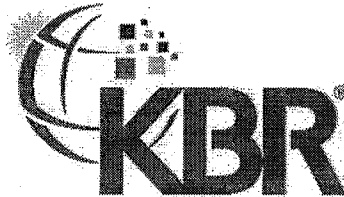


KBR TECHNICAL SERVICES, INC.



AND

TEAMSTERS LOCAL 166



LOGCAP V– COLLECTIVE BARGAINING AGREEMENT

NATIONAL TRAINING CENTER

FORT IRWIN, CA

1 January 2024 – 31 December 2026



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PREAMBLE

This Agreement is made and entered into this 1st day of January 2024 by and between KBR Technical Services, Inc. (hereinafter referred to as the Company) and Teamsters Union Local No. 166 (hereinafter referred to as the Union).

ARTICLE 01.00.00 INTENT AND PURPOSE

01.01.00 It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as related to the government contract covered by this Agreement.

01.02.00 Further it is the intent of the Parties to secure maximum efficiency of the operation and maximum production of the employees; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions.

01.03.00 It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a fair and prompt grievance procedure for the peaceful settlement of employee grievances, and to provide that there shall be no interruption and impeding of operations during the term of this Agreement.

ARTICLE 02.00.00 MANAGEMENT RIGHTS

02.01.00 Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively all of its Common Law rights to manage the business. The sole and exclusive rights of management which are not specifically abridged by this Agreement shall include but are not limited to its right to determine the existence or nonexistence of facts which are the basis of a management decision; to determine prices of products and services, levels of service, volume of production, methods of financing; to drop a service or product line; to sell or lease the business or modify policies, practices or procedures; to determine and from time to time re-determine the number, location, relocation and types of its operation, and the methods, materials, equipment and facilities to be employed; to discontinue services or operations or to discontinue the performance of such services or operations by employees of the Company; to utilize suppliers and subcontractors; to determine the number of hours

per day or per week services or operations shall be carried on; to select and to determine the number and qualifications of persons to be employed or assigned specific jobs; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the fact of lack of work; to make and enforce reasonable rules for the maintenance of discipline, security and safety; to suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the business.

02.02.00 The foregoing enumeration of the Company's rights shall not be deemed to exclude other pre-existing rights which do not conflict with the provisions of this Agreement and nothing in this Article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management, including the right to make such agreements and enter into such agreements as may be necessary to the successful operation of its business.

02.03.00 The management rights expressed in Articles 02.01.00 and 02.02.00 above shall not be deemed to limit any rights of the Union contained in this Agreement.

02.04.00 All predecessor contractor past practices and all past practices prior to the date of this Agreement are hereby null and void and shall not constitute a precedent in the enforcement of the terms and conditions set forth in this Agreement.

ARTICLE 03.00.00 UNION RECOGNITION

03.01.00 The Company recognizes the Union as the sole and exclusive representative for the purpose of Collective Bargaining with regard to wages, hours, and terms and conditions of employment in accordance with Section 9(a) of the National Labor Relations Act, as amended, for Full-Time and Part-Time hourly employees of the Company, employed at the Fort Irwin Project on Task Order number W52P1J-19-F-0396 and its successor contracts.

Included: All nonexempt production and maintenance employees; all hourly Computer Operators certified on 16 November 1988 in NLRB Case #31-RC-6459; and all Leads, and all classifications listed in Appendix A of this Agreement.

Excluded: All other employees, Confidential Secretaries, Division Managers' Secretaries, all Human Resources employees, Industrial Security Officers, Purchasing Agents, salaried Systems Analysts, salaried Software Specialists, Professional Employees, Guards and Supervisors as defined in the Act.

ARTICLE 04.00.00 UNION SECURITY

04.01.00 Current employees and those hired after the execution of this Agreement shall, immediately following thirty (30) calendar days from the employee's date of hire, or the effective date of this Agreement, whichever is later, as a condition of continued employment, elect to either: (1) become a member of the Union in good standing by paying the Union's initiation fee and monthly dues and other charges pursuant to the Local Union bylaws; (2) pay uniform initiation fees and monthly dues, and choose not to become a Union member; (3) become a Service Fee Payer and pay a percentage of the initiation fee and monthly dues, based on the amount of the Union's collective bargaining expenditures in relation to the Union's total expenditures ("Service Fee"). A Service Fee Payer is not a Union member as referenced to in Appendix "B".

04.01.01 If an employee's employment is interrupted due to temporary layoff or Leave of Absence for more than a calendar month, the Union will be notified so that the employee may be placed on honorable withdrawal from the Union. When the employee returns to work, the Union will be notified so that the employee may be placed on active status.

04.01.02 The Company, upon written request of the Union Business Representative, shall provide to the Union the status of employees for the purpose of reconciling the employee's membership status.

04.02.00 No employee shall be considered as having failed to maintain the employee's membership so long as the employee regularly tenders uniform periodic monthly dues and/or uniform initiation fee, if required, or applicable service fee to the Union. The Company need not terminate any employee for failure to maintain membership hereunder unless the employee fails or refuses to cure the dues delinquency within ten (10) days after the Union has given the Company a written notice by registered mail requesting such termination. Before sending the Company such request, the employee shall first be given notice in writing by the Union to pay the delinquent dues and/or initiation fee. A copy of such notice shall be sent to the Company.

04.03.00 After the hire of any new employee, the Company shall notify the Union in writing of the employee's name, social security number, address, date of hire, location of employment, classification and rate of pay.

04.04.00 The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this

Article including the reasonable costs of any defense made necessary by any such liability, claim, suit or dispute.

ARTICLE 05.00.00 CHECK OFF

- 05.01.00** The Company will check off employee's monthly dues, initiation fees and assessments each as designated by the Union, as membership dues, on the basis of individually signed voluntary check-off authorization cards on forms as shown in Appendix B and according to the terms as set forth in the deduction authorization. Any employee desiring to have such deductions must sign a proper form authorizing such deduction from the employee's pay. Such a written authorization may be revoked by the employee by written notice to the Company and the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable Collective Bargaining Agreement, whichever occurs sooner.
- 05.02.00** In case any employee does not have the total amount of any deduction, or more, due the Union on any payroll from which deductions are made in respect of other such employees, the deduction shall be made out of the next succeeding payroll upon which such employee has the total amount, or more, due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishments and deductions required by law to be made by the Company shall have priority over deductions for Union dues.
- 05.03.00** Upon receipt of an employee's signed authorization form, the Company shall deduct the initiation fee and membership dues from the first paycheck of each calendar month. The Company will promptly remit these dues, initiation fees and assessments to the Union no later than the twentieth (20th) of each month in which it is taken. The Company transmittal of monthly dues and initiation fees shall include the names for which deductions are made. The Union shall indemnify, defend and hold the Company harmless against any and all claims or liabilities arising out of the administration of this Article.
- 05.03.01** The Union will provide the Company a billing statement by the twenty-fifth (25th) of each month for deductions to be taken in the current month.
- 05.04.00** The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with this Article including the reasonable costs of any defense made necessary by such liability, claim, suit or dispute.
- 05.05.00** The authorization for deduction of check-off of dues is shown in Appendix "B".

05.06.00 Union dues shall be in accordance with the Teamsters International Union Constitution and Local 166 Union By Laws which require that the union dues be set at two and a half (2.5) times the hourly rate, rounded to the nearest dollar, per month. Union Dues shall be adjusted each year sixty (60) calendar days after the annual Appendix A raise goes into effect.

ARTICLE 06.00.00 SHOP STEWARDS/VISITATION

06.01.00 The Company agrees to recognize the Stewards and Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards and Chief Steward shall be in that number required by the Union to assure each employee in the Unit ready access to a Steward. It is agreed that this objective can be achieved by having no more than one (1) Steward per forty (40) bargaining unit employees and the placement of the Stewards shall be consistent with this ratio exclusive of second (2nd) and third (3rd) shifts. As needed, the Parties will meet and discuss staffing levels and Steward placement.

06.02.00 For the purposes outlined above, the Union agrees to supply the Company in writing, and shall maintain with the Company on a current basis, a complete list of all Union Stewards and the Chief Steward. The Company will provide this information to each first level Supervisor/Foreman having authority over employees covered by this Agreement. A current list of Shop Stewards may be posted on union bulletin boards.

06.03.00 Subject to other provisions of this Article, reasonable and necessary time off during work hours shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the employees in the Unit and will not unreasonably interfere with assigned duties. Furthermore, the Union will ensure that Stewards engage only in those activities that are authorized by this Agreement or appropriate regulations.

06.03.01 Shop Stewards shall be allowed to attend an onsite Shop Stewards meeting during working hours, without loss of pay, once every two (2) months not to exceed two (2) hours per meeting. In addition, the Stewards or other employees shall be allowed to attend a Labor-Management Meeting during working hours, without loss of pay, once every three (3) months or as agreed to by the Company and the Union. The Union agrees that there shall be no other organized Union meetings conducted on the Company's property except with the expressed permission of the Project Manager. This shall not prevent the Union Representative from performing required duties at the workplace. Sufficient time shall be allowed for the processing of grievances under Article 26.00.00 without loss of regular straight time pay by the steward(s) and the aggrieved employee(s) involved.

06.04.00 Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has a complaint or grievance may discuss the matter with the employee's Shop Steward. Steward/Employee discussions can take place forty-five (45) minutes prior to meal break and/or forty-five (45) minutes prior to end of shift. Time outside of this timeframe may be requested due to extraordinary circumstances. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruptions of workflow. When the Steward or an employee finds it necessary to discuss a problem or Labor-Management disagreement with a Unit employee(s) and/or management official, the Steward and/or employee shall request permission to leave from their Supervisor/Foreman. Upon entering the work area of another Supervisor's responsibility, the Steward and/or employee will notify the Supervisor/Foreman of the shop they are entering before attempting to make contact with any employee. In each instance, the Supervisor/Foreman's permission will be granted unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor/Foreman will establish an alternate time at which the Shop Steward can contact the employee(s).

06.05.00 Subject to operational requirements, official time for the Union's Steward(s) to attend training sessions will ordinarily be granted, not to exceed sixteen (16) hours per calendar year. The Union will notify the Company in writing, at least fourteen (14) calendar days before any scheduled training, and not more than four (4) Stewards shall be absent for training at any one time. The Company will excuse a Steward from work to attend Arbitration proceedings.

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

06.06.01 To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance for which the employee desires a Steward to be present.

06.06.02 To investigate a complaint or grievance before presentation to the appropriate Supervisor/Foreman.

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

06.06.04 To meet with an appropriate Manager/Supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

- 06.07.00** Shop Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event a Shop Steward has taken unauthorized strike action, slow down, work stoppage, or other actions in violation of this Agreement. Any such disciplinary action shall be subject to the grievance and Arbitration procedure defined herein. Should the Company prove the individual(s) did participate in such action in violation of this provision, the disciplinary action shall not be altered. Should the Company fail to prove the individual(s) participated in such acts; the Arbitrator shall be empowered to make the individual(s) "whole", if warranted.
- 06.08.00** It is agreed that the Company shall not be required to pay an employee for any time that the employee is taken away from work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.
- 06.09.00** The Shop Steward shall be an employee of the Company, selected from among those employees whom the Steward represents. The area of jurisdiction shall be determined by mutual agreement of the Company and the Union.
- 06.09.01** The Union may appoint a Steward to act as an Alternate Steward to represent employees in areas not represented by a Steward at any given time, and to assist other Stewards.
- 06.10.00** An employee with five (5) or more years of seniority while serving as a Shop Steward shall not be laid off or permanently transferred from the Shop Steward's area of jurisdiction, or shift, so long as other employees remain in the Steward's job title, and in the area of jurisdiction and on the shift for which the employee is designated as Steward. The Steward shall not be transferred for any reason except as otherwise provided for herein if other qualified employees are available unless the Union agrees to such transfer.
- 06.11.00** The Shop Steward shall respond to and adjust employee initiated verbal or written complaints, or grievances occurring under the Steward's jurisdiction as provided for in the Grievance Procedure. There shall be no solicitation of complaints or grievances.
- 06.12.00** Subject to existing security regulations, the authorized Business Representative(s) of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures, and ascertaining whether or not this Agreement is being observed. Before doing so the Business Representative(s) shall report to the Human Resources Office or Project Management, who shall permit said Representative(s) to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations.

06.13.00 The Union agrees to supply the Company, in writing signed by its authorized representative, with the name, official title and term of office for any and all representatives designated by it for the purpose of monitoring or administering terms and conditions of this Agreement, and those members shall serve at the pleasure of the Executive Officer of the Local Union. Elections of any Shop Steward shall be advisory only. The Company shall not be bound to recognize anyone not so represented. During approved time off for dispute resolution or contract administration, the stewards are permitted to use their personal cell phones to contact other stewards.

ARTICLE 07.00.00 NO STRIKE - NO LOCKOUT

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

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

07.01.02 Neither the Union, its officers, agents nor members shall authorize, encourage, or sanction any strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interrupt or interfere with any of the operations of the Company for any reason including an alleged Unfair Labor Practice.

07.01.03 No rules, customs, or practices shall be permitted which limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices.

07.01.04 Any employee or employees, individually or collectively, who shall cause or take part in any violation of this Article or any activities prohibited by this Article may be immediately discharged or subject to other disciplinary action as the Company may unilaterally consider appropriate.

(a) Any such disciplinary action shall be subject to the grievance and Arbitration procedure defined herein. Should the Company prove the individual(s) did participate in such action, in violation of this provision, the disciplinary action shall not be altered. Should the Company fail to prove the individual(s) participated in such acts, the Arbitrator shall be empowered to make the individual(s) whole, if warranted.

07.01.05 In the event of a violation of this Article, the Union, its officers, agents and members agree that it will use its best effort to end such prohibited conduct, utilizing every possible means to include but not be limited to:

- (a) Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- (b) Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
- (c) Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

07.01.06 Violation of this Article and any resulting liability shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other coercive activity against any other contractor, or because the employees covered by this Agreement engaged in any form of conduct prohibited by this Article in support of or in sympathy with the employees of any other employer who may be engaged in a strike or other form of coercive activity at these locations.

07.02.00 So long as the Union is complying with the provisions of this Article, the Company agrees that it will not engage in any lockout of its employees.

ARTICLE 08.00.00 GOVERNMENT SECURITY/ RESPONSIBILITY

08.01.00 The Parties hereto jointly recognize that the Company is a contractor to the U. S. Department of the Army, Fort Irwin, and must comply with the security requirements and directives of its Contracting Officer. Should the Fort Irwin Contracting Officer and/or any other authorized representative of the Armed Forces direct that any employee(s) be removed from any or all work for the contractor on this contract, such employee's employment will be terminated. If the government's direction is reversed within twelve (12) months of the employee's termination, the employee will be eligible to be reinstated to employment to a vacant position for which the employee is qualified and shall retain the employee's original seniority date. The employee will be eligible for reinstatement for one year following the employee's removal, but in any event for a period of no less than six (6) months following the reversal of the removal. If the employee declines an offer of reinstatement, the employee's reinstatement rights shall terminate. The Company's compliance with those directives shall not be subject to the Grievance Procedure except as to the fact of the action having been taken at the direction of the Fort Irwin Contracting Officer and/or any other authorized representative of the Armed Forces.

- 08.02.00** In the event, however, that a review, duly made by the appropriate governmental authority, shall result in a reversal of the original ruling, the employee shall be permitted to displace a less senior employee in the job classification from which the employee was removed in accordance with the employee's accumulated seniority, in accordance with Article 24.00.00. Such employee shall not receive payment for wages or benefits lost during the period of removal from the classified work.
- 08.03.00** The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.
- 08.04.00** The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to fully meet its obligations as a contractor. Nothing in this Agreement is intended nor will any provision of this Agreement prevent the Company from fully meeting its obligations and responsibilities as a contractor. The Union fully recognizes that from time to time the Government may impose various legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules and regulations as may be promulgated or imposed by the Government.
- 08.05.00** It is further understood that if a security clearance is required in order to perform such work in the job classifications covered by this Bargaining Unit, that such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by the Department of Defense or any other authorized and appropriate agency of the United States Government. A denial or withdrawal of such clearance by such governmental agency shall be grounds for reassignment to available non-classified work for which the employee is qualified. If no such work is available, the employee shall be laid off in accordance with Article 24.00.00.

