to 4:00 PM

Swing **3:55** 4:00 PM to 12:00 AM



Graveyard 11:55 ~~12:00~~ PM AM to 8:00 AM

HVAC Swing Shift Between the hours of 1:45 PM to 9:45 PM

Selection for Shift Assignments will be on a rotational basis. Rotation length will not be less than 1 week or more than two consecutive weeks within the classification affected.

**Shift change pass-down will consist of up to 5-minutes and will take place prior to the shift start time of the scheduled shift.**

## ARTICLE 13

### OVERTIME

#### 13.1 OVERTIME

The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

13.1.1 The Company reserves the right to require Employees covered hereby to perform overtime work in order to meet Government contract requirements. When such overtime is required, Scheduled overtime shall first be offered to the most senior employee. **The company will not be required to offer overtime to employees on scheduled PTO or approved leaves of absence.** Employees involved shall be given as much advance notice as possible prior to the start of the overtime. Work in progress overtime is any work assigned to, partially completed, but still in progress by an employee or group of employees, which would result in loss of production time to tie-in or instruct other employees on the status of the work completed or remaining to be done, may be continued by the employee(s) who have been performing the work, if the work is continued in the same day or continued into the weekend. The Company will give consideration to any reasonable request of an Employee to be excused from overtime work where it is evident that the working of overtime would cause the Employee hardship or serious inconvenience. The Company will provide the estimated duration of the overtime when it is a scheduled overtime situation.

13.1.6 Employees' time spent on official Union business, **during regularly assigned working hours,** shall be considered as hours worked for the purposes of computing overtime.

## ARTICLE 14

### PAY PROVISIONS

#### 14.1 WAGES

A schedule of job classifications and base wage rates is attached as Appendix A, Wage Scale. All Bargaining Unit Employees currently in classifications identified in Appendix A shall receive the following general wage adjustments:

14.1.1 Effective October 1, **2014**, all Employees who are on the active payroll on that date will have their base wage rates increased by one percent **(1%)**.

14.1.2 Effective October 1, **2015**, all Employees who are on the active payroll on that date will have their base wage rates increased by one percent **(1%)**.

14.1.3 Effective October 1, **2016**, all Employees who are on the active payroll on that date will have their base wage rates increased by two percent **(2%)**.

\* **Effective the first full pay period after October 1<sup>st</sup> of each contract year.**

#### 14.3 ON-CALL PAY

Only Employees who are required to carry a Company provided cell phone for the purpose of "duty stand by" will receive ~~one hundred and ten dollars (\$110.00)~~ **seventeen dollars \$17.00 per day/one hundred and nineteen dollars (\$119.00)** per week incentive. Stand by duty will be rotated on a weekly basis. Failure of any Employee to respond at any time during their week will forfeit that week's premium and will receive progressive discipline **up to and including termination of employment**. ~~Failure to respond could result in discipline up to and including termination of employment.~~ Employees will receive call in pay in accordance with paragraph 14.2. **Employees that do not complete the week of on-call duties, due to time recorded as PTO or any other approved leave, will only receive the prorated daily amount of on-call pay as stated in this article. Those employees that fill-in for on-call duty for less than one (1) week, will receive the daily amount of on-call pay as stated in this article.**

#### 14.4 CREW REST

When an Employee who is required to work in a situation whereby they have less than eight (8) hours of rest available at the completion of their assigned duties until the beginning of their assigned starting time of their next assigned shift, within the assigned workweek, the Employee will be allowed to report to work eight (8) hours after leaving the facility to report back to work for their next assigned shift, **as defined in Article 12** or to take PTO, or Leave of Absence at the Employee's choice.

#### 14.5 SHIFT DIFFERENTIAL

An Employee that works the swing shift will be paid a shift differential of ~~fifty cents (\$0.50)~~ **sixty cents (\$0.60)** per hour above their base hourly pay rate. Employees that work the graveyard shift hours will be paid a shift differential of ~~seventy-five cents (\$0.75)~~ **eighty-five cents (\$0.85)** per hour above their base hourly pay rate.

