

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 10

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 12 Aug 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVENUE SW WASHINGTON, DC 20375-5326 ATTN: CODE 3230.MM	CODE N00173	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  TO ALL OFFERORS	(X)	9A. AMENDMENT OF SOLICITATION NO. N00173-04-R-MM03
	X	9B. DATED (SEE ITEM 11) 01 JULY 2004
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
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### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED PAGE(S)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

The purpose of this amendment is to incorporate the Collective Bargaining Agreement of the Union of: Drivers, Chauffeurs and Helpers Local Union #639, revise the Request for Proposal (RFP), to make revisions to the Statement of Work (SOW) and to answer questions submitted by prospective offerors.

1. L-8 INQUIRES CONCERNING THE RFP, contained in Portion MM03 of the RFP is hereby revised as follows:

**(Deleted text is marked with STRIKEOUT (example)  
and revised/added text is marked with BOLD ITALICS)**

Any **additional** questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than **seven (7) calendar days from the effective date of Amendment 0002** ~~fifteen (15) days before closing.~~ The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

2. All prospective offerors are hereby directed to REPLACE Attachment (3) – Wage Determination, 1994-2103 rev 30 – 8 Pages, with the Attached Addendum (1): Collective Bargaining Agreement (CBA) of the Union of: Drivers, Chauffeurs and Helpers Local Union #639 affiliated with the International Brotherhood of Teamsters; and incorporate it into the RFP as Attachment (3) – 28 Pages.
3. SECTION J – LIST OF ATTACHMENTS, contained in Portion MM03 of the RFP is hereby revised as following:

**(Deleted text is marked with STRIKEOUT (example)  
and revised/added text is marked with BOLD ITALICS)**

### PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

#### SECTION J

##### LIST OF ATTACHMENTS

- J-1 Attachment (1) - Statement of Work, with Enclosures - 53 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 7 Pages.
- J-2 Attachment (2) – Performance Requirements Summary Table – 2 Pages
- J-3 ~~Attachment (3) – Wage Determination, 1994-2103 Rev 30 – 8 Pages~~  
**Attachment (3) – Collective Bargaining Agreement (CBA) of the Union of: Drivers, Chauffeurs and Helpers Local Union #639 affiliated with the International Brotherhood of Teamsters – 28 Pages.**

J-4 Attachment (4) – DD Form 252: Security Classification Requirements, Serial No.023-04, Dated 20040416 – 2 Pages

J-5 Attachment (5) – Personnel Qualifications – 2 Pages

*(\*To be included at time of award)*

4. SECTION I – CONTRACT CLAUSES, Paragraph I-2 contained in Portions MM03A and MM03B of the RFP, is hereby revised as follows:

**(Deleted text is marked with STRIKEOUT (example) and revised/added text is marked with BOLD ITALICS)**

**I-2 52.222-42 Statement of Equivalent Rates for Federal Hires. (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage-Fringe Benefits
05190 – Motor Vehicle Mechanic	\$20.07
31300 – Taxi Driver	<del>\$10.99</del> <b>\$12.09</b>
31362 – Truckdriver, Medium Truck	<del>\$15.75</del> <b>\$13.45</b>
31363 – Truckdriver, Heavy Truck	\$18.40
31030 – Bus Driver	\$15.95

**THE CURRENT WAGE DETERMINATION AS OF THE DATE OF CONTRACT AWARD WILL BE INCORPORATED IN THE RESULTANT CONTRACT.**

5. SECTION I – CONTRACT CLAUSES, contained in Portions MM03A and MM03B of the RFP, is hereby amended to ADD the follows:

**I-4 52.222-47 SCA Minimum Wages and Fringe Benefits  
Applicable to Successor Contract Pursuant to Predecessor  
Contractor Collective Bargaining Agreements (CBA). (May  
1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Government Contracting Resources, Inc. and Drivers, Chauffeurs and Helpers Local Union #639 affiliated with the International Brotherhood of Teamsters. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

6. SECTION B – SUPPLIES OR SERVICES AND PRICES/COST of the RFP, Portion MM03A is hereby revised as follows:

**(Deleted text is marked with STRIKEOUT (example)  
and revised/added text is marked with BOLD ITALICS)**

**B-1 SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>ITEM NUMBER</b>	<b>SUPPLIES OR SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0001	Contractor shall provide labor for all Transportation Equipment Management Operation, and Maintenance of Transportation Equipment				

designated herein, in Accordance with Section C, but not including work indicated or specified to be provided under item 0002.

**FIXED PRICE CLIN**

0001AA Base Year 12 MO

0002 **MATERIALS** – The Contractor shall furnish materials and supplies required to perform services required under CLIN 0001 in accordance with Section C. ~~TIME AND MATERIAL CLIN~~ Material Handling (Fill In At Time Of Award\*\*\*) will be allowed on CLIN 0002. **NOT TO EXCEED \$**

0003 **Reports and Data** set forth in Exhibit A, DD 1423. NSP\*\* NSP\*\*

TOTAL DOLLAR AMOUNT FOR CLINs\*: \$

\*CONTRACT LINE ITEM NUMBER

\*\*NOT SEPARATELY PRICED

\*\*\**Fill In At Time Of Award = Contractors Material Handling Rate*

7. Paragraph 1 of Paragraph 3.1, of the Statement of Work, titled PERSONNEL is hereby amended as follows:

**(Deleted text is marked with STRIKEOUT (example) and revised/added text is marked with BOLD ITALICS)**

3.1. PERSONNEL: ~~The Contractor shall provide on-site personnel for a continuous eight-hour period (exclusive of a lunch break) within the regular work hours. The Contractor shall employ at all times a sufficient number of qualified employees to properly, safely, and economically manage, operate, repair and maintain the equipment & vehicles as stated in this contract. The Contractor shall provide sufficient, full time on-site supervision to fulfill the terms and conditions of this contract. The contractor shall ensure that all work required by this contract is satisfactorily supervised by a Project Manager. All matters pertaining to the~~

employment and supervision, or compensation, promotion, and discharge of contract employees are the responsibility of the Contractor, who is in all respects their employer