ARTICLE 09.00.00 TRIAL PERIOD/ SENIORITY

- 09.01.00** After the ratification of this Agreement, new employees and those hired after a break in continuous service, regardless of classification, shall be considered on trial status until they have completed one hundred and twenty (120) calendar days of employment from the date of hire ("Trial Period"). Employees who are hired as a result of a transfer of work at the Fort Irwin base to the Company shall be considered on Trial Status until they have

completed thirty (30) calendar days of employment with the Company from the date of hire. Time spent on any statutory mandated leave will not count towards the completion of the trial status of the employee. The Company may lay-off or discharge such trial status employee(s) and such action shall not be reviewable through the Grievance Procedure. Completion of said "trial period" shall not provide or imply that the employee(s) may not be laid off or terminated for just cause.

09.02.00 Bargaining Unit seniority shall accrue from the date of employment as provided in Article 09.02.01 below.

09.02.01 Each employee shall accumulate seniority for all continuous service with the Company in a position covered by this Agreement (bargaining unit position) and also in the following situations:

- (a) When an employee moves with the employee's work on the project to another contractor on the project and subsequently returns to the Company on the project as a result of a subsequent movement of his work;
- (b) Pursuant to the reinstatement provisions in section 24.04.00;
- (c) If an employee works for the Company on the project in a non-bargaining unit position, he will have an adjusted seniority date with non-bargaining unit service time subtracted provided that in no case shall such seniority be dated earlier than October 1, 1981; or
- (d) If the Company hires an employee from a subcontractor or the prime contractor on this government contract, or vice versa, and the employee experiences no break in service on the government contract, the employee shall retain such employee's bargaining unit seniority date.

09.03.00 A seniority list shall be posted by the Company by January 10th, April 10th, July 10th and October 10th of each year and shall set forth each employee's seniority date and job classification.

09.04.00 Employees hereunder shall have a period of fourteen (14) calendar days after posting of the seniority lists to protest, in writing, to Human Resources, an error in the list. If the protest is confirmed, a corrected list will be published after the fourteen (14) calendar days. If such protest is not made within fourteen (14) calendar days, the seniority list will stand as posted until the following posting at which time it will be corrected, provided the Company has been informed in writing of the error, if any. Employees on an approved absence, shall have fourteen (14) calendar days from the date of return from such absence to protest.

09.05.00 Seniority of an employee will be broken under the following conditions and the employee's employment with the Company will be terminated:

09.05.01 Discharge for just cause.

- 09.05.02** Resignation. (Unless the resignation is due to the circumstances described in Article 09.02.01(d), in which case seniority remains unbroken.)
 - 09.05.03** Failure to respond to recall notification within the time frame established within Article 24.06.00.
 - 09.05.04** Failure to be recalled from layoff within one (1) year after such layoff.
 - 09.05.05** Failure to report for work upon expiration of an approved Leave of Absence.
 - 09.05.06** Accepting other employment while on approved Leave of Absence without prior permission by the Company.
 - 09.05.07** Unexcused absence from work for a period of three (3) consecutive workdays as provided in this Agreement.
 - 09.05.08** In accordance with prevailing California Law; or, two (2) years after the commencement of a leave of absence in compensable injury and legal occupational disease cases whichever is earlier.
- 09.06.00** In the event two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) social security numbers shall be considered as having the least seniority for tie breaking purposes.
 - 09.07.00** All Bargaining Unit employees hired after the ratification of this Agreement who voluntarily accept and work any non-Union position outside of the Bargaining Unit shall forfeit all accrued Bargaining Unit seniority after a six (6) months absence from the Bargaining Unit.
 - 09.08.00** Any employees who were not hired on the start-up of Contract in May 2017, and who were subsequently hired by the Company within one (1) year, shall have their original bargaining-unit seniority reinstated.

ARTICLE 10.00.00 MANAGEMENT/SUPERVISORS

- 10.01.00** Due to the complexity of the systems needed to support the Government mission, certain specialized functions may cause some work overlap in Supervision and work performed by employees covered by this Agreement. Any Bargaining Unit work performed by management or non-bargaining unit personnel will be restricted to those requirements beyond the capability and technical expertise of Bargaining Unit employees.
- 10.02.0 0** It is understood and agreed that Supervisory personnel or non-bargaining unit personnel may perform work of employees covered by the Agreement under the following conditions:

- 10.02.01 For the purpose of instructing and training employees.
- 10.02.02 Under emergency conditions.
- 10.02.03 When an employee fails to report to work and other qualified employees are not immediately available.
- 10.02.04 In order to prevent injury to employees or damage to property.
- 10.02.05 In circumstances which Bargaining Unit employees lack the technical ability to perform the work required.

ARTICLE 11.00.00 HOURS OF WORK

- 11.01.00 No provision of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week. Employees shall not be required to utilize Vacation or Paid Personal Leave time in lieu of a reduction in force.
- 11.02.00 Eight (8) consecutive hours or ten (10) consecutive hours, as set forth in Article 11.03.00, exclusive of a lunch period of no less than thirty (30) consecutive minutes nor more than one (1) hour, shall constitute a standard work shift.
- 11.03.00 The workweek shall consist of seven (7) consecutive days. The Company has the right to set the work week; and employees and the Union will be given a twenty-one (21) calendar day written notice prior to such change.
 - (a) The Company may establish work schedules consisting of five (5) eight (8) hour workdays and two (2) consecutive days off.
 - (1) the employee's first (1st) day off in a work week is considered the sixth (6th) day and the second (2nd) day off is considered the seventh (7th) day.
 - (b) The Company may establish work schedules consisting of four (4) ten (10) hour workdays and three (3) days off, two (2) of which must be consecutive.
 - (1) The employee's first (1st) consecutive day off in a workweek shall be considered the sixth (6th) day in the workweek and the second consecutive day off is considered the seventh (7th) day, and the non-consecutive day off shall be considered the fifth (5th) day.
 - (2) When an employee has three (3) consecutive days off, the second (2nd) consecutive day off shall be considered the sixth (6th) day and the third (3rd) consecutive day off shall be considered the seventh (7th) day of the workweek.

11.04.00 Regular work shifts for purposes of shift premiums, shall be established as follows:

- (a) The first (day) regular shift will begin between 0400 hrs. and 1059 hrs.
- (b) The second (afternoon) regular shift will begin between 1100 hrs. and 1959 hrs.
- (c) The third (night) regular shift will begin between 2000 hrs. and 0359 hrs.

11.05.00 A non-regular work schedule is defined as follows:

- (a) When scheduled for a five (5) day work schedule, as defined in Article 11.03.00, with other than Saturday or Sunday as one of the two (2) scheduled days off.
- (b) When scheduled for a four (4) day work schedule, as defined in Article 11.03.00 with other than Saturday or Sunday as one (1) of the two (2) consecutive days off.

11.06.00 Whenever shift start time changes or work schedule changes are made seven (7) calendar days before the beginning of the workweek as defined in Article 11.03.00 above, such affected employees shall receive no additional compensation.

11.06.01 In the event the Company, not the employee, mandates a change to an employee's scheduled workweek and as a result of that change the affected employee is then scheduled to work more than five (5) workdays in a row for an employee on a prior four (4) day ten (10) hour schedule, and more than six (6) workdays in a row for an employee on a prior five (5) day eight (8) hour schedule, the employee shall be compensated for all days worked in the first week of the new schedule at the overtime premium for those days as if they were worked in the prior week's work schedule.

11.06.02 In the event shift start time changes or work schedule changes are not made seven (7) calendar days before the beginning of the employee's workweek as defined in Article 11.03.00, the employee shall be compensated for all hours worked outside the employee's previously established shift or work schedule at one and one-half (1 and ½) times the employee's hourly rate of pay, except in the event that the shift start time changes or work schedule changes are not made at the beginning of the employee's workweek when such changes are occasioned by climatic conditions and the specific task to be completed.

- 11.06.03** All shift start time changes or work schedule changes shall be posted by the Company in the areas affected in accordance with Article 11.06.00 above. The Company shall furnish a copy of the notice to the Chief Shop Steward.
- 11.07.00** The Company shall permit a ten (10) minute rest period during each half of the work shift, which may be taken without loss of pay. When climatic conditions warrant and operational requirements permit, management may direct additional rest periods without loss of pay. The Company shall permit a ten (10) minute rest period at the end of the shift prior to the commencement of scheduled or unscheduled overtime.
- 11.08.00** If a Full-Time employee reports for work on a regularly scheduled work day in accordance with instructions, the employee shall receive a minimum of half the employee's scheduled hours at that day's base rate. When said employee performs any work, said employee shall be guaranteed the employee's normal scheduled shift of work. If a Full Time employee reports for and works on a non-regular work day, the employee will be guaranteed six (6) hours of pay. Employees who work more than six (6) hours will be guaranteed eight (8) hours of pay. Employees who work a four by ten (4 x 10) schedule and work more than eight (8) hours will be guaranteed ten (10) hours of pay.
- 11.08.01** Report time will not apply in case of emergency shut-downs arising out of any condition beyond the Company's control. An employee who leaves work of the employee's own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to a verified industrial injury will be paid for the balance of the employee's shift at the employee's base rate.
- 11.08.02** An employee recalled to work after completing the employee's regular shift is to be paid the appropriate overtime rate for the time worked and reasonable travel time, provided that the employee shall be paid no less than four (4) hours. The employee is guaranteed four (4) hours of work to be entitled to the four (4) hours of pay. Should the employee request to leave earlier than the four (4) hours, the employee will only receive pay for the actual time worked. The travel pay guarantee time shall be paid at straight time.

ARTICLE 12.00.00 OVERTIME

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

12.02.00

It is understood and agreed that the Company reserves the right to require employees covered hereby to perform a reasonable amount of overtime work in order to meet Government contract requirements. When such overtime is required, the Company will make every effort to notify the employee(s) immediately upon learning of the overtime requirement.

12.02.01

- (a) The Company will attempt to meet its daily overtime requirements on a voluntary basis by seniority among the employees present in the classification, on that shift, in the Shop where the employees perform the work on a straight time basis. The Company will attempt to meet its overtime requirements for Saturdays, Sundays and Holidays, on a voluntary basis by seniority among the employees in the classification, on that shift, in the Shop, who normally perform the work on a straight time basis.
- (b) Employees volunteering to work overtime must sign their specific overtime roster displayed in the Branch / Shop office. The posted roster shall include the next six (6) consecutive calendar days and shall indicate the days on which the company anticipates that notice of overtime will not be provided until the day the overtime is worked (short notice overtime). The posted rosters shall include spaces for the employee(s) printed name, seniority date, telephone number and signature. The overtime roster shall remain posted until 1300 hrs. (2000 hrs. for second shifts) the day prior to the workday the overtime is required for the section. All entries must be clearly legible. In signing the overtime roster, an employee is committing to work any overtime for that day's overtime assignment. If the Branch/Shop is closed on a weekend, then the overtime roster for that Branch/Shop shall be closed at the end of the employee's Friday shift.
- (c) For short notice overtime (same day), if the company is unable to fulfill its requirements from the appropriate overtime roster, it will seek volunteers before applying sub-paragraph 12.02.01(e). In signing an overtime roster, the employee is committing to work short notice overtime and understands that he is responsible for providing his own transportation.
- (d) When overtime is necessary in the Shop, the Supervisor/Foreman will assign the most senior employee(s) from the appropriate roster. If there are insufficient volunteers, the least senior employee(s) in the classification, in the section, on that shift, will be assigned. If additional employees are still needed to fulfill the overtime requirement, the

Supervisor/Foreman will assign by seniority the overtime to employees, in the classification, on that shift, signed up on the Generic overtime roster. If the Company is forced to go to another classification in the Shop to fulfill the overtime requirement, the Lead position(s) of the needed classification will be considered first. If an employee has not signed up on the appropriate overtime roster, the employee shall have no claim to the overtime.

- (e) The least senior employee present shall be forced on a daily basis.
- (f) The least senior employee who normally performs the work on a straight time basis shall be forced for "Saturdays", "Sundays" and "Holidays".
- (g) The Company shall assign overtime and notify or if necessary call employee(s) on the overtime roster by seniority in accordance with (c) above. When available, a Union Steward shall be present and verify any phone calls made from the overtime roster. If a Union Steward is not available, the Company shall utilize a Bargaining Unit person to verify any phone calls. Messages will not be left on answering machines, with family members or friends. Unless verbal contact with the employee is attained by a Supervisor, said employee shall not be eligible for that overtime.
- (h) Any employee who is temporarily assigned to another shop or section shall be eligible for overtime in the shop or section the employee was temporarily assigned to for that day. The temporarily assigned employee shall be allowed to sign the employee's regular shop, section, or classification's overtime roster in case the employee is released back to the employee's original area. If returned to the employee's regular shop, section or classification, the employee will only compete for overtime in the employee's regular shop and section.
- (i) For the purposes of this Article, a shift shall be defined as a period of time from the employee's scheduled start time to the end of the employee's scheduled eight (8) or ten (10) hours.
- (j) For the purposes of this article, it is understood and agreed that overtime can be worked prior to the start of a work shift as well as after a work shift. In this case, an employee's shift premium will not be interrupted.
- (k) When the Company decides to terminate the work day early on an overtime day, the Company will solicit volunteers by seniority for the early

departure. If there are insufficient volunteers, the least senior employee(s) shall be selected for the early departure.

- (l) The Company may remove an employee from the overtime roster if the employee had any unapproved absences or tardiness at any time in the preceding full workweek and any subsequent day(s) preceding the start of overtime. An unapproved absence or tardiness during any overtime shift, for any reason, precludes the employee from working the overtime shift the following day.

12.02.02 It shall not be mandatory that any employee in the Bargaining Unit work more than fourteen (14) consecutive days without two (2) consecutive days of rest. Once an employee has worked fourteen (14) days, the employee is entitled by right to take the next two (2) consecutive days off. The employee has the option to choose any two (2) consecutive days off thereafter and shall be given those two (2) days off so long as both Parties mutually agree to those two (2) days. If the Company and the employee cannot agree on the two (2) alternate days off, the employee shall have the right to take the immediate two (2) days off following the fourteenth (14th) day worked.

12.02.03 Overtime is calculated for hours worked within the workweek. In no event will the calculation of overtime overlap regular workweeks as defined in Article 11.03.00, except as designated in Article 11.06.01.

12.03.00 Overtime shall be paid on the following basis for employees who are assigned to a five (5) day eight (8) hour schedule:

12.03.01 For hours worked in excess of eight (8) in a day (excluding one (1) hour or one-half (1/2) hour for lunch) at one and one-half (1 and ½) times the employee's hourly rate.

12.03.02 For hours worked in excess of forty (40) non-overtime hours in a workweek, at one and one-half (1 and ½) times the employee's normal regular hourly rate. Hours paid for paid personal leave, holidays, vacation, bereavement leave, military leave, medical appointments scheduled by the Company during working hours for Worker's Compensation, jury duty and time spent in Arbitrations for a Steward shall be considered as time worked. Only those holidays occurring on an employee's regularly scheduled work day shall be considered as time worked for overtime eligibility.

12.03.03 For hours worked on the seventh (7th) day in the workweek (second (2nd) regularly scheduled day off) at two (2) times the hourly rate, provided the employee has not

had an unauthorized absence during the employee's regular work schedule for that workweek.