#### 14.8 PAYDAY

Normal payday is the Friday of the calendar week immediately following the close of the pay period. **Employees are required to participate in direct deposit when offered by the company.**

## ARTICLE 15

### HEALTH AND WELFARE and PENSION BENEFITS

#### 15.1 HEALTH AND WELFARE ELIGIBILITY

NOTE: THIS IS INTENDED TO BE A BRIEF SUMMARY OF EMPLOYEE BENEFITS. IN THE EVENT OF A DISCREPANCY BETWEEN THE SUMMARY AND A PLAN DOCUMENT, THE PLAN DOCUMENT WILL TAKE PRECEDENCE.

Each Company has its own benefits plans. Effective 29 July 2011, ~~DEL-JEN, Inc.~~ **Fluor Federal Solutions LLC and effective, 29 July 2014, Irby Engineering & Construction, Inc.** agrees that the Union will assume all insurance plans for **its CBA covered** employees. Employees may participate in the National IAM Benefit Trust Fund Benefits coverage plans. The National IAM Benefit Trust Fund Benefits Plans consists of health care, dental care, vision care, prescription

drug coverage, life insurance, AD&D and short-term disability as described in Appendix B and the Plan Summary booklets.

All employee benefits provided by this Agreement are properly a part of the Area Wage Determination issued by the U. S. Department of Labor for the employees covered by this Agreement, and shall be fully binding on any successor contractor or successor employer, including the Company.

Employees may opt out of the medical plan and take the dental and vision plans but if an employee chooses to take the medical plan the employee may not opt out of the dental and vision plans **for any combination of benefits from any of the Union offered Group Insurance Plans.** If the hours paid are insufficient to cover fully the actual cost of the Benefit Plan, the employee shall pay any additional required amount through a payroll deduction.

**The Union will provide a copy of each member’s benefit enrollment/declination form to the Company for tracking and premium deduction purposes. Aside from open enrollment periods, changes will only be accepted for a qualifying event, as defined.**

Appendix B lists the current insurance benefit options and fees applicable for unit employees.

15.2 HEALTH AND WELFARE BENEFIT RATES

Effective on the applicable dates listed below, full-time and part time Employees covered under this Collective Bargaining Agreement will receive health and welfare benefits at the benefit amount listed below. The benefit credits will be credited each payroll to employees based on hours paid up to 40 per week. H & W contributions will be distributed to the employee’s insurance premiums, 401(k) / IRA / SIMPLE accounts, or pay check as designated by the employee.

H&W Benefit:	<b>Current</b>	<b>10/01/14</b>	<b>10/01/15</b>	<b>10/01/16</b>
	<b>\$6.00</b>	<b><u>\$6.00</u></b>	<b><u>\$6.00</u></b>	<b><u>\$6.10</u></b>

**\* Effective the first full pay period after October 1<sup>st</sup> of each contract year.**

15.4 PENSION

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

**\$1.50 per hour effective October 1, 2014**

**\$1.60 per hour effective October 1, 2015**

**\$1.70 per hour effective October 1, 2016**

**\* Effective the first full pay period after October 1<sup>st</sup> of each contract year.**

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

Contributions for a new, probationary, or full-time Employee are payable from the first day of employment, **after successfully meeting the probationary period of employment.** Temporary or part time employees are not eligible for pension contribution, **until after successfully meeting the probationary period of employment.**

15.5 I.A.M. EMPLOYEE BENEFIT SYSTEM, INC.

It is understood and agreed between the parties that the Machinists Custom Choice 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, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements. **Time spent outside of the fifteen (15) minutes will be taken and recorded as PTO.**

~~The Company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.~~

~~The parties agree that the provision of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.~~

## ARTICLE 17

### PAID TIME OFF (PTO)

17.2 PTO Scheduling

17.2.1 PTO ~~may~~ **will** be taken in half ~~hour~~ **tenth or quarter** hour increments, **depending on each company's timekeeping practices.**

## ARTICLE 18

### SAFETY & HEALTH

18.3 WORK SAFETY

(a) Any employee becoming aware of an unsafe working condition, near miss, or a mishap will immediately report the condition, near miss, or mishap to the employee's immediate supervisor and also will record and submit a written report, **on an approved company form** of the unsafe working condition, near miss, or mishap to the employee's immediate supervisor within the same work day. If it is impossible to submit the written report within the same work day, the written report will be submitted by the employee within 24 hours of the initial verbal report. If the employee needs assistance with writing the report, the HSE Manager will assist the employee. The Chief Steward will be given a copy of the written report.