The Project Manager shall be on site while all contract work is in progress to provide supervision, receive notices, reports or requests from either the Contracting Officer, COR or QA. Not later than five days after contract start date, the Contractor shall provide the COR with a written listing of telephone numbers which the Government may use at any time to directly contact the Contractor, Project Manager, and Major Subcontractors. The names and telephone numbers of the individuals designated as supervisory employees shall be furnished to the COR within ten days after contractor start of the contract. The Contractor shall exercise direct control over its employees to ensure proper behavior and conformance to applicable NRL policies, regulations, and instructions. The Contractor shall be responsible for selecting personnel who are qualified to perform the required services, for supervising techniques used in their work and for keeping personnel informed of all improvements, changes and methods of operation. The Contractor shall obtain proper identification credentials and clearances (including out of hours) as are necessary for his personnel, and for assuring that vehicle operators and mechanics have the required licenses and /or certificates. The Contractor shall provide qualified equipment operators possessing valid State or District of Columbia licenses for class of vehicle operated when operating Government-owned, Contractor-owned, or Contractor-leased/rented equipment in the performance of this contract. Government licensing shall be in accordance with NAVFAC-P-300 (May 1997), Management of Transportation Equipment.

8. Paragraph A of Attachment (2) of the Request for Proposal (RFP), titled PERFORMANCE REQUIREMENTS SUMMARY TABLE, is hereby amended as follows:

**(Deleted text is marked with STRIKEOUT (example) and revised/added text is marked with BOLD ITALICS)**

PERFORMANCE REQUIREMENTS SUMMARY TABLE

	WORK REQUIREMENTS	STANDARDS OF PERFORMANCE	MAX ALLOW DEFECT RATE	WEIGHT
	(Column 1)	(Column 2)	(Column 3)	(Column 4)
TRANSPORTATION EQUIPMENT MANAGEMENT, OPERATIONS, AND MAINTENANCE				
CONTRACT REQUIRMENT: FUEL PROCUREMENT (SOW PARA. 3.3.3 – 3.3.3.9)				
A.	Quality of Work*	Proper procedures followed, Tanks maintained at <del>50%</del> <b>40%</b> capacity	3%	85% Item 1.a., Schedule of Deductions

9. This amendment may contain changes, which shall be considered to be an addendum to the SOW.

10. Questions and Answers are as follows:

- Q1. Please provide a monthly summary of the past years workload data showing man-hours expended, by vehicle type for all Firm Fixed Price (FFP) maintenance.
- A1. Approximately 2,300 man-hours of vehicle/equipment for all FFP maintenance are performed yearly.
- Q2. Please provide a monthly summary of the past year's workload data for: SOW Para 3.3 (b): number of fuel credit cards issues.
- A2. The following is the past year's workload data as it is applicable to Paragraph 3.3 (b) of the SOW: 14-fuel credit cards were issued.
- Q3. Please provide a monthly summary of the past year's workload data for: SOW Para 3.3 (e): number/types of vehicles dispatched.
- A3. The following is the past year's workload data as it is applicable to Paragraph 3.3 (e) of the SOW: Approximately 130 VIP one-way trips a month using a 15-passenger van or 4-passenger sedan were dispatched, while approximately 20 tractor trailer trips per month were dispatched, daily mail runs were dispatched and daily yard bus services were dispatched.
- Q4. Please provide a monthly summary of the past year's workload data for: SOW Para 3.3 (g): number of licenses produced.
- A4. The following past year's workload data as it is applicable to Paragraph 3.3 (g) of the SOW: Approximately 2 licenses per month were produced.

- Q5. (Reference SOW para 3.3.5.3.1, which states: "The contractor shall provide dispatched taxi service within the National Capital Region in response to requests from authorized users who may not be authorized service under Para 3.3.4.5. The contractor shall provide On Base Tour service for VIP visits.") How many trips were provided monthly over the past year and what was the duration of each trip?
- A5. Approximately 130 VIP one-way trips per month were provided over the past year at approximately 1 hour each and approximately 7 On Base Tours per month were provided over the past year at approximately 5 hours each.
- Q6. Reference SOW Para 3, SCOPE, which states: "The contractor shall provide, of which the cost is not reimbursable, all computers (existing Government supplied computers may be used but will not be replaced), hardware/software..." How many computers and printers will be provided and what is their age/conditions?
- A6. In accordance with SOW Paragraph 3, titled SCOP, the Government will provide Two (2) computers (approximately 6 yrs. old), One (1) computer (approximately 10 yrs. old), and Two (2) working printers.
- Q7. Reference SOW Para 3, SCOPE, which states: "The contractor shall provide, of which the cost is not reimbursable, all computers (existing Government supplied computers may be used but will not be replaced), hardware/software..." Are the software programs used to manage the fleet (those relating to vehicle management, operations, and maintenance), provided by the government?
- A7. The software programs used to manage the fleet (those relating to vehicle management, operations, and maintenance), ARE NOT provided by the government?
- Q8. Reference SOW 3.3 (j), which states: "The contractor shall provide vehicle emission, inspection, safety, title and tag service." Does the contractor actually accomplish these services (emission, inspection and safety) or simply have them done commercially?
- A8. In accordance with SOW Paragraph 3.3 (j), the Naval Research Laboratory (NRL) does have a vehicle emission analyzer whereby the contractor shall make all engine adjustments and vehicle repairs and then take the vehicle to the District of Columbia's inspection station for certification as deemed necessary.