- 12.03.04** For hours worked in excess of a twelve (12) hour continuous period (excluding one (1) hour or one-half (1/2) hour for lunch) at two (2) times the employee's hourly rate.
- 12.04.00** Overtime shall be paid on the following basis for employees who are assigned to a four (4) day ten (10) hour workweek schedule:

 - 12.04.01** For hours worked in excess of ten (10) in a day (excluding one (1) hour or one-half (1/2) hour for lunch) at one and one-half (1 and ½) times the employee's hourly rate.
 - 12.04.02** Hours worked in excess of forty (40) non-overtime hours in a workweek, shall be paid at one and one-half (1 and ½) times the hourly rate. Hours paid for sick leave, holidays, vacation, bereavement leave, military leave, medical appointments scheduled by the Company during working hours for Worker's Compensation, jury duty and time spent in Arbitrations for a Steward shall be considered as time worked. Only those holidays occurring on an employee's regularly scheduled work day shall be considered as time worked for overtime eligibility.
 - 12.04.03** All hours worked in excess of twelve (12) hours (excluding one (1) hour or one-half (½) hour for lunch) in any one day, or fifty (50) non-daily overtime hours in any workweek or on the seventh (7th) day of the workweek (third (3rd) regularly scheduled day off) shall be paid at two (2) times the employee's hourly rate, provided the employee has not had an unauthorized absence during the employee's regular schedule for that workweek.
- 12.05.00** No overtime shall be worked except by direction of the proper Supervisory personnel of the Company.
- 12.06.00** There shall be no pyramiding of overtime premium payments.
- 12.07.00** Any employee who has worked overtime, either scheduled or unscheduled, during the workweek shall not have the employee's regular work schedule altered for the balance of the workweek for the sole purpose of avoiding the payment of additional overtime. However, this provision shall in no way be interpreted as being any guarantee of hours of work. No employee shall be permitted to change shifts or otherwise alter the employee's work schedule by the employee's own request in a manner whereby the payment of overtime would be required.

ARTICLE 13.00.00 WAGE RULES

13.01.00 The Company shall pay the scale of wages included in Appendix "A" made a part hereof.

ARTICLE 14.00.00 PREMIUM PAY

14.01.00 A shift differential premium of thirty-five cents (\$.35) per hour will be paid to employees working on the second (2nd) shift as defined in Article 11.04.00(b).

14.02.00 A shift differential premium of forty-five cents (\$.45) per hour will be paid to employees working on the third (3rd) shift as defined in Article 11.04.00(c).

14.03.00 With respect to the second (2nd) "afternoon" and the third (3rd) "night" shift, shift differential premiums shall be determined by the employee's start time in the workday as defined in Articles 11.04.00 (b) and (c).

14.03.01 For the purpose of payment of shift premiums, an employee who is required to report to work earlier than the employee's regularly scheduled start time in any workday, as defined in Articles 11.04.00 (b) and (c), shall not suffer a loss of shift premium.

14.04.00 A shift differential premium of forty cents (\$.40) per hour will be paid to employees working a rotating shift schedule. A rotating shift schedule is defined as a schedule where the employee is assigned to regularly work two (2) or more different full shifts ("day," "afternoon" and/or "night") within a workweek as defined in Article 11.04.00.

14.05.00 Shift differential premiums will be paid for any overtime hours worked provided an employee is otherwise qualified for premium payment in accordance with Articles 14.01.00, 14.02.00 or 14.04.00 above.

14.06.00 An employee working a non-regular workweek shall receive a premium of twenty-five cents (\$.25) per hour.

14.07.00 Ammunition Handler and Lead Ammunition Handler classification employees shall receive an eight percent (8%) differential in addition to their base rate for all hours worked in the Ammunition Supply Point.

14.08.00 Bargaining unit members may volunteer for additional duties (Designated Competent Person and/or Safety Committee Member) within the work site which qualify for premium pay. The Company reserves the right to appoint any bargaining unit employees that volunteered. Seniority and/or best qualified as stipulated elsewhere in the CBA does not apply. Multiple bargaining unit employees may be appointed per work site at the same

time. The Company may revoke the appointment for any reason. The Company may decide to perform some or all the additional duties without seeking bargaining unit assistance. Bargaining unit members selected for this premium pay will be appointed in writing by the Company. The appointment memorandum will outline the additional duty responsibilities. Appointed employees shall receive prior Company approval before working additional duties.

14.08.01. An employee working as a Designated Competent Person shall receive a premium of three dollars (\$3.00) per hour only when performing the duties of Designated Competent Person.

14.08.02. An employee working as a Safety Committee Member shall receive a premium of three dollars (\$3.00) per hour only when performing the duties of Safety Committee Member.

ARTICLE 15.00.00 HOLIDAYS

15.01.00 The following twelve(12) days are designated as Holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous Peoples Day

Veteran's Day

Thanksgiving Day

Christmas Day

Floating Holiday

In addition to these Holidays, employees shall be granted, subject to the approval of the Contracting Officer, any Holiday that may hereinafter be established by an Act of Congress of the United States or by

Proclamation of the President of the United States.

- 15.01.01** The Floating Holiday referred to in this Article shall be requested at least seven (7) calendar days in advance by the employee to be taken at a time mutually convenient to the employee and the Company. The employee may request to take a regularly scheduled workday as a Floating Holiday. The Company shall not unreasonably refuse to agree to a time that is convenient to the employee. If the request cannot be agreed to, the Company shall agree to a mutually acceptable alternate day within the following thirty (30) calendar days. Once the employee and the Company agree to a time mutually convenient, the time selected for the Holiday should not be changed unless unforeseen operational requirements are present. If the employee is not permitted to schedule an alternate date within a thirty (30) calendar period, the employee will be paid at the holiday rate for the floating holiday.
- 15.01.02** Except as provided in 15.01.01, the Floating Holiday set forth in 15.01.00 for a given calendar year must be taken prior to December 31 of that given calendar year.
- 15.02.00** In order to be eligible for Holiday pay, an employee must have met all of the following:
- (a) Have completed thirty (30) calendar days of employment.
 - (b) Be in the active employment of the Company on the date of the Holiday (i.e., not on Leave of Absence for any reason, or layoff).
 - (c) Had no unauthorized unpaid absence on the scheduled workday immediately preceding or immediately following the Holiday.
 - (d) Worked the employee's regularly scheduled work shift on the Holiday, if scheduled to do so, unless prevented from doing so by legitimate compelling reasons.
 - (e) Exception to these requirements is: if the employee can furnish proof, within two (2) working days, that because of illness the employee was unable to work on either of such shifts.
- 15.03.00** For purposes of determining eligibility for Holiday pay, paid time off, excluding paid time off under the Company's group insurance plan, shall be considered as time worked.
- 15.04.00** It is understood and agreed that the Company reserves the right to require employees to work on a Holiday. When an employee is required to work on a Holiday, the employee shall receive two (2) times the employee's regular hourly rate of pay for all hours worked.

With respect to employees working a workweek of five (5) eight (8) hour days, Holiday pay (provided Article 15.02.00 (a) thru (e) above are met) shall be paid eight (8) hours at the regular straight time rate as provided in this Article.

15.05.00 Should one of the Holidays authorized by Article 15.01.00 above fall on a regularly scheduled day off, the employee will be paid for this Holiday at the employee's regular straight time rate of pay.

15.06.00 Should any Holiday authorized in Article 15.01.00 above occur on a "Saturday", the preceding "Friday" will be considered the Holiday. Should any Holiday authorized in Article 15.01.00 above occur on a "Sunday", the "Monday" following will be considered the Holiday.

15.06.01 For those employees who regularly work on Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday", in that order, for the purposes of this Article 15.00.00. Should any of the Holidays observed by the Company occur on such a designated "Sunday", the following day shall be considered as a Holiday for such employees. Should any of the Holidays observed by the Company occur on such a designated "Saturday", the preceding day shall be considered as a Holiday for such employees.

15.07.00 With respect to Holidays, employees working a workweek of four (4) ten (10) hour days shall have their "Saturdays" and "Sundays" designated as follows:

15.07.01 When an employee has two (2) consecutive days off, the first (1st) day off shall be considered "Saturday" and the second (2nd) day off shall be considered "Sunday".

15.07.02 When an employee has three (3) consecutive days off, the second (2nd) day off shall be considered "Saturday" and the third (3rd) day off shall be considered "Sunday".

15.07.03 When a Holiday falls on an employee's regularly scheduled day of work, and the employee is not required to work on that day, and the employee's regular scheduled workweek consists of four (4) ten (10) hour days, the employee shall be paid as a Holiday premium, ten (10) hours pay for that day and that shall be considered as ten (10) hours worked for the purpose of computing overtime in that workweek.

15.07.04 Whenever an employee is required to work on a Holiday, the employee shall receive two (2) times the employee's regular hourly rate of pay for all hours worked. In addition, Holiday pay (provided Article 15.02.00 (a) thru (e) above are

met) shall be paid, ten (10) hours at the regular straight time rate as provided in this Article.

- 15.07.05** When a Holiday falls on an employee's regular day of rest, and the employee does not work, the employee shall receive a holiday premium of ten (10) hours of pay (provided Article 15.02.00 (a) thru (e) above are met).
- 15.07.06** In the event a holiday falls on an employee's regular day of rest, and the employee is required to work, the employee shall be paid two (2) times the employee's contract rate of pay for working that day plus a holiday premium of ten (10) hours of pay (provided Article 15.02.00 (a) thru (e) above are met).
- 15.08.00** Part-Time employees are eligible for Holiday pay on a "pro-rata" basis determined by the number of non-overtime hours per week worked over the previous two (2) months as a percentage of forty (40) hours per week.
- 15.08.01** Regular weekly work schedules for Part-Time employees shall not be interrupted due to the occurrence of a Holiday within that workweek. The intent of this provision is to prevent Part-Time employees from being bumped by other Part-Time employees from working their regularly scheduled workday.
- 15.09.00** Employees with twenty years of employment through and including twenty-fourth (24th) year the employee shall be allowed one (1) Floating Holiday in addition to the Floating Holiday set forth in 15.01.00. Said additional Floating Holidays will be added to the employee's holiday balance at the start of the year in which the employee completes 20 years of employment and must be taken under the terms of Article 15.01.01 and must be taken within the calendar year in which they are earned.
- 15.10.00** After completion of the employee's twenty-fifth (25th) year of employment, and each subsequent year thereafter, the employee shall be allowed two (2) Floating Holidays in addition to the Floating Holiday set forth in 15.01.00. Said additional Floating Holidays will be added to the employee's holiday balance at the start of the year in which the employee completes the 25th anniversary and must be taken under the terms of Article 15.01.01 and must be taken within the calendar year in which they are earned.
- 15.11.00** After Completion of the twentieth (20th) year of employment employee(s) shall be given one (1) longevity day. After completion of the twenty-fifth (25th) year of employment employee(s) shall be given one (1) longevity day. After completion of the thirtieth (30th) year of employment employee(s) shall be given one (1) longevity day. These longevity day(s) must be taken within thirty (30) days of the anniversary date. Longevity day(s) are not floating holiday(s).

ARTICLE 16.00.00 VACATIONS

16.01.00 Each employee covered hereby shall accrue benefits credits as follows:

Continuous Service	Weekly Accrual Rate
Up to 60 months	1.54 hours
60 months but less than 180 months	2.31 hours
180 months or more	3.08 hours

16.02.00 Vacation pay shall be computed at the employee's regular straight time rate at the time of Vacation, and shall be limited to those credits the employee has vested on the date of eligibility for such Vacation. Employees who are in upgrade status shall receive Vacation pay at their upgraded rate of pay for their upgraded classification.

16.03.00 Weekly Vacations must be requested in writing not less than seven (7) days in advance and will, insofar as practicable, be granted as requested by eligible employees. When conflicts in requested periods of Vacation arise, the employee first submitting said Vacation request, in writing, shall be given first preference. When written requests are submitted on the same day, Bargaining Unit seniority shall prevail to the request. Vacation requests for one (1) full day or less must be requested no later than the end of the prior work day's lunch roll call. The Company will endeavor to provide a response to the employee by the end of the employee's shift that day. Vacation requests of more than one (1) day but less than one (1) week must be requested two (2) days in advance.

16.03.01 When an employee puts in a Vacation request for a workweek or more, the Company will respond to the request, in writing, to the requesting employee within three (3) working days (excluding Saturday, Sunday and Holidays). The employee must receive written confirmation of Vacation approval prior to taking the time off work. If the request cannot be agreed to, the Company shall agree to a mutually acceptable alternate period to begin within the following thirty (30) days. Once the employee and the Company agree to a time mutually convenient, the time for the Vacation should not be changed unless unforeseen operational requirements are present.

- 16.04.00** It is understood and agreed that final approval of Vacation requests rests exclusively with the Company to assure orderly operation of the work area. In exercising its approval, the Company shall make its decision on a case-by-case basis.
- 16.05.00** When a Holiday, as defined in this Agreement, falls within the employee's Vacation period, such Holiday hours shall not be charged as Vacation hours.
- 16.06.00** Vacation shall accrue on a credited weekly basis and is available for use as accrued.
- 16.07.00** Employees who terminate employment will be paid all accrued Vacation time.
- 16.08.00** In addition to weekly increments, Vacation credits may be used in hourly increments up to an amount equal to the employee's regular work shift.

ARTICLE 17.00.00 NON-PAID LEAVES OF ABSENCE

- 17.01.00** Limited leaves of absence of up to thirty (30) calendar days, for sufficient cause, may be granted by the Company upon application from employees who have completed their Trial Period. Requests for non-medical leaves of absence must be made in writing and must be submitted to the Human Resources office for processing and approval. Requests for leaves of absence for non-medical reasons after the fact will not be granted except for extreme circumstances.
- 17.01.01** Employees may be granted unpaid leave, in accordance with applicable law and based on operational needs to serve emergency duty as a volunteer firefighter, reserve peace officer and emergency rescue or for training as a volunteer firefighter. If an employee has PPL hours or vacation hours available, the employee may choose to use those hours for this leave; otherwise, the leave will be unpaid.
- 17.02.00** When an employee has been granted a leave of absence for a specified period of time, except for medical reasons beyond the control of the employee, it will be the employee's responsibility to request an extension of such leave at least five (5) working days prior to such expiration if additional time is required.
- 17.03.00** Employees will be eligible for Unpaid Leaves of Absence, subject to the conditions stipulated in this Article, for the reasons stated in the following paragraphs after the completion of the Trial Period except where mandated statutory law applies.
- 17.03.01** A leave of absence for legitimate personal health reasons may be granted to an employee for a period of up to twelve (12) months, including weekends and holidays, after one (1) year of service. Written requests for extensions may be

granted in accordance with applicable law. The beginning of such leaves shall run concurrently with FMLA and CFRA leaves.

- 17.03.02** An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the full release of the employee's personal physician, subject to the approval of the Company and provided work is available. While on leave of absence for personal health reasons, the employee shall notify the Company as to the employee's potential of returning to work following each visit to the physician and shall provide the Company with medical evidence of the employee's continuing disability.
- 17.03.03** Leaves of Absence in compensable injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability in accordance with prevailing California law, or two (2) years whichever is shorter, and seniority will accumulate for the full period of such leave.
- 17.03.04** If an employee has a disability that requires an accommodation in order to perform the essential functions of the employee's job, the Company may provide a reasonable accommodation under the Americans with Disabilities Act (ADA) in accordance with the Company's Reasonable Accommodations for Disabilities Policy.
- 17.03.05** Employees on a leave of absence must exhaust up to 40 hours of PPL before utilizing leave without pay (LWO) that is not pursuant to FMLA or CFRA. This is for non-medical LWO's.
- 17.04.00** When leaves of absence are granted, and the employee returns to work, the employee will be returned to the employee's job. If such job is no longer available, the employee will be reclassified to the most nearly comparable vacant position for which the employee possesses the necessary skill and ability.
- 17.05.00** During such periods of unpaid leave, the employee shall retain and accrue seniority, unless expressly limited by other provisions of this Article.
- 17.06.00** Based on operational requirements, any member of the Union elected or selected to a full-time job on the Local or the International Union may, on written request by the Union, be granted a leave of absence for Union activities for a one (1) year period. Employees on such leave shall retain but not accrue seniority. Not more than one (1) employee shall be on such leave at any one time. The employee on such leave shall not be entitled to any pay or benefits provided for herein.