**If the employees' immediate supervisor is not available to receive the report of an unsafe situation, the employee will attempt to contact senior management using the following order of notification: the direct Manager of the responsible supervisor; the Operations Manager; the Project Manager**

18.5 SAFETY EQUIPMENT

18.5.3 Issuance of Uniforms. The Company will issue each employee five (5) shirts. The Company shall replace shirts on an as needed basis due to normal wear and tear.

- (1) **Employees required to wear long sleeve shirts to meet safety standards will be issued two (2) each of the required shirts in addition to the five (5) shirts issued in Section 18.5.3. These shirts will be replaced on an as needed basis due to normal wear and tear.**

## ARTICLE 19

### DISCHARGES AND DISCIPLINE

19.1.2 Disciplinary action will be for just cause and shall be sequenced as follows (except for Attendance Rule violations, which shall follow their own progressive discipline sequence as shown in the Company Attendance Policy):

19.1.2.6. An employee upon discharge or resignation, must be paid in full for all wages owed him by the Employer including earned ~~vacation pay~~ **unused PTO**, if any, within the next pay period from the date of discharge or resignation, provided all Company property (uniforms, keys, badge, etc.) has been returned to the Company.

19.1.6 Attendance Policy

The Company has established the following policy in order that the employees understand what is expected regarding their attendance at work. Repeated, unapproved absences will not be permitted, as it creates undue hardship to the customer, the Company and fellow employees. An employee's attendance performance shall be monitored based on the number of occurrences of lateness or absenteeism within a twelve (12) month period of time from the date of occurrence. Absences shall be characterized as either chargeable or non-chargeable, as defined below:

19.1.6.1. Chargeable:

1. Unexcused reporting late for work
2. Leaving work early without authorization
3. No call, no show.
4. Taking LWOP due to illness/injury without a doctor's excuse.
5. Unauthorized absence from work.
6. Failure to report an absence prior to start of work shift, **or as in accordance with Section 17.2.5, specifically, unless the employees' illness is so severe as to prevent notification, as required.**

## ARTICLE 24

### DURATION

This Agreement shall be effective the 29<sup>th</sup> day of July, 2014 ~~2014~~ **2017** and shall continue in full force and effect through the 28<sup>th</sup> day of July, 2014 ~~2017~~, and thereafter from year to year unless sixty (60) days prior to the normal expiration date of this Agreement either party gives written notice by registered mail of its intent to amend, modify, or terminate the Agreement.

**APPENDIX A – WAGE SCALE – added these new classifications.**

Classification	Current Hourly Rate	1-Oct	1-Oct	1-Oct
		2014	2015	2016
		1.00%	1.00%	2%
<u>Drafter/Cad Operator II</u>		\$18.89	\$19.08	\$19.46
<u>Engineering Tech III</u>		\$20.36	\$20.57	\$20.98
<u>General Clerk I</u>		\$11.48	\$11.60	\$11.83
<u>General Clerk III*</u>		\$16.57	\$16.74	\$17.07
<u>General Clerk III</u>		\$16.57	\$16.74	\$17.07
<u>Sign Maker</u>	\$24.25	\$24.49	\$24.74	\$25.23

\* New Classification rate for General Clerk III will become effective the first full pay period after October 01, 2014

\*\* Effective the first full pay period after October 1<sup>st</sup> of each contract year.

**APPENDIX C – DRUG & ALCOHOL-FREE  
WORKPLACE PROCEDURE**

DJI changed to Fluor Federal Solution throughout the entire policy.