- Q9. Reference SOW 3.3 (j), which states: "The contractor shall provide vehicle emission, inspection, safety, title and tag service." If done commercially, are they cost-reimbursable or does the contractor bear the associated costs?
- A9. In accordance with SOW Paragraph 3.3 (j), only the cost of the inspection is cost-reimbursable. And, the contractor shall cover the contractor's labor cost and any late fee due to the contractor's failure to have the vehicle inspected on time.
- Q10. Reference SOW 3.3 (j), which states: "The contractor shall provide vehicle emission, inspection, safety, title and tag service." How does the contractor accomplish the title and tag service? And, is it via local government on a cost-reimbursement basis or do we bear the associates costs?
- A10. In accordance with SOW Paragraph 3.3 (j), as stated above, only the cost of the service is cost reimbursable any contractor labor is not.
- Q11. Reference SOW 3.3.3.5, which requires the contractor to obtain and maintain one or more national brand gasoline credit cards for issuance to NRL employees at field locations. It also states, "The contractor is required to start providing this service ten days after award of the contract." Is this done on a cost-reimbursable basis or must the contractor bear the cost of the charges NRL employees accumulate? And, if the contractor must bear the costs of the charges, please provide a monthly summary of the past year's charges indicating actual dollar amounts accumulated on all gasoline credit cards.
- A11. In accordance with Reference SOW 3.3.3.5, as noted above, all fuel purchased for approved vehicles is cost-reimbursable.
- Q12. Reference SOW 3.3.3.5, which requires the contractor to obtain and maintain one or more national brand gasoline credit cards for issuance to NRL employees at field locations. It also states, "The contractor is required to start providing this service ten days after award of the contract." If the contract is awarded 30 days in advance of the contract start date, will the credit cards be required 10 days after the award date or 10 days after contract start date? If 10 days after award date how will the new contractor be reimbursed for credit card charges while the incumbent is still operating the contract?
- A12. In accordance with Reference SOW 3.3.3.5, as noted above, the contractor is required to start providing this service TEN (10) days after the Start Date.

- Q13. The solicitation states that snow shovels will be provided by the Contractor to supplement Government Provided Equipment. Will these be purchased from Cost Reimbursable dollars?
- A13. Snow Shovels shall be provided by the Contractor and WILL BE purchased from Cost Reimbursable dollars.
- Q14. Are resumes for both the Master Mechanics required to be submitted with the proposal? And, are resumes for the Project Manager required to be submitted with the proposal?
- A14. Resumes for "Key Personnel" will assist in the evaluation process. If resumes are not submitted there may not be enough information to determine if the proposed personnel have the relevant experience.
- Q15. Reference Attachment 5: The attachment explains that the Government has "...established a representative matrix of the key labor categories and skills to which the contractor shall propose. Resumes shall use the same labor category headings to relate the experience of the candidates to the minimum standards set forth below." The remainder of the attachment is the Desired Qualifications for Key Positions. To be sure offerors provide the information expected by the Government, could the details, or a sample, of the representative matrix be provided?
- A15. The preferred procedure is to list the Position Title, the Proposed Individuals Name and attached Resume.
- Q16. Reference RFP Paragraph L-11, Past Performance Information: This paragraph instructs offerors to list the last five contracts within the last three years for similar services. Should five contracts be considered the minimum or maximum number of contracts?
- Q16. Five (5) contracts within the last three (3) years for similar services is the specified number per the RFP. If the offeror provides more than five (5), the additional contracts may or may not be considered. If the offeror provides less than five (5) they should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement in accordance with Paragraph L-11 VOLUME I – TECHNICAL/MANAGEMENT PROPOSAL of the RFP.

Q17. Paragraph 3.3(a) of the SOW indicates the contractor is required to purchase gasoline, propane, and diesel engine fuel. Is this fuel reimbursed under CLIN 0002?

A17. Yes, fuel purchased by the contractor is reimbursable under CLIN 0002.

8. All other terms and conditions remain unchanged.

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary  
of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: CBA-2004-2273  
Revision No.: 0  
Date Of Last Revision: 8/11/2004

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State: District of Columbia

Area: Statewide

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Employed on Naval Research Laboratory (NRL) contract for Transportation Equipment Management, Operation and Maintenance of Transportation Equipment.

Collective Bargaining Agreement between contractor: Government Contracting Resources, Inc., and union: Teamsters Union Local 639, effective 7/1/2002 through 6/30/2005.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**COLLECTIVE BARGAINING AGREEMENT**

between

**GOVERNMENT CONTRACTING RESOURCES, INC.**

and

**DRIVERS, CHAUFFEURS AND HELPERS  
LOCAL UNION #639**

affiliated with the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JULY 1, 2002**

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## AGREEMENT

This Agreement made and entered into this 1st day of July, 2002 by and between Government Contracting Resources, INC. (hereinafter referred to as the "Employer" or the "Company") and TEAMSTERS LOCAL UNION #639, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union"), as representatives of its employees located at the Naval Research Laboratory, Washington, DC, in the mutual interests of the employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the parties to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement.

### ARTICLE I RECOGNITION

The Employer recognizes and acknowledges that the Local Union is the sole and exclusive representative of all employees in the classifications of work as certified in the petition for the purposes of collective bargaining as provided by the National Labor Relations Act. The employee classifications covered by this Agreement are all occupations listed, per NLRB certification, in Appendix "A" and employed by the Employer at the Naval Research Laboratory, Washington, DC, but excluding all other employees, office clerical employees, professional employees and supervisors as defined in the Act.

### ARTICLE 2 SUCCESSORSHIP

The provisions of this Agreement shall be binding upon the Union and the successors and assignees of the Company in the event of a merger, consolidation or similar transaction involving the Company.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 1

The management of the Company and the direction of the work force are vested exclusively with the Company. All functions of management not specifically limited by the express language of this Agreement are retained by the Company.

#### Section 2

The Company retains all powers, rights and responsibilities and authority to operate its business and direct its employees, which belonged to it prior to the Union's certification. Prominent among such rights reserved to and by the Company, but by no means wholly inclusive, are the

sole right to hire, discipline and discharge for just cause, layoff, promote, transfer, determine or change the starting and quitting times, the number of hours worked, promulgate reasonable regulations assign duties to the work force, permanently or temporarily transfer employees as operations require, organize, discontinue, enlarge or reduce a department, function or division, to introduce new or methods of equipment or facilities, and in all respects carry out the ordinary and customary functions of management, whether or not exercised by the Company prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Company and include, but are not limited to, such areas of discretion or policy as the functions and programs of the Company, standards of service, budget, utilization of technology, organizational structure, and selection and direction of personnel. The Company reserves the right to discontinue operations in whole or in part, to transfer, sell or otherwise dispose of its business in whole or in part, to determine the number and type of employees required, and to take such other measures as management may determine to be necessary to the orderly and economical operation of the Company.