17.06.01 When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days, such Union member will be given re-employment in accordance with Article 17.04.00.

17.06.02 Leaves of Absence for Union business will be granted to representatives of the Union who are employees of the Company and employees who have been selected by the Union and its representatives not to exceed ten (10) days to attend such functions as conferences, conventions, and Union educational courses, provided ten (10) work days advance notice is given in writing to the Company and the request does not interfere with customer requirements. However, not more than four (4) employees may be on such leave at any one time.

17.07.00 Any member of the Union may, upon written request, be granted a Leave of Absence to pursue and serve in local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority. The employee on such leave of absence shall not be entitled to any pay or benefits provided for herein. If the employee was in a Lead or Inspector position, the employee will be returned to the next lower classification for which the employee meets the current qualifications, as soon as a position becomes available.

ARTICLE 18.00.00 PAID PERSONAL LEAVE

18.01.00 Regular Full-Time employees as defined in Article 30.03.00 who have completed their "trial period" shall be able to take Paid Personal Leave as follows:

Continuous Service	Weekly Accrual Rate
Up to 84 months	1.54 hours
84 months but less than 120 months	1.88 hours
120 months or more	2.04 hours

18.02.00 All weekly accruals of Paid Personal Leave hours shall be credited to the employee's account during the weekly processing of payroll. Paid Personal Leave may be utilized for sickness, injury, or medical appointment, or personal reasons.

- 18.03.00** An employee who is prevented from reporting for work by reason of sickness or injury shall promptly notify the employee's immediate Supervisor of the employee's inability to report for work and give the reason for the absence. When an employee desires to utilize Paid Personal Leave for reasons other than those stated above, such time off should be requested with as much advance notice as possible. Supervisory telephonic notification shall occur no later than 30 minutes before shift begins or as soon as possible under emergency circumstances. For all other circumstances, the employee will request to use PPL for same day use, and the telephone notification requirements above apply. Management may disapprove the same day use of PPL to ensure the Company meets contract performance requirements.
- 18.03.01** Medical absence of three (3) days or more will require medical documentation upon the employee's return to work.
- 18.03.02** In rare occasions, when an employee has medical illness and no PPL is available, the advance notification for vacation use may be waived to allow the employee to use available vacation to cover the requested absence.
- 18.04.00** Paid Personal Leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday. One quarter (.25) of an hour will be the standard increment. Employees who routinely report for work as scheduled; however, on a rare occasion when the employee reports late for work (not more than ten (10) minutes after the scheduled start time), the employee will not be disciplined but will report the tardiness as agreed-upon with management.
- 18.05.00** Paid Personal Leave cannot be taken once the employee has evidenced intent to leave the employ of the Company, unless approved by the Project Manager.
- 18.06.00** Paid Personal Leave shall be considered as time worked for the purpose of computing overtime.
- 18.07.00** Upon termination of employment, employees will be paid for all unused PPL. Management may restrict the use of PPL two (2) weeks prior to a contract change or scheduled termination.
- 18.08.00** For medical absence, the first day must be covered by available PPL; for medical tardiness, the period of tardiness must be covered by available PPL. In the event the employee does not have available PPL to cover the period of medical absence (as prescribed by a licensed physician), the employee may request the use of available vacation to cover the absence.
- 18.09.00** In those instances whereby employees have established a pattern of leave abuse, Management will provide written notice to the employee and the Union. The employee

will be reminded if the pattern continues, the employee could be placed on leave restriction. In those cases, the employee will be required to provide medical documentation to support any period of absence. This documentation, by a licensed medical physician, will include why the employee cannot perform the specific duties of the particular job description (during the period of absence).

18.10.00 If an employee is absent for three (3) days or more, because of illness, the employee shall telephone the employee's supervision as provided in this Article and advise the Supervisor of the expected period of absence due to illness. The employee then shall submit a written document to Human Resources from the treating physician certifying the period of illness upon his return to work.

18.12.00 Employees are responsible for awareness of their current PPL available balance. Each employee shall be responsible for the employee's attendance and being to work at the scheduled time each day.

18.13.00 Tardiness is defined as not being present at the employee's designated roll call in the immediate work area at the start of the shift; unless it has been pre-approved. The employee's designated roll call point and immediate work area may differ depending on the work assignment.

18.14.00 The Union and Management encourages all employees to save sufficient PPL on the books to cover unexpected event(s) that may result in absences and/or tardiness.

ARTICLE 19.00.00 MILITARY LEAVE

19.01.00 Any employee who enters into active service in the Armed Forces of the United States will be given a Leave of Absence for and will accumulate seniority during such period of service. The Parties to this Agreement shall comply with current applicable state and federal legislation concerning military service.

19.02.00 An employee who is called to and performs short term active duty of thirty (30) days or less within a calendar year, including annual active duty training as a member of the United States Armed Forces Reserve or National Guard, shall be paid by the Company the difference between the employee's military rate of pay and the employee's Company rate of pay, exclusive of all premiums. The employee must present a copy of the employee's orders to the Company as soon as the employee receives them. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference may be made.

19.02.01 The Company's obligation to pay an employee for performance of military duty under this Article is limited to a maximum of eighty (80) hours for annual training

and a maximum of eighty (80) hours for weekend drills for regularly scheduled workdays in any calendar year.

ARTICLE 20.00.00 BEREAVEMENT LEAVE

20.01.00 Up to three (3) normally scheduled work days of Bereavement Leave with pay (seven (7) days for multiple deaths), and up to two (2) additional days of unpaid leave will be granted to an employee on the active payroll who, because of death in the employee's immediate family, takes time off from work during the Employee's normal work schedule. Such pay shall be for normal regularly scheduled hours at the employee's regular straight time rate, including shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave will normally be taken within ten (10) days following the death (fourteen (14) days following multiple deaths) but may be delayed for bereavement purposes for up to three (3) months. Extraordinary circumstances will be handled on a case-by-case basis. Proof of such death(s) shall be provided to the Company within seven (7) days after the death.

20.01.01 For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as the employee's: spouse or registered domestic partner, mother, father, mother-in-law, father-in-law, children (including adopted, step and foster), brother or brother-in-law, sister or sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepbrother, stepsister, half-brother, half-sister and parent or child of a registered domestic partner, and any other family member for whom bereavement leave is authorized under California Government Code Section 12945.7.

ARTICLE 21.00.00 JURY DUTY

21.01.00 An employee required to serve on a jury and who misses work shall be paid up to ten (10) juror days if they are an active Full Time employee, and, provided the employee presents the jury summons to Management in advance of the Jury Duty and provided the hours of Jury Duty occur during the individual's regularly scheduled shift or as otherwise provided herein.

21.01.01 Pay for such time lost shall be computed at the employee's regular straight time rate of pay. In no event shall payment be made for Jury Duty performed on the employee's regularly scheduled days off, Holidays, as defined herein, or for any hours in excess of the employee's normal regularly scheduled hours, or in excess of forty (40) hours in any workweek.

21.01.02

To be eligible for payment of Jury service pay, an employee must notify the employee's Supervisor no later than the completion of the employee's regular work shift next following receipt by the employee of such notice or summons. Further, the employee shall be ineligible to receive Jury Duty pay until such time as the employee presents to the Company a statement from an official of the court attesting to the date(s) and time of such Jury Duty service, and the fee or compensation paid to the employee by the court, exclusive of transportation allowances.

- (a) If a first (1st) shift, sometimes known as "day" shift, employee is released by the court by 1100 hrs, the employee shall be required to report to work after release from jury duty. If a "day" shift employee is released by the court after 1100 hrs the employee shall be required to work the employee's next scheduled workday.
- (b) If a second (2nd) or "afternoon" shift employee is released by the court by 1200 hrs, the employee shall be required to work the employee's scheduled shift. If a second (2nd) or "afternoon" shift employee is released by the court after 1200 hrs the employee shall not be required to work the employee's scheduled shift on that day.
- (c) A third (3rd) shift employee shall not be required to work the employee's scheduled shift immediately prior to the employee's first morning of Jury Duty. If a third (3rd) shift employee is released by the court by 1800 hrs and is not scheduled for Jury Duty the following day, the employee shall be required to work the employee's scheduled shift that night. If a third (3rd) shift employee is released by the court after 1800 hrs the employee shall not be required to work the employee's scheduled shift that night. Such employee shall immediately notify the employee's Supervisor of the inability to report for work.

21.02.00

Employees responding to a subpoena as Company witnesses are considered to be on paid time.

ARTICLE 22.00.00 PROMOTIONS/TRANSFERS/TEMPORARY ASSIGNMENTS

22.01.00

Temporary Assignments – In order to provide maximum stability to insure the even flow of operations, the security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign or upgrade employees to areas within such employee's Division/Shop and where not possible, temporarily assign or upgrade employees to other Divisions within the Company as the workload dictates for up to ninety (90) calendar days.

Such temporary assignments or upgrades shall be made in accordance with the provisions of Articles 22.01.01, 22.01.02, and/or 22.01.03. It is agreed that the ninety (90) calendar-day period may be waived by mutual agreement between the Company and the Union. The Company reserves the right to move the workload within the employee's Division/Shop.

- 22.01.01** When a temporary assignment or upgrade is required within a Division/Shop in a given classification, the Company shall offer that assignment or upgrade to the most senior qualified employee in that job classification desiring to work that assignment or upgrade. However, in the event no qualified employee desires to work the assignment or upgrade, it shall be the prerogative of the Company to require the least senior qualified employee(s) to perform that assignment or upgrade. In a temporary assignment situation, if the temporary assignment lasts more than two (2) consecutive workdays and requires overtime, documentation will be created. Copies of such documents will be presented to the Union upon request.
- 22.01.02** Assignments to shifts will be made whenever necessary. Temporary shift assignments, shift start times and work schedules will be made within the Division/Shop in the inverse order of seniority provided there are no senior volunteers and provided the individual has the skill and ability to perform the job duties.
- 22.01.03** When making temporary assignments or upgrades to other Divisions/Shops, the Company shall ask for volunteers by seniority within the classification. Failing enough volunteers, it shall be the prerogative of the Company to require the junior qualified employee(s) to perform the assignment or upgrade.
- 22.01.04** Volunteer Temporary Duty. From time to time, employees may be offered an opportunity to volunteer for temporary duty assignments away from Ft. Irwin that may include domestic and/or international travel. When such opportunities are offered, the US Government will direct the Company as to what qualifications and access requirements are necessary for eligible volunteers, the duration of the need, and the number of volunteers needed. The Company will first request a non-binding showing of interest from volunteers pursuant to a Warning Order, and the Company will inform the Union Business Representative of such request. If the Company receives a Notice to Proceed from the US Government, the Company will post the eligibility criteria and seek volunteers for the temporary duty. In addition to meeting the requirements determined by the US Government, which vary from project to project, eligible employees generally must, at a minimum, be able to perform the work for the duration of the need, be fully vaccinated (as determined on the honor system) for disease risks encountered at the work

location/environment, and have the requisite documentation and eligibility to travel via commercial airline to the project location. A medical physical and/or proof of vaccinations may be required based on the terms of the temporary duty. To the extent that volunteers for the project exceed the number required by the Company to meet the US Government's needs, excess volunteers will be excused from service based on seniority, beginning with the least seniority according to the applicable seniority list under this Agreement. Volunteers shall be solicited by seniority in the classification(s) in the Shop(s) identified in the posted eligibility criteria. Work performed on such temporary duty assignments will be compensated at the employee's regular straight time rate of pay under this Agreement that would otherwise be applicable to such employee's work performed at Fort Irwin, subject to the following modifications: (1) premium pay may be offered as authorized by the US Government and such premium will be communicated at the time volunteers are requested, (2) employees will be paid overtime (including time and one-half or double time, where applicable) in accordance with California law, or the applicable terms of this Agreement, whichever is greater, and (3) the Company will be responsible for travel expenses incurred by volunteering employees consistent with the Joint Federal Travel Regulations, including by providing lodging, rental car transportation (carpooling to be expected), and food allowance included in employee payroll payments. Work assignments while on such temporary duty will be provided based on operational needs, as determined in the sole discretion of the Company pursuant to US Government direction. If work is available on shifts, employees may select their shifts based on the applicable seniority list under this Agreement. Employees performing such temporary duty work will be required to comply with the work rules, including without limitation Appendix E and Appendix F under this Agreement, that would otherwise be applicable to such employee's work performed at Fort Irwin. Additional site-specific rules may be required as determined in the sole discretion of the Company pursuant to US Government direction, and any violation of any of these rules may result in the temporary duty assignment ending and the employee being returned home. For out-of-state assignments, the MUST Trust coverages shall apply just like any other time an employee is outside of California which covers them for "emergencies." Nothing in this Article shall expand or be interpreted to expand the scope of bargaining unit work under this Agreement.

22.01.05

If the Company requires a permanent position within a Division/Shop without increasing personnel, (i.e., moving individuals from shift to shift), that position need not be posted, but shall be offered by seniority within the affected

classification and, failing sufficient volunteers, shall be filled by requiring the junior employee(s) within the classification to fill the position.

22.01.06 When selecting employees for temporary upgrades or temporary assignments to other Shops within the Division/Shop the procedure shall be as follows:

- (a) Upgrade the qualified senior volunteer in the affected Division/Shop.
- (b) If there are no volunteers, the junior qualified employee in the Division/Shop may be required to perform the work.

22.01.07 An employee temporarily upgraded to a job classification assigned a higher rate, shall receive the rate of the higher job classification or continue at the employee's present rate, whichever is greater, and only for the time the employee actually works the upgrade. Upon return to the employee's prior classification, the employee will assume the rate held prior to the temporary assignment. Pay increases relative to such temporary upgrades shall become effective at the time the employee assumes the new assignment.

22.02.00 **Readjustment of Staff** - If the Company requires a permanent position within a Shop/Division without increasing personnel, (i.e. moving individuals from shift to shift), the Company will first offer the position by seniority within the affected classification within the affected Shop/Division.

- (a) This process will occur on Wednesdays, and employees must be present to bid or have submitted a written proxy or have called to have claimed the position. The Company is not required to make any effort beyond notification of employees present to determine whether or not a senior employee desires to move.
- (b) The Company will provide forty-eight (48) hours of intent to fill an existing permanent position, and no other notification of employees is required to determine if a senior employee claims the vacancy.
- (c) Failing sufficient volunteers, it shall be the prerogative of the Company to require the least senior qualified employee(s) within the classification to fill the position.

22.03.00 **Vacant Existing Positions (In House Bid Procedure)** – When a position becomes vacant due to promotion, transfer, reclassification or termination and the Company intends to fill the vacancy, the employees in the affected classification and Shop will have an opportunity to bid for the open position before the position is posted by Human Resources. Bidding will be based on seniority, classification, shift, and the Shop. All shift or schedule changes as a result of this “in house” bidding procedure will not require a seven (7) day notice as described in Section 11.06.00. An employee who is awarded and placed into a job vacancy as a result of this

process, may not bid for another job for a period of six (6) months after having been placed into the job, unless agreed to in writing by both parties. This restriction shall not apply to any employee who is displaced (e.g. reduction in force) from a position under the terms of this agreement. Any employee who has a suspension or final written warning within the last six (6) months, may not bid for an open position unless agreed to in writing by both parties.

22.03.01 Job vacancy announcements will be posted on Division and Shop Bulletin Boards. Bid descriptions shall be secured and available for review in the Shop Office areas upon request. Bidding will be based on qualifications, seniority, classification, shift schedule and the Shop. The Company is not required to make any effort beyond this posting to determine whether or not an employee desires the move.

22.03.02 The senior employee will be allowed to bid for the open position. If the senior employee accepts, another position will become open to which the next senior employee will be allowed to bid and so on until four (4) internal moves are accomplished or until there are no more eligible candidates, whichever is sooner.