## APPENDIX B – EMPLOYEE BENEFITS



### NATIONAL IAM BENEFIT TRUST FUND

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#### Plan H002 – Schedule of Benefits (as of October 1, 2013)

FINANCIAL	IN NETWORK	OUT OF NETWORK
Lifetime Maximum	Unlimited	Unlimited
Deductible (per calendar year – cross accumulates in and out of network – includes 4th quarter carry-over)		
▪ Individual	\$250	\$250
▪ Family	\$750	\$750
Participant Percentage (per calendar year – cross accumulates in and out of network)		
▪ Individual	15% of the first \$20,000 in covered charges per individual (equals \$3,000 out-of-pocket)	35% of the first \$20,000 in covered charges per individual (equals \$7,000 out-of-pocket)
▪ Family	15% of the first \$40,000 in covered charges per family (equals \$6,000 out-of-pocket)	35% of the first \$40,000 in covered charges per family (equals \$14,000 out-of-pocket)
<b>OUT-OF-POCKET MAXIMUM:</b> The sum of deductible and participant percentage amounts shown above		
PREVENTIVE / WELLNESS	IN NETWORK	OUT OF NETWORK
<i>The following “PREVENTIVE / WELLNESS” services are not subject to the deductible</i>		
<b>Routine Examinations</b> Annual physical exam, annual gynecologic exam, routine well child visits	100%	65%
<b>Routine Immunizations</b> Physician recommended immunizations, annual flu shot (excludes travel vaccines)	100%	65%
<b>Routine Lab and X-ray</b> Ordered or performed in conjunction with routine exam, including annual pap & PSA	100%	65%
<b>Routine Colonoscopy</b> Covered once every 3 years from age 50; or if high risk of colon cancer, per doctor, covered every 2 years regardless of age	100%	65%
<b>Routine Mammography</b> 1 baseline mammogram age 35-39 1 mammogram per year from age 40	100%	65%
PHYSICIAN SERVICES	IN NETWORK	OUT OF NETWORK
<b>Office Visits</b>	85% after deductible	65% after deductible
<b>Surgical Professional Fees</b> Surgeon, Assistant Surgeon, Anesthesiologist	85% after deductible	65% after deductible
<b>Inpatient Hospital Visits</b>	85% after deductible	65% after deductible
HOSPITAL FACILITY	IN NETWORK	OUT OF NETWORK
<b>Inpatient</b>	85% after deductible	65% after deductible
<b>Outpatient</b> (except emergency room)	85% after deductible	65% after deductible
<b>Emergency Room</b>	85% after deductible	85% after deductible (65% if not a true emergency)