### Section 3

The Company may make use of employees in a casual or temporary capacity. Such employees would not be required to join the Union until they had worked, or were expected to work in excess of 30 days.

### Section 4

The above set forth management rights are by way of example but not by way of limitation.

## ARTICLE 4 HARMONIOUS RELATIONS

In their institutional relationships, the Company and the Union pledge themselves:

- a. To abide by all procedures mutually agreed upon.
- b. To give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Company and the Union.
- c. On the part of the Union to discipline any Union Steward and on the part of the Company to discipline any foreman or other of its representatives who shall conduct themselves in such manner as to bring upon the Union or the Company, respectively, the proper reproach of the other that it has violated any of the terms of the Agreement.

**ARTICLE 5  
NON-DISCRIMINATION**

Section 1

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

Section 2

It is the principle implicit in the relationships of the Company and the Union that no employee or applicant for employment will be discriminated against because of such individual's race, age, color, religion, sex, sexual preference or national origin.

**ARTICLE 6  
UNION SECURITY AND CHECKOFF**

Section 1 -- Union Security

Effective May 1, 1999

All present employees who are members of the Union on the effective date of this subsection or on the date of the execution of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the effective date of this subsection or the execution date of this Agreement, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 2

The Company shall have the right to assume that all employees in the unit are members of the Union in good standing unless notified to the contrary by the Union.

Section 3

The Company will terminate, within one month after receipt of notice from the Union, the service of any employee who is delinquent in the payment of Union initiation fees or dues unless within such month the employee cures this delinquency. If the Company shall believe that the discharge of any employee declared by the Union to be delinquent might violate the rights of such employee under any federal or state statute or subject the Company to a charge of discrimination for violation of the rights of such employee, it shall so notify the Union, in which

event it shall not be required to discharge said employee until the propriety of such discharge shall have been determined pursuant to the grievance procedure.

#### Section 4

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

#### Section 5

It is understood between the parties that the Union will have equal opportunity with all other sources to refer suitable candidates for employment.

#### Section 6

It is agreed that the Company shall deduct from the wages and make payable to the Union the initiation fees and current monthly dues of the Union for those employees in the unit who have given the Employer a duly executed and lawful written assignment for such purposes. Such forms will be provided by the Union to the employees. Completed forms will be submitted through the Project Manager to the Home office.

#### Section 7

Initiation fees shall be deducted from the first paycheck of the employee after the Company's receipt of said written assignment to the extent practicable. Current monthly dues shall be deducted and forwarded to the Union monthly. Fees and dues will be invoiced by the Union to the Company. The invoice will include the employee's name, social security number, date hired, initiation fee, dues and amount to be deducted.

#### Section 8

The Union will levy only those initiation fees and dues, which are authorized or permitted by the Constitution and Bylaws applicable to the Union and in the manner provided therein. The Company shall be entitled to rely upon compliance by the Union with this provision, and the Union shall save the Company harmless with respect thereto.

#### Section 9

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

#### Section 10-- DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. Such elections will remain in force for one year unless

cancelled by the employee. Only one election per year is permitted. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

## ARTICLE 7 STEWARDS

### Section 1

The Union shall appoint or elect a Steward and designated alternate and shall notify the Company of the selection.

### Section 2

The Steward shall be permitted to spend such reasonable amount of time, without loss of pay, as may be necessary to process grievances and at such steps of the grievance procedure as called for participation by him. Before leaving his job to adjust and process grievances, as set forth above the Steward shall request permission from the Project Manager. Such permission shall be granted, provided it does not retard or interfere with operations or create a hazardous condition or cause the Company to incur additional costs. The alternate Steward shall be governed by the same principles and shall assume the Steward's responsibilities only in the Steward's absence.

### Section 3

The Steward shall be permitted to transmit such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information are of a routine nature and do not involve work stoppages, slowdowns, the refusal to handle goods, a strike or any other interference with the Company's business.

### Section 4

The Steward shall be the last employee to be laid off provided the Steward is qualified to perform the work available, but in no case shall the Steward be discharged or laid off without prior discussion with a Union representative as to the reasons for such discharge or layoff.

### Section 5

The Steward shall not be discriminated against for performing the duties of a Steward.

## Section 6

Stewards shall be permitted to investigate, present and process grievances on or, if appropriate, off the property of the Employer, without loss of pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. However, no compensation will be paid in excess of the normal work schedule for time spent discussing or investigating grievances or other Union matters, unless specifically and mutually agreed to.

## ARTICLE 8 BULLETIN BOARDS

The Union may post notices on authorized government-provided bulletin boards. All such notices are to be confined to official business of the Union.

## ARTICLE 9 INSPECTION PRIVILEGES

The Business Agent or other authorized Union representative shall be permitted, subject to governmental security regulations, to enter the facility, when necessary, upon application to the Company Project Manager.

## ARTICLE 10 ABSENCE

### Section 1-- Time Off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided two (2) weeks' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employers operation due to lack of available work force. The Union will provide qualified replacements, if requested to do so by the Employer.

## ARTICLE 11 HOURS OF WORK

The workday shall consist of twenty-four (24) consecutive hours beginning with the time that the employee is scheduled to start work. Whenever the Expression "consecutive hours of work" appears in this Agreement, it shall mean consecutive hours of work except for unpaid meal periods. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning with Saturday and ending with Friday. The work schedule shall consist of forty (40) hours of five (5) eight (8) hour days, normally Monday to Friday, inclusive. The Employer retains the right to schedule workweeks other than Monday through Friday when considered necessary to accomplish required work. Normally, the two (2) days off each week will be

consecutive. The number of hours to be worked and/or to be paid for are covered in Articles 12 and 13. Each employee will be granted a lunch break of a minimum of thirty (30) minutes, without pay, to be taken as close to the normal meal period as possible in consideration of operational requirements.