22.03.03 When the "in-house" bidding procedure has been completed the Human Resources Office will post the resulting vacant position(s) as described in Article 22.05.00. All personnel within the specified Classification and Shop will be frozen from bidding on that job posting. Once an "in-house" bid is closed, it remains closed until the resulting vacancy is filled.

22.04.00 **Increased Staff and New Positions** – When the Company determines that it needs to increase staffing levels and add permanent positions in the bargaining unit, there is no need to offer the position(s) by seniority within the affected Shop. The position immediately will be posted in accordance with 22.05.00.

22.04.01 Temporary vacancies expected to be of not more than ninety (90) calendar days need not be posted. If the assignment goes past the ninety (90) calendar days or is continually re-assigned the position shall be posted for bid. It is agreed that the ninety (90) calendar day period may be waived by mutual written agreement between the Company and the Union.

22.05.00 **Job Vacancy Posting and Announcements** – When it is determined by the Company that a vacancy in a Bargaining Unit job classification covered hereby exists, and that such vacancy shall be filled, the vacancy announcements will be posted on all Division/Shop bulletin boards and in Human Resources for bidding by employees with Bargaining Unit seniority only. However, entry level positions need not be posted. Such notice shall contain the following information:

(a) Job Classification,

- (b) Division/Shop,
- (c) Specific Initial Shift,
- (d) Qualification Requirements,
- (e) Wage Rate,
- (f) Date and time after which bids will no longer be accepted, and
- (g) Specific workweek schedule.

22.05.01 The vacancies shall be posted and held open for a period of seven (7) calendar days. It is understood and agreed that the Company may, at its option, temporarily fill a job vacancy by assignment during the period from the time the vacancy is posted for bid and the time it is filled.

22.05.02 The Company shall furnish a copy of the job posting at the time of posting to the Chief Steward.

22.05.03 Having posted such vacancy in accordance with the above, there shall be no requirement for the Company to again post such vacancy for a period of sixty (60) calendar days from the prior posting date. If the Employer fills the posted positions, said vacancies must be filled within the sixty (60) calendar day period. Said sixty (60) calendar day period begins from the original date of the posted vacancy. Positions are considered filled at the time an employment offer is accepted in writing. The Company may opt to fill only a portion of the posted number of positions on the posting. However, each successive vacancy shall be posted and bid separately.

22.06.00 **Bid Procedure** – All employees with bargaining unit seniority may bid on any posted vacancy except that an employee may not apply for a lateral (unless mutually agreed-upon between the Union and the Company) or lower rated job classification unless the employee has been in the employee's current classification for a period of eighteen (18) months or more, or as agreed to by the Company and the Union. Lateral or lower-level job bids within a Shop are subject to a six (6) month requirement.

22.06.01 Bids must be in writing to the Human Resources Office, who shall affix thereto the date and time to validate timely filing, with a copy to the Chief Steward or designated representative. After the seven (7) calendar days, the internal posting period closes.

22.06.02 The awardee(s) of a job bid shall meet all of the posted minimum requirements of the vacancy announcement. The senior employee(s) with Bargaining Unit seniority who met the minimum requirements of the job bid shall be awarded the position.

- (a) If there are insufficient applicants who meet minimum requirements of the job posting the Company may award position(s) on the basis of the employee's Bargaining Unit seniority.

- 22.06.03** To avoid conflicts of interest, employees will not be awarded a job when the position would report to, either directly or indirectly, an immediate family member as defined below, or when the position is in the Accounting Office and other immediate family members are in the Bargaining Unit: Spouse or registered domestic partner, mother, father, mother-in-law, father-in-law, children (including adopted, step and foster), brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepbrother, stepsister, half-brother, half-sister and parent or child of a registered domestic partner.
- 22.06.04** If there are no qualified bidders or no bids the Company may fill the opening as it deems appropriate. Entry-level positions need not be posted.
- 22.06.05** The vacancy resulting from internal selection will be identified as "Backfill #1" of the original posting and will be posted as described in 22.05.00 above, and the position(s) will become open for "Internal Bids" and so forth until two (2) internal moves are accomplished. or until there are no more eligible candidates, whichever is sooner.
- 22.06.06** The notice of bid award shall be posted on Company bulletin boards. The Company will notify those who applied, in writing, as to the reasons why they were not selected within five (5) working days after the bid award has been posted.
- 22.07.00** For both In House (per 22.03.00) and internal bids (per 22.06.00), employees on Vacation, PPL, Workers Compensation (provided they can be released to work the assignment by the effective date), disability (provided they can be released to work the assignment by the effective date), etc. may notify their Steward, Supervisor, or Manager of their interest. If an employee is selected for a position through the bid process and is not released to work the assignment by the effective date, the selection will be voided, and the next qualified/senior applicant will be selected. The Company will provide the Union with a copy of bid sheets upon request.
- 22.08.00** When an employee covered hereby is awarded a posted job, and such employee fails to satisfactorily perform the duties thereof within thirty (30) days actually worked, after assuming the position, the employee will be returned to the classification last held prior to award of such promotion provided the classification has not been abolished. Employees so returned shall not be eligible to bid again for the job from which they returned for a period of twelve (12) months.

- 22.08.01** All employees displaced as a result of this Article will be returned to the job last held prior to award of such promotion provided the classification has not been abolished.
- 22.09.00** An employee awarded a job vacancy shall assume the new position and be reclassified to the promoted job classification as of the first (1st) day of work in the new position. Such reclassification shall occur no later than fourteen (14) calendar days after the job is awarded. However, if such assignment cannot be physically made, the employee shall be entitled to the higher rate of pay on the date the assignment should have been made.
- 22.10.00** The Company reserves the right to cancel any posted job bid prior to the successful bidder assuming the duties thereof. Temporary vacancies expected to be of not more than ninety (90) calendar days need not be posted. If the assignment goes past the ninety (90) calendar days or is continually re-assigned the position shall be posted for bid. It is agreed that the ninety (90) calendar day period may be waived by mutual written agreement between the Company and the Union.
- 22.11.00** Nothing in this Agreement shall be construed to prevent an employee from performing work which is below the employee's classification when required to do so by the Company. Such employee shall not suffer a reduction in pay.
- 22.12.00** The Company shall notify the Union of its intention to create a new Shop or to revise any such Shop. Said notice shall be given to the Union in advance of the implementation of such new or revised Shop provided operational requirements permit.
- 22.13.00** The Company shall notify the Union of its intention to modify pre-requisites of posting requirements and qualifications. Notification to the Union shall be given in advance of the implementation of such requirements. There shall not be any modification of pre-requisites of requirements and qualifications for the sole purpose to advantage one employee or employees over another employee.
- 22.14.00** With respect to Technical Inspectors and Lead positions, the Company will consider all bidders on the basis of (a) qualifications, (b) ability to perform the duties of the posted position, and (c) seniority. The Company shall have "pre-qualifying testing" for TI's and Leads every six (6) months (July/December) or more frequently at the Company's sole discretion, and that test score shall be valid for one (1) year. Employees may re-test, on the designated test dates, if they desire to improve their score. If an employee chooses to retest, the score from the retest will be the new score on the order of merit list (OML). Candidates for Technical Inspectors and Maintenance Leads are subject to pre-qualifying testing, which shall consist of both a written test on the content of Army Technical Manual TM 9-8000 and a hands-on test to identify faults on equipment. The Company shall provide these employees taking the written test with a copy of Army Technical Manual TM 9-8000 during the test, and the Manual may be utilized as an

“open book” during the written test and must be returned to the Company upon the conclusion of the test. Candidates for the Ammunition Handler Leads are subject to pre-qualifying testing that will consist of both a written test on the content of applicable US Army DA-PAMs, regulations required by contract, and a hands-on test to determine proficiency in proper receiving, issue, inventory, and identification processes. The purpose is to determine their experiences/abilities to perform the duties of the posted position. To test, employees must meet the minimum qualifications of the “Lead” or “Inspector” position. TIs and Leads may be tested and/or interviewed to determine their experiences/abilities to perform the duties of the posted position. When it is determined that factors (a) and (b) are substantially equal, then and only then shall (c) govern. Technical Inspectors and Leads, upon assuming the duties of the position, will be considered as being on trial status for a period of sixty (60) calendar days.

ARTICLE 23.00.00 NEW OR REVISED JOB CLASSIFICATIONS

23.01.00 The Company shall notify the Union of its intention to create a new Bargaining Unit job classification, which is not now covered under this Agreement, or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such new Bargaining Unit job classification or revision of an existing classification provided operational requirements permit.

23.02.00 The wage rate for such new or revised job classification shall be established by the Company in a reasonable relationship by assessing the job duties to be performed in relation to other job classifications covered by this Agreement. The Union may pursue the wage rate established through the grievance and Arbitration procedure if the Union feels the wage rate established is inappropriate.

ARTICLE 24.00.00 REDUCTION AND RESTORATION OF FORCES

24.01.00 For the purpose of an indefinite layoff i.e., surplus in a classification and/or decreasing the workforce, employees shall be surplus/ laid off as follows:

24.01.01 Senior employees, with a layoff request on file, will be laid off first. Then Trial Period employees in the classification affected shall be terminated, provided there are available senior employees remaining in the classification affected who have the ability to perform the work of the Trial Period employees to be displaced. Thereafter, employees in the affected classification having the least seniority shall be laid off except as set forth in 24.01.02.

24.01.02

Employees who would otherwise be laid off shall, if the employee has the qualifications to perform the work, be allowed to choose one of the following:

- (a) Displace the least senior employee in another classification of equal or comparable pay (within one dollar (\$1.00) below the employee's current 100% pay rate); or
- (b) Displace the least senior employee in the next lower classification provided the employee meets the current qualifications of the position; or
- (c) Displace the least senior employee in any classification the employee previously held, provided the employee meets the current qualifications of the position; or
- (d) Displace the least senior employee in the next lower classification for which the employee is qualified; or (e) "Bump" to a job which is posted for bid under Article 22.00.00, provided the employee meets the current qualifications of the position; or
- (e) Elect a layoff and await recall to any job classification the employee is qualified to perform.

24.01.03

With respect to affected Technical Inspectors, Vehicle Inspectors and Leads, layoffs shall be determined by (a) qualifications, (b) ability to perform the duties of the posted position and (c) seniority. When it is determined that factors (a) and (b) are substantially equal, then and only then (c) shall govern. Thereafter the displaced employee shall follow 24.01.01.

24.01.04

When an employee exercises "bump" rights to a classification because of a layoff or surplus, said employee shall be able to exercise seniority preference for shifts, start times and work schedules.

24.01.05

At the time an employee is given notice of being laid off/ surplus from the employee's classification, the employee must within two (2) working days (excluding Saturdays, Sundays or Holidays) notify the Human Resources Office that the employee(s) wishes to exercise the above listed options or the employee(s) shall be laid off effective the date stated in the layoff notice. An employee's personnel file as it exists, subject to Article 24.01.06, at the time the Company issues the lay-off notice, including on the job experience as shown in the personnel file and the current job description shall be the determining factor. When the affected employee chooses which of the options of Article 24.01.02 (a) through (f) the employee wishes to exercise, the employee shall have a Steward present if the employee wishes.

- 24.01.06** Once an employee is given notice by the Company of layoff intent, said employee shall be given two (2) working days, excluding Saturdays, Sundays and Holidays to update the employee's personnel file.
- 24.02.00** When decreasing the workforce in connection with an indefinite layoff, the Company shall give the least senior employee(s) in the classification to be surpluses and the Union at least seven (7) calendar days notice. The Company may notify affected employees on Leave of Absence or temporarily laid off of an indefinite layoff by certified letter, or other documented and verifiable means sent to the employee's last known address as shown on Company records. An employee actually laid off as a result of being displaced by a more senior employee under Article 24.01.02 is not subject to the seven (7) calendar day notice provision, but will receive two (2) working days notice. The seven (7) calendar day notice provision does not apply if the surplus does not result in forced lay-offs.
- 24.03.00** The Company will assign employee(s) to the classifications in accordance with this Article.
- 24.04.00** When a vacancy exists in the classification from which an employee(s) has been displaced, the employee with the greatest seniority, whether actively employed or on lay off status, shall be offered reinstatement to the employee's former classification without recourse to Article 22.00.00. The intent of this provision is to offer the available positions to those individuals who formerly occupied those positions immediately prior to the reduction of those classifications, by seniority, whether actively employed or on layoff. An employee who elected a layoff may exercise the employee's recall rights to the employee's former job on the same basis as those employees who elected to exercise "bump" rights. Should that employee be unable to perform the work for any reason, the employee shall remain in the job to which the employee has been "bumped" or remain on layoff.
- 24.05.00** An eligible employee who has been laid off under Article 24.01.02 shall be notified of recall to the employee's former job as provided below:
- 24.05.01** For the purpose of recall, all laid off employees shall be recalled on the basis of the employee's seniority provided the employee has the qualifications to perform the work required. An employee's recall rights or seniority shall not be interrupted should the employee decline to return to a lower rated classification from which the employee was laid off.
- 24.05.02** Notification of recall shall be made by the Human Resources Manager by certified letter, or other documented and verifiable means sent to the last known address as shown on the Company records. If the employee is on layoff from employment status, this notification may also be made verbally to the employee, but it must be followed in writing. A copy of each recall notice shall be provided to the Local Union. All forms of recall rights shall expire one (1) year from the date of the actual layoff.

24.06.00 An employee on layoff status shall be deemed to have voluntarily resigned and to have permanently forfeited recall rights under this Article if the employee:

- (a) except for the provision set forth in Article 24.05.01, declines the recall offer in writing; or
- (b) fails to respond to the written notification of recall within ten (10) calendar days of the date of mailing of the notice; or
- (c) fails to report to work within five (5) calendar days of the employee's response thereto unless alternate arrangements are agreed to with the Human Resources Manager.

24.07.00 It is understood that the intent of this Article is that senior Full-Time Employees may "bump" in accordance with Article 24.01.02 to other Full-Time positions or Part-Time positions, if they desire, and senior Part-Time Employees may "bump" to other Part-Time positions.

24.08.00 Failure of the employee to keep the Company advised in writing of the employee's current address shall relieve the Company of all obligations indicated in Articles 24.04.00 and 24.05.00 above.

ARTICLE 25.00.00 DISCHARGE AND DISCIPLINE/ABSENCE FROM WORK

25.01.00 It is understood and agreed that the Company may discipline or discharge employees covered hereby for just cause in accordance with the Company's Discipline Guide that was discussed during negotiations. Should an employee feel such action improper, the employee shall then be extended all the rights and privileges accorded by the Grievance and Arbitration Procedures contained herein provided the employee has completed the Trial Period defined in Article 09.01.00.

25.01.01 Issued discipline shall not remain in effect if it has been found through the Grievance procedure or process to have been unjustifiably issued. Other disciplinary actions issued, with the exceptions as noted below or in the Discipline Guide, shall remain in effect for a period of six (6) months from the date of issuance. Discipline issued for violations of Article 32.03.00 or issues of workplace violence shall remain in effect for the duration of the employee's employment with the Company, provided that after 12 months such discipline may be used only as a basis for subsequent discipline for violations of Article 32.03.00 or workplace violence. Time spent on any leave of absence shall not be calculated in meeting the twelve (12) month requirement referenced above.