<b>Plan H002 – Schedule of Benefits</b> (as of October 1, 2013)		
<b>OTHER MEDICAL SERVICES</b>	<b>IN NETWORK</b>	<b>OUT OF NETWORK</b>
<b>Allergy Testing and Treatment</b>	85% after deductible	65% after deductible
<b>Ambulance Transport</b>	85% after deductible	65% after deductible
<b>Ambulatory Surgical Facility</b>	85% after deductible	65% after deductible
<b>Bariatric Surgery</b> At Centers of Excellence if clinical criteria met	85% after deductible	Not Covered
<b>Chiropractic Care</b> Maximum 20 days of treatment per year	85% after deductible	65% after deductible
<b>Diagnostic Lab and X-ray</b>	85% after deductible	65% after deductible
<b>Durable Medical Equipment</b> Rental coverage limited to purchase price	85% after deductible	65% after deductible
<b>Home Health and Hospice Care</b>	85% after deductible	65% after deductible
<b>Infertility Work-up</b> Diagnostic only – treatment is not covered	85% after deductible	65% after deductible
<b>Malignancy Treatment</b>	85% after deductible	65% after deductible
<b>Organ Transplants</b>	85% after deductible	65% after deductible
<b>Podiatry Care</b> Maximum 30 days of treatment per year	85% after deductible	65% after deductible
<b>Rehabilitative Therapy Visits</b> Speech, physical, occupational, cardiac, etc; Maximum 50 days of treatment per year	85% after deductible	65% after deductible
<b>Skilled Nursing Facility</b> Maximum 100 days of treatment per year	85% after deductible	65% after deductible
<b>MENTAL HEALTH CARE</b>	<b>IN NETWORK</b>	<b>OUT OF NETWORK</b>
<b>Inpatient Treatment</b>	85% after deductible	65% after deductible
<b>Outpatient Treatment</b>	85% after deductible	65% after deductible
<b>SUBSTANCE ABUSE TREATMENT</b>	<b>IN NETWORK</b>	<b>OUT OF NETWORK</b>
<b>Inpatient Treatment</b>	85% after deductible	65% after deductible
<b>Outpatient Treatment</b>	85% after deductible	65% after deductible
<b>PRESCRIPTION DRUG COVERAGE</b>	<b>COVERED THROUGH CVS CAREMARK</b>	
<b>Program Includes generic substitution.</b> There is no copayment required for generic and single source brand <b>female contraceptives</b> (normal copayments apply for other brand).		
<b>34 Day Supply</b> - For covered prescription drugs at all retail pharmacies	Copayment: \$10 Generic; \$30 Preferred; \$40 Non-preferred	
<b>90 Day Supply</b> - For maintenance drugs from mail order or at a CVS pharmacy	Copayment: \$20 Generic; \$60 Preferred; \$80 Non-preferred	
<b>Specialty Drugs</b> - Specialty pharmacy use and pre-authorization required, quantities vary	Copayment: \$20 Generic; \$60 Preferred; \$80 Non-preferred	
<b>AGE LIMIT FOR DEPENDENT CHILDREN</b>		
Eligible dependent children are covered to age 26 (coverage ends the last day of the month child turns age 26)		

Updated August 19, 2013



## OTHER IAM BENEFITS INCLUDE: DENTAL PLAN B



# NATIONAL IAM BENEFIT TRUST FUND

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## Schedule of Dental Plan Benefits

Coverage \ Plan	A	A25	B	B25	C	D	E	G	H
<b>Deductible:</b>									
▪ Individual	None	\$25	None	\$25	None	None	None	None	\$50
▪ Family	None	\$75	None	\$75	None	None	None	None	\$150
<b>Diagnostic and Preventive</b>	90%	90%	90%	90%	100%	90%	100%	90%	80%
<b>Basic</b>	80%	80%	80%	80%	100%	80%	80%	80%	80%
<b>Major</b>	50%	50%	50%	50%	80%	50%	50%	80%	50%
<b>Orthodontia</b>	N/C	N/C	50%	50%	50%	50%	50%	N/C	N/C
<b>Calendar Year Benefit Maximum</b>	\$1,000	\$1,000	\$1,000	\$1,000	None	\$1,000	\$2,000	\$1,000	\$1,000
<b>Orthodontia Lifetime Maximum</b>	N/A	N/A	\$500	\$500	\$5,000	\$1,000	\$1,500	N/A	N/A
<b>Monthly Contribution Rates</b>									
▪ Single	\$24.57	\$22.33	\$28.01	\$25.36	\$62.26	\$29.69	\$42.61	\$33.39	\$19.58
▪ Family	\$61.43	\$55.81	\$70.02	\$63.39	\$155.65	\$74.23	\$106.52	\$83.48	\$48.95
<b>Summary of Covered Dental Procedures</b>									
<b>Diagnostic and Preventive</b>	Exams, x-rays, cleaning of teeth, topical application of fluoride solutions, and space maintainers (to preserve existing space)								
<b>Basic</b>	Fillings, endodontics (root canals), oral surgery (including surgical preparation for dentures and general anesthesia for covered oral surgery when administered by a licensed dentist), periodontics (surgical and non-surgical treatment of the gums), and denture repair								
<b>Major</b>	Crowns, bridges, partial and complete dentures, and denture adjustments								
<b>Orthodontia</b>	All necessary procedures for treatment to correct malposed teeth (braces) performed by a licensed dentist								
<i>Note – This is only a basic summary of dental benefits. Please refer to the specific Dental Plan booklet or contact the Fund Office for information about applicable benefit limitations and exclusions.</i>									
▪ The deductible does not apply to Diagnostic and Preventive services.						▪ N/C = Not Covered.			
▪ All services are subject to review for necessity of treatment and may be subject to limitations.									
▪ The rates shown in this schedule apply for new coverage and renewals in 2012. If you are reviewing this schedule after 2012, please contact the Fund Office to confirm that the listed rates are still accurate. Thank you.									
<b>National IAM Benefit Trust Fund</b> 1300 Connecticut Ave., NW, Suite 300 Washington, DC 20036 www.iambtf.org					<b>For additional information, or to add Dental Plan coverage, please feel free to contact the Benefit Trust Fund Education Department at 800-457-3481 or 202-785-8148</b>				