## ARTICLE 12 REPORTING TIME

### Section 1

Except in cases of fire, flood, winter storm or similar circumstances beyond the Company's control, when a regular full time employee so assigned reports for work on a regularly scheduled first or second shift or scheduled overtime shift without having been previously notified not to report, the employee shall be given at least four (4) hours of work, or if no such work is available, the employee shall be given four (4) hours of pay at his rate applicable to the hours he would otherwise have worked.

When a Seasonal or Temporary employee so assigned reports for work on a regularly scheduled first or second shift or scheduled overtime shift without having been previously notified not to report, the employee shall be given at least two (2) hours of work, or if no such work is available, the employee shall be given two (2) hours of pay at his rate applicable to the hours he would otherwise have worked.

An employee who, at the request of the Company, reports for work before his normal starting time may be sent home early to offset the payment of overtime.

An employee who requests to leave on his own accord will be paid premium pay for only those hours worked in excess of forty (40) hours in one (1) week.

### Section 2

For the purposes of the foregoing Section 1, an employee shall be considered to have been requested to report on his regular shift unless:

1. An authorized Company representative notifies the employee to the contrary by personal conversation or telephone or telegraphed message delivered to the employee personally or to the employee's last known address as shown by Company records (a) on the previous calendar day if the employee is a first-shift employee or (b) at least three (3) hours before the employees scheduled starting time the same day if the employee is a second or third-shift employee; or
2. The Company causes or attempts to cause radio announcements to be made of work cancellation due to fire, flood or similar circumstances beyond the Company's control, in accordance with a schedule of such announcements posted from time to time on Company bulletin boards and/or published in the Company newspaper.

Section 3

Any employee who is ordered to work on their first or second scheduled day off or on a holiday, accepts and reports at the time specified shall be guaranteed at least four (4) hours (regular full time), or two (2) hours (seasonal or temporary) of work or pay, at the applicable rate of pay.

Section 4

In the event the Employer determines it is necessary to close all or part of the activity due to adverse weather or closing/reducing of activity by the government for its own reasons, then the employees will be expected to utilize vacation time or time off without pay. An example of this expected slowdown by the government is the holiday period at the end of each calendar year.

ARTICLE 13  
OVERTIME

Section 1

Overtime pay at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate shall be paid for work performed in excess of forty (40) hours worked in any workweek, or forty (40) hours paid in a holiday week.

Section 2

There shall be no duplication or pyramiding of overtime payments.

Section 4

Rest periods will not be designated by this Agreement but will be given to the employees as appropriate.

Section 5-- Call Back

When an employee is called back to work after he has left the Company's premises at the completion of his shift, the employee shall receive not less than two (2) hours of work at the applicable rate.

ARTICLE 14  
HOLIDAYS

Section 1

The parties recognize the following holidays:

New Year's Day  
Martin Luther King's Birthday

Labor Day  
Columbus Day

George Washington's Birthday  
Memorial Day  
Independence Day  
Inauguration Day

Veterans Day  
Thanksgiving Day  
Christmas Day

Section 2

All employees are entitled to holiday pay.

Section 3

Part time, temporary or casual employees shall receive holiday pay based on the average daily hours worked for the four weeks prior to the week in which the holiday falls. Such employees must be scheduled to work in the holiday week to be eligible for holiday pay.

Section 4

Any employee who performs work on any of the holidays specified shall receive his regular rate for his normal workday plus holiday pay.

ARTICLE 15  
VACATIONS

Section 1

An employee who is in the active employ of the Company (that is, either working, on vacation or on an excused absence of not more than two (2) weeks) on the anniversary date of employment shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
One but less then five	Two (2) weeks of paid vacation.
Five but less then twelve years	Three (3) weeks of paid vacation.
Twelve years plus	Four (4) weeks of paid vacation.

For purposes of this Article:

- a. "Week of Paid Vacation" shall be as defined in the Service Contract Act regulations CFR Part 4.173, which are a part of this contract for the purpose of vacation eligibility.

- b. "Earned Vacation" shall mean vacation vested on the employee anniversary date.
- c. Any employee who has been employed for at least one (1) <sup>or 1/2</sup> or who resigns or is laid off shall be entitled to vacation pay vested on their anniversary date.
- d. Payment for vacation entitlement will be made at the time the vacation is actually taken.
- e. There will be no retroactivity with respect to vacation entitlement. Employees reaching the above annual milestones after the effective date of this contract (10/1/02) will be eligible for the vacation as stated.

## Section 2

Vacations shall be scheduled in advance at a time subject to workload requirements that is convenient to the Company and the employee. If a conflict occurs between employees over the choice of their vacation period, the employee with the greatest seniority shall receive first preference.

## Section 3

Employees who return from military leave of absence during the vacation year shall receive such vacation credit as is required by the provisions of the Selective Service Act of 1940, the Selective Service Act of 1948, the Universal Military Training Act of 1950 or such other federal or state laws as shall be applicable.

## Section 4

Employees released to the Armed Forces and on military leave of absence other than those serving an annual training period shall receive such vacation pay at the time such leave of absence begins.

## Section 6

The legal beneficiary of an employee who dies shall be paid the employee's vested vacation pay in accordance with Section 1 above.

## Section 7

All vacations shall be taken, except as otherwise herein provided, on consecutive days of not less than five (5) days in duration, unless the Company and the employee mutually agree on a different division of the vacation time. If an employee is required by the Company to return from vacation prior to its expiration date, the employee shall be reimbursed for all necessary out-of-pocket expenses in connection with such recall and shall be permitted to take the un-expired portion of his vacation.

## Section 8

The rights to future vacation pay of a rehired employee shall be measured solely by the Service Contract regulations.

Section 9

Employees with two (2) or more weeks vacation are entitled to carry over one (1) week. The carried over week is to be used within six months

ARTICLE 16  
PERSONAL DAYS

This article is effective October 1, 1999

Section 1

Every regular full time employee will be entitled personal days per the following schedule"

Effective 10/01/2002 2 Days

Effective 10/01/2003 3 Days

Section 2

Each personal day shall equal eight (8) hours.

Section 3

Personal days may be used at the discretion of the employee but must be taken in full day (eight hour) increments.