- 25.01.02** It is understood and agreed that all disciplines including suspensions and discharges issued to an employee by the Company shall be issued, within fourteen (14) calendar days following knowledge by the Company of the occurrence of the alleged violation and such warning notice is subject to challenge by the Union or employee to whom the notice is issued in accordance with Article 26.00.00.
- 25.01.03** All forms of discipline, including warnings, shall be issued consistently with the offense committed and the individual's prior disciplinary history.
- 25.02.00** An employee shall not leave work without prior permission from the employee's Supervisor/Foreman.
- 25.03.00** Should an employee not have proper cause for failing to report to work, failing to report on time, or failing to report the reason therefore as provided herein, such failure shall be considered cause for disciplinary action. Such discipline shall be applied fairly within the Bargaining Unit in accordance with Appendix "E" and Appendix "F".
- 25.04.00** An employee who is absent from work for a period of three (3) consecutive work days without reporting the reason thereof shall be considered as having resigned without notice (no call/ no show).
- 25.05.00** In cases of layoff, any disciplinary action, dismissal or suspension for just cause, or involuntary resignation, the employee shall be given a copy of the layoff, suspension, disciplinary action or termination of service slip, as the case may be, if the employee is available to be presented with such copy. If the employee is not available, copies of the slip will be sent to the employee at the employee's last known address and to the Union office. The employee shall have the right to appeal the action shown on the slip provided the Union files a written grievance with the designated representative of the Company in accordance with Article 26.00.00.
- 25.06.00** Any discussions or conferences with employees, which may lead to disciplinary action, with respect to that employee, shall take place with a Steward (or the Chief Steward) present if the employee so desires.
- 25.07.00** Failure to follow established safety and environmental procedures, to utilize safety equipment or protective clothing, or to commit unsafe acts are considered cause for disciplinary action up to and including termination, depending upon the severity of the infraction.

ARTICLE 26.00.00 GRIEVANCES

- 26.01.00** It is the intent of the Parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the application or interpretation of the provisions of this Agreement.
- 26.02.00** Pending the settlement of an alleged grievance, the employee(s) shall continue to work as directed by the Company, except for any employee who may be terminated or under disciplinary suspension.
- 26.03.00** Grievances are to be presented and considered in accordance with the terms of this Agreement. (See Articles 26.08.00 and 26.09.00).
- 26.04.00** There shall be no responsibility of the Company to make an adjustment on any grievance unless it is filed within fourteen (14) calendar days from the date the grievant knew or should have known of the event giving rise to the grievance, otherwise it shall be waived. (The day of the violation being day zero forward to the fourteenth (14th) day).
- 26.05.00** It is understood that the time limits specified herein may be extended by mutual agreement of the Parties hereto.
- 26.06.00** Issues not specifically covered by the terms and provisions of this Agreement shall be subject to the Grievance Procedure up to but not including Arbitration. If the Company and the Union are unable to reach agreement in Article 26.10.00, the decision given in Article 26.10.00 by the Company shall be final and binding on both Parties to this Agreement.
- 26.07.00** Verbal- Any matters of contention between employees or the Union, and the Company, shall be initially discussed between the Employee involved, if any, the employee's Steward, and the employee's immediate Supervisor/Foreman. Nothing herein will preclude an employee from discussing any matter with the employee's Supervisor/Foreman. Any settlements agreed to at this informal first step will be on a non-precedent basis subject to Article 26.17.00.
- 26.08.00** Step 1- Shop Supervisor. If the dispute cannot be resolved verbally the aggrieved party(s) may submit a formal written grievance to the Shop Supervisor within fourteen (14) calendar days of the alleged violation date. The formal grievance must be signed off by the Chief Steward or Alternate Chief Steward. The grievance shall contain a detailed statement of the grievance, the facts upon which it is based, the specific Article or Articles of the Agreement allegedly violated and the specific remedy requested. The grievance shall be

filed within fourteen (14) calendar days of the event per Article 26.04.00. The grievance form shall set forth a statement of the grievance including the date and approximate time the event occurred which gave rise to the grievance, the details of the event and a summary of the Articles of the Agreement allegedly violated, and the specific remedy or relief requested and shall be signed by the employee. The Shop Supervisor or designee, the Steward and the grievant, shall meet within five (5) calendar days to discuss a satisfactory remedy.

26.08.01 The Shop Supervisor shall then render a written decision within seven (7) calendar days after discussion with the Steward. The Chief Steward may, at his sole discretion, participate in this meeting.

26.09.00 Step 2(a) - Project Manager. If the dispute is not resolved at 26.08.00, the Project Manager or designee and the Chief Steward shall meet within seven (7) calendar days to discuss a satisfactory remedy. In the event a remedy cannot be agreed upon at this meeting the Chief Steward and Union Business Representative may submit a formal written grievance to the Project Manager within fourteen (14) calendar days after the 2nd Step written response to the Union Business Representative. If such formal grievance is not filed within the time limits specified herein, the Project Manager's decision shall be final and there shall be no further recourse. All communication, decisions and filings referenced in subsections 26.09.00 through Article 27.00.00 may be made electronically.

Step 2(b) –The Ft. Irwin Human Resources Office, the Union Business Representative and the Chief Steward shall meet at a reasonably agreeable time within thirty (30) days of the Project Manager's written response to the Union Business Representative under Step 2(a), to review the grievance(s) that have completed the Step 2(a) process to see if there is a possibility to resolve the grievance(s) prior to the grievance(s) being submitted to Step 3.

26.09.01 Any grievances not resolved at Step 2(b) and all Termination grievances may be filed by the Union Business Representative to the Company's Legal Department for the purpose of filing a formal grievance as set forth in Article 26.09.00 not more than fourteen (14) calendar days from the date of the meeting provided under Step 2(b) or the date of the employee's termination in accordance with Article 26.04.00, as the case may be.

26.10.00 Step 3- Upon formal appeal as outlined above, the Company's Legal Department shall discuss with the Union Business Representative within a reasonable time frame to endeavor to arrive at a satisfactory adjustment of the grievance. The Grievant(s) may be included in this discussion/meeting if the Business Representative or the Company's Legal Department find it necessary. The Company's Legal Department shall render a written

decision within a reasonable time frame of the meeting with the Union Business Representative.

- 26.10.01** In the event that the Parties are unable to resolve the grievance, either Party may then proceed to Arbitration per Article 26.11.00, as long as all three (3) Steps of the procedure have been completed.
- 26.11.00** All of the steps herein established may be waived and the Parties may proceed directly to Arbitration provided that there is mutual agreement between the Parties to proceed directly to Arbitration.
- 26.12.00** A grievance filed by the Company shall be presented to the Union Business Representative. The Company's Legal Department or designee and the Union Business Representative shall discuss/meet within ten (10) calendar days to endeavor to arrive at a satisfactory adjustment to the grievance. The Union Business Representative shall render the written decision within seven (7) calendar days of the meeting with the Company's Legal Department or designee.
- 26.13.00** Any decisions not rendered within the time frames established shall be considered an unsatisfactory response and the Party claiming to be aggrieved may proceed to the next step in the Grievance-Arbitration Procedure.
- 26.14.00** The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either Party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.
- 26.15.00** All settlements of grievances must be reduced to writing and are subject to approval by the Business Representative and authorized Company management
- 26.16.00** The union shall be allowed on occasion, to take non-termination grievances that may arise, first, that are of a serious nature that affect the entire or large areas of the bargaining unit.

ARTICLE 27.00.00 ARBITRATION

- 27.01.00** There shall be no grievances presented to arbitration until all steps of the grievance procedure have been utilized. All such grievances shall be considered finally settled and not subject to arbitration unless either party (the Union or the Company) first serves notice of intention to arbitrate upon the other party during the first thirty (30) working days after the final step of the grievance procedure.
- 27.02.00** If a settlement or adjustment of the dispute cannot be reached, then either of the two

shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names from which the Arbitrator shall be chosen. The names contained on said list shall be stricken in turn until one (1) name remains and that person shall become the Arbitrator. The parties shall alternately strike first. The parties shall select an arbitrator within thirty (30) days of the parties both receiving the list of arbitrators. The parties may agree to mutually bypass this step if they can mutually agree on an arbitrator without using the FMCS list.

27.03.00 The Arbitrator shall not have the power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto or to arbitrate any matter not specifically provided for by this Agreement or arbitrate any new provision into this Agreement. The Arbitrator's authority is to interpret and apply provisions of the Agreement.

27.03.01 Except as provided in the Agreement, in no event shall the Company be penalized or in any way liable for monetary damages prior to thirty (30) calendar days preceding the submission of the grievance to management but in no event prior to the event giving rise to the grievance.

27.03.02 Each party may submit a separate statement of issues it considers in dispute and the Arbitrator shall determine at or after the hearing the issue or issues to be arbitrated. The issue or issues so determined shall be the sole matter to be decided by the Arbitrator.

27.04.00 The parties reserve the right to file post-hearing briefs within thirty (30) days of arbitration. The Arbitrator shall provide a decision within thirty (30) days of receipt of the briefs or the close of the proceedings if the parties waive the right to file post-hearing briefs. The Arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.

27.05.00 The decision of the Arbitrator, within the purview of his/her authority, shall be final and binding on all parties.

27.06.00 The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Each of the parties will assume the expenses of presenting its case including the compensation and other expenses of witnesses called or summoned by it.

27.07.00 All fees and expenses of the Arbitrator shall be split equally between the Parties. Each party shall bear the expense of the presentation of its own case.

ARTICLE 28.00.00 UNIFORMS

- 28.01.00** All employees shall be well groomed, neat in appearance and appropriately dressed for the work to be done and shall follow KBR LOGCAP Program Practice L-0001 – Dress Code policy. Employees will be required to wear the uniforms designated and provided by Company Management. The Company, upon receipt of the uniforms, shall launder said uniforms.
- 28.02.00** Any costs incurred due to an employee decision to change the material, cut, or number of uniforms, will be the sole responsibility of the incurring employee.
- 28.02.01** Employees shall have the option of wearing Company provided short sleeve or long sleeve shirts. Any cost associated with changing uniforms (example: long sleeve to short sleeve) shall be borne by the employee.
- 28.03.00** Employees shall sign a payroll deduction authorization to deduct the cost of uniforms, less depreciation, for each uniform that they fail to return if they should leave the Company for any reason, or if they are promoted or transferred to a position where uniforms are not used.
- 28.04.00** Wearing the Company provided headgear shall be optional, except for health or safety reasons or when the individual is functioning as a line or team chief. "Optional" means the choice of wearing the Company provided or authorized headgear or not to wear the provided headgear.
- 28.05.00** An employee shall, at the employee's own cost, be allowed to wear tee shirts or polo shirts designated by the Company throughout the year in all Divisions of the Company wherever employees are required to work. The Company will designate the style/design of the shirts permitted.
- 28.06.00** Stewards may wear Teamster Local 166 pins to designate their identity as Stewards.
- 28.06.01** Employees shall be allowed to wear a Teamsters Local 166 pin on the collar of their uniform jacket or uniform shirt. On Wednesday of each Labor Day week, employees shall be allowed to wear Teamsters Local 166 shirts.
- 28.07.01** When an employee has not been issued uniforms or uniforms are not returned from the uniform service provider, the employee may wear the employee's own clothing (plain blue or black shirt, plain blue or black pants, plain blue or black jacket/coat/coveralls), in substitution of the missing uniform items until they have been issued or returned to the employee.

ARTICLE 29.00.00 BULLETIN BOARDS

29.01.00 The Union may provide twenty-five (25) Bulletin Boards for use by the Union, one (1) of which may be on the outside of the Human Resources Office reception area, and may be of sufficient size to post Union communications. All notices placed on such Bulletin Boards shall relate solely to official Union business and be signed by an official of the Union or the official's designee. A copy of all such notices shall be submitted to the Human Resources Manager/designee for approval prior to posting except:

- (a) Notices of Union meetings,
- (b) Notices of elections of Union officials and the results of such elections,
- (c) Notices of recreational and social events,
- (d) Standard professionally prepared posters, and
- (e) Teamsters Local No. 166 newsletters.

The number of Bulletin Boards may be changed by written agreement of the Parties.

29.02.00 There shall be no distribution or posting by the Union, or by employees of advertising or political material, notices, or any other kinds of literature on the Company's property other than herein provided.

29.03.00 Company rules and regulations will be posted on Company Bulletin Boards and any new rules and regulations will be effective immediately upon posting. Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders, which are not in conflict with the terms and conditions of this Agreement.

29.04.00 Any worker or Union member who defaces, adds to or writes over any general notices or bulletin, or posts unofficial bulletins or any notices that are racially or sexually or otherwise unlawfully offensive shall be subject to disciplinary action up to and including dismissal.

29.05.00 The Bulletin Boards shall not be used for posting or distributing pamphlets of a political nature of any kind and shall not in any way be used for advertising purposes.

ARTICLE 30.00.00 GROUP INSURANCE

30.01.00 Employees may purchase supplemental life, supplemental accidental death and dismemberment and all risk personal accident insurance by payroll deduction. These benefits shall be available to all Bargaining Unit employees, subject to the same terms and

conditions as the Company's non-union employees working on this federal contract, as such benefits may change from time to time, but currently include the following:

Life and AD&D

Basic Life: 100% Company Paid
Employees may elect \$50,000 or two times their annual base pay up to \$1 million

Basic AD&D: 100% Company Paid
One times annual base pay up to \$1 million

Voluntary Life: Supplemental 100% Employee Paid
Includes Employee, Spousal, and Child Supplemental Options

Voluntary AD&D: Supplemental 100% Employee Paid
Includes Employee and Family Supplemental Options

Supplemental Long-Term Disability: 100% Employee Paid

Employee Assistance Program: 100% Company Paid

Flexible Spending or Limited Flexible Spending Plans: 100% Employee Paid

Surgery Plus: 100% Employee Paid

Other Voluntary Programs:

Legal Program 100% Employee Paid

Critical Illness 100% Employee Paid

Hospitalization 100% Employee Paid

Accident 100% Employee Paid

Company Provided Discount Program Administered Through KBRextras

KBR Service Award Program

Unless expressly provided under this Agreement, Bargaining Unit employees are not eligible for any other Company-provided benefit plans. The benefits provided under this section are governed by benefit plan documents, policies, or other terms and conditions, which shall control the terms and conditions of these benefits. No matter respecting the provision of benefits listed above shall be subject to the Grievance and Arbitration Procedure.

30.02.00 The Company will pay the cost of the California State Disability Insurance except for employees hired on or after February 1, 1993.

30.03.00 Regular Full-Time Employees: For the purpose of Article 30.00.00 a regular Full-Time Employee for whom the Company is required to make monthly contributions is any employee within the Bargaining Unit, as described in Article 03.00.00 of this Agreement, either active or inactive, on the first (1st) day of the calendar month. "Regular Full-Time Employee" is defined as an employee whose regular schedule is at least thirty-two (32) hours per week.

30.03.01 The intent of the phrase "active or inactive" as used in this section is that an employee temporarily absent on the first (1st) day of the month due to such reasons as vacation, excused or unexcused absence, for the first four (4) months of a leave of absence, or illness, and who is not terminated will remain "covered" despite such absence and that contributions will be made on the employee's behalf by the Company. The exception to the four (4) months additional payment is as defined in Articles 17.03.01 and 17.03.03.

30.04.00 Dates of Contribution. The first contribution for a new employee shall be due after the employee has submitted his enrollment election(s) and are eligible for benefit coverages on the date of hire.

30.04.01 All contributions shall be due on the first (1st) day of the calendar month following the payroll month in which the employee worked in which such contribution is due. Any contributions which are received by the Fund later than the twentieth (20th) day of the calendar month in which such contribution is due shall be considered delinquent.

30.04.02 The Parties recognize and acknowledge that the regular and prompt filing of employer reports and the regular and prompt payment of employer contributions to the Fund is essential to the continued maintenance of the Plan and that it is

extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Plan which would result from the failure of any individual employer to make such reports and to pay such monthly contributions in full within the time provided above, Therefore, the amount of damage to the Fund and Plan resulting from the failure to make reports or pay contributions within the time specified above shall be presumed to be (1) the sum of twenty-five dollars (\$25.00) or twenty percent (20%) of the amount of the contribution or contributions whichever is greater for each delinquent report or contribution as liquidated damages; and (2) interest on the delinquent sums due at a rate of interest equal to the prime interest rate charged during the period of delinquency.

30.04.03 These amounts shall become due and payable to the Fund, in addition to any auditing expenses related thereto, upon the day immediately following the date on which the report or the contribution or contributions become delinquent.