(7/12 Revision)

**OTHER IAM BENEFITS INCLUDE:** VISION PLAN II to include optional contact lens fitting benefit



## NATIONAL IAM BENEFIT TRUST FUND

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### Schedule of Vision Plan Benefits

Basic Coverage	Plan I	Plan II	Plan III	Plan IV
<b>The Plan will pay covered charges up to the following maximum benefits per calendar year</b>				
<b>Eye Exam</b> – Including refraction	\$70	\$80	\$95	\$95
<b>Eyeglass Lenses</b> – When first acquired or when new lenses are required by a change in prescription. The rates shown are for a pair of lenses (two lenses). If one lens is required, the plan will pay one-half of the listed benefit. The yearly benefit for eyeglass lenses and frames can be paid toward prescription sunglasses, but the plan does not cover any tints or coatings.				
▪ Single Vision Lenses	\$60	\$70	\$85	\$85
▪ Bifocal Lenses	\$68	\$82	\$102	\$102
▪ Trifocal Lenses	\$85	\$107.50	\$132	\$132
<b>Eyeglass Frames</b>	\$75	\$90	\$105	\$130
<b>Contact Lenses</b> – Contacts lenses can be paid in lieu of benefits for lenses and frames. Special lens benefit applies for contacts required following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye. The rates shown are for a pair of lenses (two lenses). If one lens is required, the plan will pay one-half of the listed benefit.				
▪ Contact Lenses	\$135	\$160	\$190	\$215
▪ Special Lenses	\$205	\$280	\$280	\$280
<b>Monthly Contribution Rates</b>				
▪ Single	\$3.44	\$4.64	\$6.57	\$7.29
▪ Family	\$8.60	\$11.59	\$16.42	\$18.22
Optional Coverage	Plan I-A	Plan II-A	Plan III-A	Plan IV-A
<b>Optional Benefit:</b> Contact Lens Fitting	\$85	\$135	\$170	\$170
<b>Monthly Contribution Rates with Optional Coverage</b>				
▪ Single	\$3.98	\$5.48	\$7.62	\$8.34
▪ Family	\$9.96	\$13.69	\$19.06	\$20.86
<b>Note – This is only a basic summary of vision benefits. Please refer to the specific Vision Plan booklet or contact the Fund Office for information about applicable benefit limitations and exclusions.</b>				
▪ Covered participants can use any licensed Vision Care Provider they choose for their routine vision services. The plan does not pay providers directly. Plan benefits are paid directly to the covered employee.				
▪ The rates shown in this schedule apply for new coverage and renewals in 2012. If you are reviewing this schedule after 2012, please contact the Fund Office to confirm that the listed rates are still accurate. Thank you.				
<b>National IAM Benefit Trust Fund</b> 1300 Connecticut Ave., NW, Suite 300 Washington, DC 20036 <a href="http://www.iambtf.org">www.iambtf.org</a>		<b>For additional information, or to add Vision Plan coverage, please feel free to contact the Benefit Trust Fund Education Department at 800-457-3481 or 202-785-8148</b>		

(7/12 Revision)