Section 4

Employees may carry over personal days but may not accrue more then ten (10) days of unused time.

Section 5

Unused personal days will be paid to the employees at termination.

ARTICLE 17  
FUNERAL LEAVE

This article is effective October 1, 1999

Section 1

In the event of a death in an employee's immediate family, namely: spouse, children, brothers, sisters, parents, grandparents and parents-in-law, an employee shall be paid in full for time lost from work not to exceed three (3) days. In the event of the death of an employee's grandchild, sister-in-law or brother-in-law, an employee shall be paid in full for time lost from work not to exceed one (1) day.

Section 2

The verification of death and relationship shall be made to the satisfaction of the Company.

Section 3

The Employer will be given notice prior to the employee leaving the job or prior to missing any scheduled work.

ARTICLE 18  
JURY DUTY PAY

This article is effective October 1, 1999

An employee who is required by proper court order or summons to be absent from work in connection with jury duty will be paid their base salary for up to eight (8) hours for each day the employee is absent from work. In order to qualify for such pay, employees called for jury duty will be expected to report for work on those days when their services are not required on the jury and also to return to work when they are excused from jury services early enough to make such action practicable. Employees must also present to the Company a copy of the summons and proof of attendance in court.

ARTICLE 19  
MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

ARTICLE 20  
ADJUSTMENT OF GRIEVANCES

## Section 1

Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed or performed shall be a grievance" under this Agreement. The procedures provided herein shall be the exclusive remedies available to the Company, Union and employees for the adjustment of such grievances.

## Section 2

A grievance not involving discharge shall be without effect unless filed in writing within seven (7) working days from the date the complaining party discovered the facts or should have discovered the facts giving rise to the grievance. All discharge grievances shall be filed within five (5) working days. All grievances must be presented in writing, signed by the grievant and filed with the Project Manager

### Step 1

The Project Manager shall issue a written decision on the grievance within five (5) working days. If such grievance is not settled at that time, then

### Step 2

The grievant shall appeal the decision, in writing with signatures of both the grievant and the Union's Business Agent, to the Company's Chief Operations Officer (COO), or his designee within five (5) working days of issuance of the decision in Step 1. (Discharges start here at Step 2). The COO shall issue a decision within five (5) working days of receipt of the appeal. If such grievance is not settled at that time, then

### Final Step

If the grievance is not disposed of to the satisfaction of the complaining party, the grievance may be appealed to arbitration by written appeal within ten (10) working days of the decision in Step 2.

## Section 3

Failure on the part of any party to follow the time limits set forth above shall mean that the grievance shall be deemed to have been withdrawn or settled, as the case maybe.

## Section 4

Settlement of grievances shall not set precedents nor bind the parties to an interpretation of the Agreement

#### Section 5

Grievances shall be done on non-working time or on working time only when necessary. In any event, there shall be no undue interference with operation of the government contract.

#### Section 6

Presence of the employee or the Shop Steward at any Step in this procedure is not a right as this procedure utilizes written grievances. Should either the Union or the Company request the presence of the employee, Shop Steward or witnesses at Step 3 or the Final Step, then the requesting party shall be responsible for paying any compensation due the requested individual(s) for wages. Generally, grievances will not be processed and settled during normal work hours. No compensation will be paid by the Company for time spent discussing or investigating grievances or other Union matters.

#### Section 7

The Union's Business Manager shall have the right, upon proper written request, to examine time sheets and other records pertaining to the computation of compensation of any individual(s) whose pay is in dispute by a grievance procedure.

### ARTICLE 21 ARBITRATION PROCEDURE

#### Section 1

The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the ten (10) working day period specified in the grievance procedure, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

#### Section 2

In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) working days of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition the American Arbitration Association for a list of five (5) qualified impartial arbitrators. The Union and the Company shall each, alternatively, strike one name, and the last name remaining shall be designated as the arbitrator.

#### Section 3

The arbitrator shall not have the power to add to or in any way modify, alter or expand any of the terms of this Agreement or any Agreement supplemental hereto, and the decision of the arbitrator shall be based upon the provision of this Agreement.

#### Section 4

The impartial arbitrator shall render an award within thirty (30) days after the close of the hearing, and the parties agree to comply with any award rendered under the terms of this Agreement within ten (10) working days after such award is rendered.

#### Section 5

Each party shall bear its own expense with respect to the preparation and the presentation of the matter to the impartial arbitrator, and both parties shall bear equally the expense of the arbitrator proper, including the fee, if any, of the arbitrator. As provided for in the grievance Step procedures, wages for employees including the grievant, Shop Steward and/or witnesses shall be paid by the Company or the Union, depending upon who called the employee to present evidence.

### ARTICLE 22 DISCHARGE OR SUSPENSION

#### Section 1

The Employer shall not discharge nor suspend any employee without just cause. In the case of loss of driving license, the Employer will attempt to provide a substitute job. However, if this is not possible, the employee may keep seniority for up to one year while suspended. In all cases involving the discharge or suspension of an employee, the Company must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward.

#### Section 2

An employee upon discharge or resignation must be paid in full for all wages owed him by the Employer including earned vacation pay, if any, during the next regular pay cycle and in accordance with state or federal statute.

#### Section 3

A discharged or suspended employee and the company must advise the Local Union in writing, within three (3) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) working days from the date of discharge or suspension.

#### Section 4

All reprimands must be given in writing to the employee. Three reprimands may result in immediate dismissal. Immediate dismissal may result, regardless of the number of prior reprimands, for theft, intoxication on the job, illegal use of alcohol or drug, refusal to obey a direct order not in violation of this contract or law.

- a) Reprimands may be for various infractions
- b) Reprimands will remain in the employee's file
- c) Reprimands over one year old will not count towards disciplinary action

### ARTICLE 23 SENIORITY

#### Section 1

There shall be one (1) regular seniority list. If qualified, seniority shall apply with respect to posted vacancies, vacation and vacation scheduling. Overtime shall not be allotted to the senior employee but shall be distributed fairly and equitably to all employees based on their qualifications, skills, reliability and willingness to help out when needed.