30.04.04 Liquidated damages, which represents the projected administrative costs to the Fund in processing and collecting each delinquent report or contribution, shall become due and payable to the Fund upon the day immediately following the date on which the report or contribution or contributions become delinquent and shall be paid in addition to any contribution due. However, the Trustees or their designated representatives, in their discretion, for good cause (and only the Trustees and designated representatives shall have the sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due to the Fund as liquidated damages.

30.05.00 Contribution Rates and Benefits: Effective 1 March 2013, the Company agrees to contribute to the various trusts referenced herein and continue to contribute on behalf of each regular Full-Time Employee to provide for the following benefits: basic hospital and medical coverage for regular Full-Time Employees and eligible dependents under various Teamsters Trust Funds, including life, AD&D, vision care, dental benefits and prescription drugs.

30.05.01 The Company agrees to maintain life insurance on all eligible employees at all times regardless of waiver status as defined in Article 30.10.00.

30.06.00 Program Costs: All costs of the program described above, including administration, shall be borne by the contributions.

30.07.00 Due Dates: Monthly contributions required under Article 30.00.00 shall be due on the first (1st) day of the calendar month and shall be paid no later than the tenth (10th) of the same month.

30.08.00 Trust Documents: The Company and the Union agree to execute the necessary Trust documents required by the Trustees of such Trusts as a condition of participation in the Trusts referred to in Article 30.05.00 above.

30.09.00 Premiums for such benefits are determined from time to time by the Board of Trustees for the various Trusts as described in Article 30.05.00.

(a) If two (2) members of the Bargaining Unit are married to each other only one (1) of the employees is required to maintain coverage. The employee whose birthday is first (1st) in the calendar year will be the primary and the other will be the dependent. The employee contribution will be charged to the employee who enrolls as primary. This election is valid only when both spouses sign the election form. If the dependent and primary employees divorce and the dependent employee continues Full Time employment as a Bargaining Unit member, the dependent employee and eligible dependents must enroll within thirty (30) days of such divorce. If this is not done within thirty (30) days, the dependent employee and eligible dependents must wait until the next open enrollment period.

(b) If two (2) members of any Bargaining Unit are married to each other at any Fort Irwin Project and both are covered under this specific current group insurance with their individual Companies, only one (1) of the employees shall be required to maintain coverage in accordance with the applicable Teamster 166 Collective Bargaining Agreement. The employee whose birthday is first (1st) in the calendar year will be the primary and the other shall be considered the dependent. There shall be no obligation by the Company to make contributions for a dependent as long as the primary employee continues to maintain unbroken coverage. The employee contributions will be charged to the employee who enrolls as the primary. This election is valid only when both spouses sign the election form. If primary coverage ceases, upon immediate-notification to the appropriate Company, the dependent's Company shall immediately, at the first (1st) of the month following discontinuation of coverage by the primary, begin contributions on behalf of the dependent so that there will not be a lapse of coverage benefit. It shall be the responsibility of the covered dependent employee to notify the Company of the cessation of the primary benefit. If the primary and the dependent employees divorce and the dependent employee continues Full Time employment as a Bargaining Unit member, the dependent employee and the eligible dependents must enroll within thirty (30) calendar days of such divorce. If this enrollment is not done within the thirty (30) calendar day window, the dependent employee and eligible dependents must wait until the next open enrollment period.

30.09.01 The Company agrees to make the following contributions to maintain the Health

and Welfare coverage and shall continue to make contributions based on the schedule below:

1 Feb 23	Effective 1 Feb 24	Effective 1 Feb 25	Effective 1 Feb 26
\$2,285.31	\$2,285.31	\$2,285.31	\$2,285.31

30.09.02

The employee will pay the following per month as shown in the below referenced table to the Company to provide for Group Insurance Benefits under the Multi Union Security Trust, including the enhanced mental health, drug and alcohol program.

1 Feb 23	Effective 1 Feb 24	Effective 1 Feb 25	Effective 1 Feb 26
\$134	\$134	\$134	\$134

The employee must pay the employee's share whether actively at work or on an approved leave of absence. In addition to paying the above referenced amount per month to the Company, any increases in the cost of the Health and Welfare package contributions that are in excess of the costs demonstrated in the chart in Article 30.09.01 above shall be paid by the employee through payroll deduction on a pre-tax basis.

30.09.03

Any employee contributions shall be made through the Company on a pre-tax basis in accordance with the Plan Document.

30.09.04

The Company shall withhold from the employee's second (2nd) paycheck of the applicable calendar month the amount described above such that, when combined with the Company contributions, the employee's contribution shall satisfy the total required contribution.

30.10.00

Legislation: In the event that Federal or State legislation is passed, providing health care for employees and/or their dependents, the effect of which is to require additional payroll costs to the Company and/or costs to the employees, the Parties shall meet to resolve, in a mutually satisfactory manner, any problems resulting there from.

30.11.00 Part-Time Employees whose normal weekly schedule is less than thirty (30) hours are not eligible for fringe benefits and will receive in lieu of group insurance benefits two dollars (\$2.00) an hour in addition to the hourly wage rate for Part-Time Employees.

ARTICLE 31.00.00 RETIREMENT PLAN (401K)

31.01.00 Effective upon date of hire with KBR, all Bargaining Unit employees are eligible to participate in the KBR 401(k) Plan subject to the same terms and conditions as the Company's non-union employees working on this federal contract with a 100% match on employee contributions of up to 5% of eligible compensation and 50% on employee contributions of up to the next 1% of eligible compensation. All Bargaining Unit employees hired by the Company who have Bargaining Unit seniority pursuant to Article 09.01.00 of the previous DynCorp NTC CBA, shall be considered fully vested in the 401(k) Plan upon hire by the Company. All other Bargaining Unit employees will be subject to the 401(k) Plan's regular vesting schedule (currently 2 years), beginning with their date of hire. Nothing in this section shall be construed to change the terms of any 401(k) Plan document, which shall control all terms and conditions applicable to eligible employees. No matter respecting the provisions of the 401(k) Plan shall be subject to the Grievance and Arbitration Procedure.

ARTICLE 32.00.00 GENERAL ECONOMICS

32.01.00 Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the remaining portions shall remain in full force and effect. Upon such invalidation the Parties agree to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal.

32.02.00 The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Parties, for the life of this Agreement, waive the right, and each agrees that the others shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement unless mutually agreed to do so between the Parties. Further, the Parties, for the life of

this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the Parties at the time this Agreement was negotiated or signed unless mutually agreed to do so between the Parties. The Parties agree that all negotiations that were conducted in reaching this Agreement were conducted at "arm's length" and in good faith as required by laws and regulations.

32.02.01 Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both Parties in writing, and shall not otherwise be subject to Arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both Parties and shall be co-terminus with this Agreement.

32.03.00 There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local law or regulations. There shall be no harassment or discrimination against any employee exercising the right to file a grievance or against any employee participating in the investigation or grievance process.

32.03.01 All references to "employee", "employees", "man", or "men", "he", "him" or "his", in this Agreement refer to both male and female employees. The terms are used for the sole purpose of brevity and clarity of language construction only, and do not imply or refer to sex or gender in any way whatsoever.

32.03.02 Each employee shall adhere to the provisions and intent of Article 32.03.00, in dealings with fellow employees, suppliers and customers of the Company under its contract Task Order Number W52P1J-19-F-0396 and its successor contracts.

32.03.03 Any harassment or discrimination complaint shall be reported immediately to the Human Resources Manager, Business Integrity, or other designee in accordance with the Company's Code of Business Conduct. Any employee reporting such harassment or discrimination shall receive a response within a reasonable period of time.

32.04.00 Employees covered by this Agreement shall be governed by all site rules, regulations and orders, which are not in conflict with the terms and conditions of this Agreement, and shall not interfere with investigations, and comply with the Company's Code of Business Conduct.

- 32.05.00** When the Company assigns employees to attend training which may include attending seminars, lectures, and other group information training sessions, all hours spent in traveling to and from the training site and all hours spent in actual seminars, lectures, training sessions, etc. shall be considered as time worked. Such employees shall not suffer any reduction in hours normally paid for that workweek.
- 32.06.00** The Parties recognize the value of cross-training between working groups as a means of increasing the technical competence of the employees in the Bargaining Unit and as a method of obtaining increased efficiency in the operation.
- 32.07.00** Employees may be assigned training on-the-basis of operational needs within a Shop and within a classification when qualifications, availability, and seniority are considered in making the selection when qualifications are deemed to be equal. When feasible, the Company may train and re-train employees in the following circumstances:
- (a) To maintain and improve their job skills in an increasingly more difficult and complex technological society; and,
 - (b) To facilitate job transition opportunities for employees whose positions are to be eliminated due to automation or adoption of labor saving devices (provided that the cost of such training is not excessive, is consistent with the Company needs, and the employee has the necessary aptitude).
- 32.07.01** The Company will determine the number of employees to be trained and will arrange for such training.
- 32.07.02** In accordance with Article 32.07.00, employees who have received factory training, advanced training courses and other formal training courses (two (2) weeks or longer), may be assigned to the affected Shop/shift on the equipment, process or system trained on until adequate cross-training is accomplished, not to exceed a nine (9) month period from date of completion of the training. Employees who have received factory training, advanced training courses and other formal training courses (two (2) weeks or longer), shall remain in the Shop for 12 months. Such employees shall not be "bumped" by the provisions of Article 24.00.00 and are ineligible for promotion during the twelve (12) month time frame unless waived by the Company.
- 32.08.00** Employees are responsible for reasonable care of customer and/or Company furnished equipment, property and materials and will use best efforts to notify the Company of any sabotage or damage to Company, customer or employee property or materials.

- 32.09.00** It is the sole intention of the Company to engage in the practice of subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities, or availability of employees, or as required by its contract with the Government. The Company agrees that the implementation of this provision shall not be utilized to circumvent or undermine any provision of this Agreement.
- 32.10.00** Should an employee fail a medical examination required for a particular job, and as a result thereof, be unable to perform the duties of the employee's job classification, the Company may reassign the employee to available work for which the employee is qualified and able to perform. If the Company is unable to reassign the employee, the employee will be laid off due to lack of work and be eligible for "recall" pursuant to the provisions of Article 24.00.00.
- 32.11.00** The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U. S. Government facilities and by use of U. S. Government equipment. The Company is not authorized to maintain, modify, or repair such government facilities except as contractually directed.
- 32.12.00** The Union Business Representative or designee shall be permitted to attend the Company's regular Project Safety Meetings. Additionally, the Union Business Representative or designee shall be provided with copies of the minutes of the monthly Project Safety Meetings.
- 32.13.00** A Joint Labor/Management Committee may be formed and will meet as necessary to discuss issues of mutual concern or otherwise addressed in this Agreement.
- 32.14.00** The Union may designate, in writing, a Senior Steward to accompany OSHA and/or CALOSHA on any walk-around inspections.
- 32.15.00** The Company shall have available at all times in each Shop or Branch Office a supply of safety report forms for the use of the Supervisors, Foremen, Stewards and Safety Monitors in reporting any needed correction in the Shops, Branches or Operating areas relative to safety conditions. Such safety report forms, after being filled out, shall be forwarded immediately to the appropriate Safety Official.
- 32.16.00** The Company will furnish required safety equipment and protective clothing.
- 32.16.01** When the Company requires Bargaining Unit employees to wear safety shoes in the performance of their duties, the Company shall provide an amount not to exceed one hundred and fifty (\$150.00) dollars annually in June. An employee can bring in unserviceable safety boots to management to receive authorization to buy

a new pair of safety boots in the amount not to exceed one hundred and fifty (\$150.00) dollars.

32.16.02 In June of each year of the Agreement, employees requiring prescription safety glasses will be reimbursed per Company Policy in the amount not to exceed one hundred fifty (\$150.00) dollars.

32.17.00 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assignees. In the event an entire operation, or any portion thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale.

32.18.00 Any new safety rules shall be effective when posted on Company Bulletin Boards. Each employee shall abide by such safety rules. Under no circumstances shall an employee be required to violate any law, code or regulation in the performance of duties.

32.19.00 The Company and the Union have agreed to the Substance Abuse Policy shown in Appendix "C".

32.20.00 The Company and the Union shall cooperate in continuing the objective to eliminate accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees during hours of their employment.

32.21.00 There may be up to twenty-five percent (25%) of the Laborer classification employed as Part-Time employees. In each Mechanic classification, there may be up to fifteen percent (15%) or two (2) employees in that classification, whichever is greater. The fifteen percent (15%) may only be achieved through attrition. Attrition is defined as:

- (a) Employees promoted,
- (b) Employees who voluntarily transfer out of the classification, or
- (c) Employees who are terminated.

Employees referred to in (a), (b), and (c) may be replaced by Part-Time employees in accordance with Article 22.00.00. For all other classifications there shall be a limit of ten percent (10%) or two (2) employees in that classification whichever is greater. The Company shall not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms or intent of this provision.

32.22.00

It is understood and agreed that if a license(s) or certification(s) is required in order to perform work in job classifications covered by this Agreement, such license(s) or certification(s) shall be a condition of continued employment in said job classification. A denial or withdrawal of such license(s) or certification(s) by an appropriate agency shall be grounds for temporary disqualification. Should an employee become temporarily disqualified, except for gross misconduct, the Company may reassign the employee to available work for which the employee is qualified and able to perform. If no such work is available, the employee shall be laid off in accordance with Article 24.00.00. Upon re-qualifying, such employee shall notify Human Resources, and may be reinstated to the employee's former position, without bidding, as soon as a position becomes available. An employee who is reinstated following a loss of certification shall receive the employee's applicable Appendix "A" classification rate of pay.

32.23.00

Employees covered hereby shall be paid on a bi-weekly basis for the two (2) workweeks ending the preceding pay period. The Company shall give the Union at least twenty-one (21) calendar days' notice of any change in the payroll period.

32.24.00

This Agreement contains the entire agreement of the parties regarding the bargaining unit, and finally determines all matters of collective bargaining for its term. The Company shall not implement any unilateral change(s) to any terms or conditions of employment not authorized by this Agreement without first giving the Union advance written notice of such change(s) and an opportunity to bargain. The parties agree that any side letters, amendments, addenda, or other agreements in any form (including oral agreements and terms purported to be incorporated by past practice) that are not attached hereto or expressly included in this Agreement are void and shall not be binding on either party. Changes to this Agreement whether by addition, waiver, deletion, amendment, or modification must be reduced to writing and executed by both the Company and the Union.

ARTICLE 33.00.00 DURATION

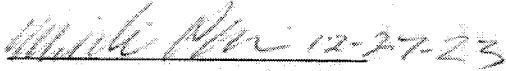
33.01.00

This Agreement shall be effective on 1 January 2024, except for those provisions of the Agreement which have been assigned other effective dates as set forth herein and shall continue in full force and effect through 31 December 2026 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 to the other of its intent to amend, modify, or terminate the Agreement. Notwithstanding the effective date of this Agreement, the parties agree that the obligations under Appendix A hereto shall be effective on December 30, 2023.

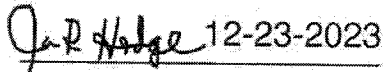
IN WITNESS THEREOF, the Company and the Union have caused this Agreement to be signed by their duly authorized representatives on December 20, 2023.

FOR:

Teamsters Local Union 166

 12-27-23

Mike Pharris - Secretary Treasurer

 12-23-2023

Jason R. Hodge - President

FOR:

KBR Technical Services, Inc.