#### Section 2-- Seniority Rank and Posting

Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place, a list of employees arranged according to their seniority. Every twelve (12) months thereafter, the Employer shall post an up-to-date seniority list. Claims for corrections to such list must be made to the Employer in writing, with a copy to the Union, within ten (10) days after posting, and after such time, the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within such ten (10) day period shall be submitted to the Grievance Procedure as established by this Agreement.

#### Section 3

When an applicant is hired, he shall be placed on probation for sixty (60) calendar days. During an employee's probationary period, the terms of this Agreement, except as to hours of work and rates of pay, and except as to the Union security provisions in Article 6, shall not apply and the employee may be discharged without further recourse.

#### Section 4

After sixty (60) days, the employee shall be placed on the regular seniority list and his seniority shall begin on the first day of employment. In case of discharge within the sixty (60) day period, the Employer shall notify the Shop Steward in writing.

#### Section 5

The Union shall be entitled to a seniority list each six (6) months upon request.

#### Section 6-- Loss of Seniority

1. Seniority shall be broken if an employee:
  - a. Is discharged for just cause.
  - b. Voluntarily quits.
  - c. Fails to be recalled because of a lack of work within one (1) year from the date of layoff.
  - d. Fails to respond to notice of recall as specific in this Agreement.
  - e. Fails to return at the conclusion of an authorized leave of absence.
  - f. Absence of three (3) consecutive working days without proper notification to the Company of the reason for absence or in any case fails to report for work as scheduled without such reason.
  
2. Any employee who is absent because of proven illness or injury shall accumulate seniority, provided, however, that the employee must report his availability for work within three (3) days after the termination of such proven illness or injury.

#### Section 7-- Layoff and Recall

Except as provided in Section 8, when it becomes necessary to reduce the work force and all probationary employees have been laid off, then the Company will lay employees off based on seniority and contract/shop need.

In the event of recall, the Company will reinstate employees based on seniority and contract/shop need. Within three (3) calendar days after tender of delivery of the Employer's notice at such address, the employee must notify the Employer by telegraph, registered or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within such seven (7) calendar day period. In the event the employee fails to comply with the above provisions, the employee shall be deemed as to have voluntary quit.

Notwithstanding the above, in the event a regular employee on layoff accepts a recall to work by telephone and actually returns to work when called, it shall not be necessary that the employee be notified by telegram or mail.

#### Section 8—Seasonal and Temporary Employees

Seniority for Seasonal and Temporary employees will be credited after completion of six (6) months of continuous service. Once a Seasonal or Temporary employee attains six (6) months

of continuous service they shall have priority for recall each successive season. Should a Season or Temporary employee refuse recall they will lose any seniority rights previously earned.

#### ARTICLE 24 UNIFORMS

The Employer agrees that if any employee is required to wear any kind of identification or safety uniform as a condition of his continued employment, such uniform shall be furnished and the Employer free of charge, provided that it is returned in reasonable condition at termination, at the standard required by the Employer. Employees will continue to furnish clothing and equipment required by their trade, such as safety shoes, gloves, static conductive shoes, etc.

#### ARTICLE 25 EXAMINATION AND IDENTIFICATION FEES

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees. Employees shall schedule and complete the medical examination outside scheduled working hours and without pay. The Company will reimburse the employee for any co-pays expended under our group insurance policy for such medical examinations. Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within ten (10) days whose opinion shall be final.

#### ARTICLE 26 AUTOMATION

It is agreed between the parties that the following general principles will govern the handling of such automation questions as may arise during the term of this agreement:

- a. As a general objective, the Company and the Union will attempt to minimize the effect of automation upon the rates of pay or job security of affected employees.
- b. Whenever it may be reasonable and practicable to do so, the Company will attempt to provide training for employees displaced by automation in the order of their seniority in order to give them an opportunity to qualify for available openings.

#### ARTICLE 27 SUB-CONTRACTING

It will be Company policy to avoid, whenever practicable, placing work with outside contractors when to do so would result in the layoff of employees on the active payroll or would result in the failure to call employees already on layoff status and having recall rights.

## ARTICLE 28 TRAINING PROGRAMS

Whenever it is practicable to do so, when the Employer acquires new equipment for which special training is needed, it is agreed that present employees in the bargaining unit shall be afforded the opportunity to be trained and qualified to operation such equipment before a new employee is hired to operate such equipment.

## ARTICLE 29 WAGES AND CLASSIFICATIONS

### Section 1

The classifications and rates of pay applicable to each job classification are set forth in Appendix A attached hereto and made a part hereof.

### Section 2

Rates for new job classifications for which rates of pay are not established by this Agreement and rates for jobs where there is a substantial change in job content of present job assignments shall be established by the Company. The Company shall advise the Union in advance of its intentions with respect to such changes with the view of avoiding a grievance, which might otherwise result from its activities. The employee must make any protest within ten (10) calendar days after an employee has been classified in the new job classification or from the date of the substantial change in job content.

### Section 3

When an employee works in a higher-rated classification, the employee shall receive the higher rate of pay for the period of time the employee actually performs such work. When an employee works in a lower-rated classification, the employee shall receive his regular rate of pay for all such lower-rated work performed.

### Section 4

The assignment of an employee to the performance of work requiring less than the skills of the job classification description of the employee's occupational title shall not furnish a basis for claim on the part of other employees performing corresponding work to be classified under such occupational title.

ARTICLE 30  
COMPENSATION CLAUSE

The Employer agrees to promptly file appropriate paperwork regarding on-the job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment. An employee who is injured on the job and is sent home or to a hospital or must obtain medical attention, as required by the Company, shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day, if it is determined by the doctor that the employee is unable to return.

ARTICLE 31  
HEALTH INSURANCE

The Employer agrees to continue to provide all employees with the Group Health program provided to all employees of GCR. The employer will provide the following:

- \$437.00 Effective 10/01/2002  
\$514.00 Effective 10/01/2003  
\$564.00 Effective 10/01/2004

for the employees to purchase benefits. Employees will be required to purchase the employee only package (provided to all GCR employees). Any balance remaining from these funds will be deposited into the employee Lincoln 401(k) plan. The employee will be 100% vested in this money immediately.

ARTICLE 32  
TEAMSTERS LOCAL 639 PENSION TRUST

The only agreement between the Employer and the Union, parties to this Agreement, regarding pension benefits for employees covered by this agreement is as follows:

1. The Employer agrees to contribute to the Teamsters Local 639 Employers Pension Trust for each employee covered by this Agreement on 140 hours per month for each full-time employee for pension benefits:

Effective Rate	<u>Contribution</u>
October 1, 1999	\$1.00 per hour
October 1, 2004	\$1.35 per hour

(a) For the purpose of this Article, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which

contributions are payable (regular hours, excluding overtime hours and holiday hours) Contributions will not exceed 40 hours per work week

(b) Contributions shall be paid on behalf of any employee starting with the employee's thirty-first (31st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees and probationary employees.

(c) The payments to the Pension Trust required above shall be made to the Teamsters Local 639 Employers Pension Trust which was established under an Agreement and Declaration of Trust dated November 18, 1981. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as though it had actually signed the same.

2 The Employer hereby irrevocably designates as its representatives on the Board of Trustees such trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3 All contributions shall be made at such time and in such manner as the parties agree, and the Trustees shall have the authority to have an independent accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Trust.

4. If the Employer fails to make contributions to the Pension Trust within twenty (20) days after the due date, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

5. The pension plan adopted by the Trustees of said Pension Trust shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Trust as a deduction for income tax purposes. The Union shall furnish the Employer with the IRS determination with respect to the qualified status of the Pension Trust, Order Section 401 of the Internal Revenue Code and will promptly notify the Employer of any change of said status. The Employer's agreement to contribute to the Pension Trust is expressly conditioned on the qualified status of the Trust.

ARTICLE 33  
PASSENGERS

No driver shall allow anyone, other than employees of the Employer and authorized government employees who are on duty, to ride in his vehicle except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention.

ARTICLE 34  
DEFECTIVE EQUIPMENT  
AND DANGEROUS CONDITIONS OF WORK

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo, which is hauled or handled. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operation condition and receives no consideration from the Employer, the employee shall take the matter up with the officer of the Union who will take the matter up with the Employer.

ARTICLE 35  
NO STRIKE, NO LOCKOUT

Section 1

The Union and its officials agree that during the life of this Agreement it shall not cause and shall not authorize nor sanction nor assist its members in taking part in any strike, walkout, sit-down, work stoppage, slowdown or any curtailment of work or restriction of production or interference with production of the Company. The Company agrees that during the life of this Agreement it will not lockout the employees.

## Section 2

In the event the Shop Steward or any employee has taken or participated in unauthorized strike action, slowdown or work stoppage in violation of this Agreement, the Employer shall have the authority to properly discipline, including discharge.

## ARTICLE 36 EMERGENCY REOPENING

In the event of war, declaration or emergency or imposition or economic controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiations of matters dealing with wages and hours. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations, within sixty (60) days thereafter, either party shall be permitted to support its request for revisions. If governmental approval of revisions shall become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

Adjustment in wages and benefits will be paid to employees upon approval of the Department of Labor and issuance of a contract modification by the US Navy incorporating these changes and establishing compensation to the Company.

## ARTICLE 37 JOB BIDDING

### Section 1

A list of permanent job openings giving job title and hourly rate will be posted by the Company's Project Manager. Unless otherwise noted, postings will remain open for three (3) days. Interested employees must file an Application for Change within the allotted time. In the event there are no qualified applicants for an opening, the Company will utilize other candidate sources to fill the position and agrees to give the Union equal opportunity to provide qualified applicants

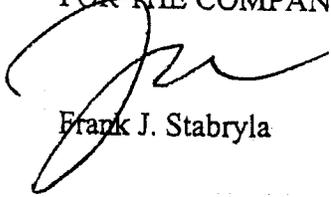
### Section 2

Any new employee and/or recently promoted or transferred employee is required to complete ninety (90) workdays of satisfactory service before being eligible to submit an Application for Change. In the event that there are no qualified applicants for a position, positions will then become open to all hourly employees, regardless of length of time in their current position.

ARTICLE 38  
DURATION OF AGREEMENT

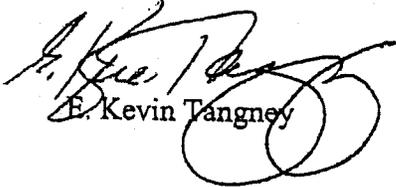
This Agreement will remain in force and effect through June 30, 2005. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter.

FOR THE COMPANY



Frank J. Stabryla

COO, GCR, Inc.



E. Kevin Tangney

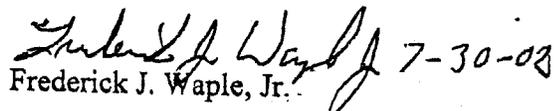
Consultant

THE UNION



Thomas E. Ratliff

Business Agent, Teamsters Local 639



Frederick J. Waple, Jr.

Shop Steward

**APPENDIX A  
WAGES**

<b>OCCUPATION</b>	<b>10/01/02</b>	<b>10/01/03</b>	<b>10/01/04</b>
ASSISTANT GROUNDS KEEPER	\$12.95	\$13.98	\$14.48
GARDENER	\$11.95	\$12.98	\$13.48
LABORER, GROUNDS MAINTENANCE	\$ 9.37	\$10.19	\$10.69
LIGHT TRUCK DRIVER	\$11.55	\$11.78	\$12.28
MEDIUM TRUCK DRIVER	\$14.68	\$14.97	\$15.47
HEAVY TRUCK DRIVER	\$17.20	\$17.52	\$18.02
TRACTOR TRAILER DRIVER	\$18.40	\$18.75	\$19.25
DISPATCHER	\$15.04	\$15.39	\$15.89
MOTOR VEHICLE MECHANIC	\$20.06	\$20.41	\$20.91
HEAVY EQUIPMENT MECHANIC	\$20.66	\$21.01	\$21.51
VEHICLE CLEANER	\$ 8.64	\$ 9.44	\$ 9.94