Michael
Flanagan
452046

Digitally signed by Michael Flanagan
452046
DN: cn=Michael Flanagan 452046,
c=US, o=KBR LOGCAP, ou=PMO,
email=Michael.Flanagan@us.kbr.com
Date: 2023.12.20 15:44:36 -0800

Michael Flanagan, Vice President Operations LOGCAP



Digitally signed by Jason P. Pantoja
DN: cn=Jason P. Pantoja, c=US,
o=NORTHCOM, ou=KBR,
email=Jason.Pantoja@us.kbr.com
Location: NORTHCOM
Date: 2023.12.20 11:34:03 -0800

Jason Pantoja - NORTHCOM Project Manager

Bill Bass

Digitally signed by Bill Bass
DN: cn=Bill Bass, c=US, o=KBR,
ou=NTC, email=Bill.Bass@us.kbr.com
Reason: I am approving this
document
Date: 2023.12.20 09:24:05 -0800

Bill Bass - NTC Project Manager

RIVERA.ACACIA.DE
LIGHT.1511719999

Digitally signed by
RIVERA.ACACIA.DELIGHT.1511719
999
Date: 2023.12.21 08:45:48 -0800

Acacia Rivera NORTHCOM HR Manager

APPENDIX A - WAGES

Classification	As of 30 Dec 2022	(2024) 30 Dec 2023 10%	(2025) 30 Dec 2024 4%	(2026) 30 Dec 2025 3.5%
Ammunition Handler	\$30.76	\$33.84	\$35.19	\$36.42
Ammunition Handler Lead	\$35.64	\$39.20	\$40.77	\$42.20
Ammunition Trades Helper	\$25.40	\$27.94	\$29.06	\$30.07
Computer Operator II SSA	\$28.76	\$31.64	\$32.91	\$34.06
Facil/Property Mgmt Spec I	\$24.68	\$27.15	\$28.24	\$29.23
Facil/Property Mgmt Spec II	\$29.96	\$32.96	\$34.28	\$35.48
Inventory Management Spcl	\$26.74	\$29.41	\$30.59	\$31.66
Lab Technician	\$29.31	\$32.24	\$33.53	\$34.70
Laborer	\$19.08	\$20.99	\$21.83	\$22.59
Parts Clerk	\$25.74	\$28.31	\$29.44	\$30.47
Payroll Clerk	\$23.86	\$26.25	\$27.30	\$28.25
Production Control Coord	\$33.48	\$36.83	\$38.30	\$39.64
Production Controller	\$27.40	\$30.14	\$31.35	\$32.45
Property Management Specialist	\$29.94	\$32.93	\$34.25	\$35.45
Supply Clerk	\$25.12	\$27.63	\$28.73	\$29.73
Tactical Vehicle Mechanic	\$38.14	\$41.95	\$43.63	\$45.16
Tactical Vehicle Mechanic Lead	\$39.98	\$43.98	\$45.74	\$47.34
Tactical Vehicle Trades Helper	\$25.40	\$27.94	\$29.06	\$30.08
Technical Inspector Track	\$39.98	\$43.98	\$45.74	\$47.34
Technical Inspector Track Lead	\$42.04	\$46.24	\$48.09	\$49.77
Technical Inspector Wheel	\$39.98	\$43.98	\$45.74	\$47.34
Technical Inspector Wheel Lead	\$42.04	\$46.24	\$48.09	\$49.77
Tire Mechanic	\$30.46	\$33.51	\$34.85	\$36.07
Tool Room Attendant	\$24.32	\$26.75	\$27.82	\$28.79
Tracked Vehicle Mechanic	\$38.14	\$41.95	\$43.63	\$45.16
Tracked Vehicle Mechanic Lead	\$39.98	\$43.98	\$45.74	\$47.34
Tracked Vehicle Trades Helper	\$25.40	\$27.94	\$29.06	\$30.08
Vehicle Support Technician	\$29.10	\$32.01	\$33.29	\$34.45
Warehouse Worker	\$25.44	\$27.98	\$29.10	\$30.12
Welder	\$39.86	\$43.85	\$45.60	\$47.20

APPENDIX B AUTHORIZATION FOR DUES DEDUCTION

Notice understand that the Collective Bargaining Agreement covering my job includes a union security clause, which requires union membership as a condition of employment. Under the law, I understand that I may satisfy this requirement in any one of three (3) ways. 1) I can become a member in good standing by paying the Union's initiation fee and monthly dues and other charges pursuant to the Local Union bylaws; 2) I can simply pay uniform initiation fees and monthly dues, and choose not to become a member; 3) I can become a Service Fee Payer and pay a percentage of the initiation fee and monthly dues, based on the amount of the Union's collective bargaining expenditures bears to the Union's total expenditures. This means that I would pay for representation in collective bargaining, but not contribute my share of the Union's expenditures for civic, charitable, and other activities not directly related to collective bargaining. A Service Fee Payer is not a union member. If I decide to become a non-member Service Fee Payer, or if I wish to pay full fees and dues without joining the Union, I must so notify the Union within thirty (30) days from the date on this application. If the Union does not hear from me within thirty (30) days, I will be treated as having decided in favor of full membership. In any event, I will be required to pay the appropriate initiation fee and monthly payments as a condition of employment. If I decide to become a non-member Service Fee Payer, I will have the opportunity to challenge the correctness of the Union's calculation of the service fee payment. I will be given information as to how to do this upon my request, as well as a written explanation of the computation upon request at the Union's office. I understand that I can only participate in Union affairs if I am a member in good standing. If I do not become a member in good standing, I cannot vote on the ratification of my Collective Bargaining Agreement. I may not vote for Union Officers or attend Union Meetings.

Obligation

I, _____, pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner as not to bring reproach upon my union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and this Local Union.

Witness _____

Signed _____

Date _____

Address _____ City _____ State _____ Zip _____

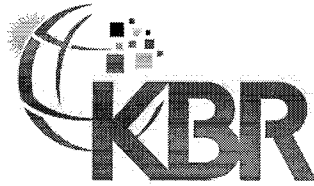
Phone _____ S.S.N _____

APPENDIX C - SUBSTANCE ABUSE POLICY

DRUG FREE WORKFORCE

[attached]

APPENDIX C to CBA



INTEGRATED MANAGEMENT SYSTEM PROCEDURES

3	22 May 15	REVISED AND FORMAT UPDATED	S. Wells	I Stinson	N Anagnostou	J. Chavali
2	08 DEC 12	REVISED AND REISSUED FOR IMPLEMENTATION	SHW	IS	IS	NA
1	01 JAN 09	APPROVED FOR USE	RQK	TEM	TEM	CL
REV	DATE	DESCRIPTION	ORGINATED BY	CHECKED BY	APPROVED BY	QUALITY REVIEW BY

DOCUMENT TITLE:

**Drugs of Abuse and Alcohol Program
Global Testing Guidelines**

DOCUMENT NUMBER:

GD-GL-KBR-HSE-0618

Process Owner: CEO

Content Owner: VP-HSSE

Printed initials in the boxes above confirm the document has been approved and approval records are held on file.

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1.0 PURPOSE

The purpose of this document is to establish the global testing guidelines for drugs of abuse and alcohol for all U.S. locations and where applicable for international projects and locations.

2.0 SCOPE

All employees, applicants, agents, and representatives of any third party who supplies products and/or services to the Company, or performs work for the Company, are subject to these guidelines.

This program will be adapted to follow local regulatory requirements by addendum where required by local law. All changes must be approved by the VP of HSSE prior to implementation.

3.0 DRUGS OF ABUSE AND ALCOHOL PROGRAM GLOBAL TESTING GUIDELINES

4.0 PROGRAM SUMMARY

4.1 WHO IS SUBJECT TO COMPANY DRUG TESTING REQUIREMENTS

As a condition of employment or continued employment at all US locations and International projects where applicable, all prospective and incumbent employees consent to specimen collections for drug or alcohol testing. Employees are required to sign forms documenting this consent, but an employee's continuation in the Company's employment evidences in itself the employee's consent, and a signed consent form is not required.

At the discretion of the Company, this policy shall include employees, applicants, agents, and representatives of any third party who supplies products and/or services to the Company, or performs work for the Company. Such individuals, while on the property of the Company, or on the property or work site of a Company customer, shall be required to comply with the full provisions of the policy as a condition of their ongoing association with the Company. (See Exhibit D-1)

Note: In locations around the world where the country's regulations and/or government requirements do not allow for these program requirements to be followed or the country's regulations and/or government requirements are more stringent than set guidelines, the KBR program will not be required to be adhered to as written. Those locations will be required to develop an addendum to this program detailing program elements and execution requirements.

4.2 DEFINITIONS OF TERMS USED IN THIS DOCUMENT

Alcohol Screening Device (ASD) - A device used to conduct alcohol-screening tests approved by the National Highway Safety Administration (NHTSA) and placed on NHTSA's Conforming Products List (CPL) of Alcohol Screening Devices. (For guidance in device selection, contact the Program Administrator).

Note: KBR recommends this device for onsite screening.

Alcohol Testing - Detection of the presence of alcohol in the body through an alcohol screening procedure and confirmation of the level of alcohol found present through a confirmation procedure.

Alcohol Use – Consumption of any beverage, mixture, or preparation, including medications containing alcohol.

Breath Alcohol Technician (BAT) – A certified individual who instructs and assists in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

Note: KBR does not recommend an EBT device for onsite screening.

Chain of Custody – The procedure used to document the handling of a specimen from the time the individual being tested provides the specimen to the collector, to the final destination of the specimen and the review and reporting of the final test result. This procedure uses a Custody and Control Form (CCF). It is imperative that the information on the CCF be clear, complete and concise to report results out quickly and accurately. All substance testing shall incorporate a CCF and the COC process to insure the integrity of the specimen to be tested. This includes both laboratory and instant drug testing.

Collection Site - A doctor's office, medical clinic, hospital, or other site designated by the employer where individuals present themselves for the purpose of providing a specimen of their saliva, hair, urine, breath, or blood to be analyzed for the presence of drugs or alcohol.

Company Property - all owned, operated, or leased real and personal property of the Company, or client-furnished property. This includes, without limitation, all marine vessels, aircraft, automobiles, trucks, equipment and machinery.

Confirmation Test - In alcohol testing: a screening test with a result of 0.02 or greater will require a confirmation test, which provides quantitative data of alcohol concentration. **In controlled substances testing:** the first analysis of a urine sample is an initial screen. However, because a screen is not highly specific, this test alone is not always accurate or reliable. Therefore, if an initial test is positive, a second test will take place to verify the result. The confirmation test is highly accurate which will rule out any false positives from the initial screen. Saliva and hair testing also require confirmation testing.

Drug Testing – Detection of the presence of illegal drugs or controlled substances in the body, through scientifically proven methods.

Employee Assistance Program - a program designed to assist:

- 1) Work organizations in addressing employees' ability to work safely and productively, and
- 2) Employee (and eligible dependent) clients in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues that may affect an employee's ability to perform at work.

Evidential Breath Test (EBT) Device - A device used for alcohol breath testing approved by the National Highway Safety Administration (NHTSA) and placed on NHTSA's Conforming Products List (CPL) of Evidential Breath Measurement Devices. May be used for screening and confirmation.

Medical Review Officer (MRO) - is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations drug test results.

Refusal to Submit (to an alcohol or controlled substances test) - An employee/applicant:

Fails to provide adequate or any breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Fails to provide adequate or any sample (urine, hair, saliva, other) for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for testing; or

Engages in conduct that clearly obstructs the testing process.

SAMSA – Substance Abuse and Mental Health Services Administration

Safety Sensitive Position - By applicable law or regulations, a safety sensitive position is an employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity or composure, may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, coworkers, and/or the public.

Screening Test (initial test) - *In alcohol testing*: a procedure to determine if an employee has a prohibited concentration of alcohol in his or her body. *In controlled substances testing*: a screen to eliminate 'negative' urine specimens from further testing.

Screening Test Technician (STT) – A trained individual who instructs and assists employees/applicants in the alcohol testing process and operates an Alcohol Screening (ASD) Device.

Verified "Positive" Test Result - A test result that is "positive" for both the initial and confirmatory tests, and reviewed and verified by the Medical Review Officer.

4.3 WHEN COMPANY DRUG AND ALCOHOL TESTING WILL OCCUR

Timing and Requirements of Testing:

The Company may require the testing of individuals covered by this policy under the following conditions and/or requirements:

- Post Offer, Pre-employment. (**Drug test only unless otherwise specified**).
- Federal, State and Local Requirements.
- Client Requests.
- Post Incident. The employee is responsible for supplying a specimen(s) within the time limits specified by the procedures referenced in Section 6.4.
- Random.
- Reasonable Suspicion/Cause - In addition to the above circumstances, the Company may ask an individual, group, or facility to submit to testing when reasonable suspicion/cause exists, as determined by properly authorized supervisors and the program administrator that the individual(s) are engaged in activities that are prohibited by this policy.
- Rehabilitation - The Employee Assistance Program will require follow-up monitoring and/or post-rehab testing for employees/applicants upon completion of substance abuse rehabilitation.

When government or client contractual requirements exceed or contain elements not addressed in this policy, amendment of the testing procedures to include these requirements shall take place.

4.4 CONSENT FORMS

Each time an employee or applicant test for drugs and/or alcohol, a new consent form is initiated.

4.5 PROGRAM GOVERNANCE

The governing body for this policy and program guidelines will include the Program Administrator, Global Vice President of HSSE and a selected HSE designee from each business unit. Corporate Legal utilized in an advisory capacity to the committee.

The governing body will meet as necessary to review and update the policy and program guidelines, ensuring consistent administration of the program, selecting vendors and performing periodic reviews of services, equipment and testing materials.

Any/all testing laboratories utilized, must be certified by the Department of Health and Human Services and Substance Abuse and Mental Health Administration (SAMSHA) or international equivalent

5.0 TYPES OF TESTING

5.1 POST OFFER/PRE-EMPLOYMENT TESTING

Pre-employment drug testing shall be administered after a conditional offer of employment is tendered.

Department of Transportation (DOT) employees may be required to have an additional pre-employment drug test per DOT requirements. If two pre-employment tests are required, the Company and the DOT pre-employment specimens must be collected from two separate collections.

Alcohol testing shall be mandatory for Post Offer/Pre-Employment as stated by contractual agreements and/or host nation requirements.

Employees shall not be substance tested if they:

- Transfer within the Company.
- Transfer from one assignment to another.
- Re-employed in the Company after being off work for less than ninety- (90) days.

Exceptions to the aforementioned shall be:

- Client/contractual requirements
- Federal/State/Local mandated requirements.

Contractual requirements, federal, state, or local guidelines may supersede minimum testing requirements.

5.2 FEDERAL, STATE AND LOCAL REQUIREMENTS

Testing shall be conducted according to Federal, State and Local Government requirements.

5.3 CLIENT REQUESTS

Testing shall be conducted by contractual agreements or by client requests.

5.4 POST INCIDENT TESTING

Post Incident Drug Testing Procedure

Testing shall be conducted for the following Post Incident situations:

- Any occupational illness or injury requiring treatment other than routine first aid rendered by authorized company employees. When circumstances dictate, management may determine all Company employees involved in an accident may also be subjected to drug and alcohol testing.
- The driver of a Company vehicle shall be tested in all instances where a vehicle accident has occurred. When circumstances dictate, management may determine all Company employees occupying a Company vehicle involved in an accident may also be subject to reasonable cause drug and alcohol testing.
- Employees involved in non-injury incidents resulting from their actions or lack of action.
- Near Miss – employees involved in non-injury incidents resulting from their actions or lack of action.

The employee is responsible for supplying a specimen for testing of the use of controlled substances immediately after an incident. If the employee is seriously injured and cannot provide a specimen at the time of the incident a request shall be made to the treating healthcare facility for substance abuse testing. A previously signed consent form shall be the authorization that is necessary for substance testing or obtaining hospital reports.

Drug testing required by this section shall take place immediately. If not, the supervisor responsible for testing shall promptly contact the Program Administrator.

Adherence by employees to post-incident specimen collection requirements is a condition of continued employment. The employee shall remain available for testing or shall be considered a refusal. The failure of an employee to comply with Company post-incident and specimen collection rules is a violation of Company policy.

Drug Test Initial Screen - To be conducted utilizing an onsite instant screen sample cup approved by the Program Administrator and the Lab used by the site. Positive screens shall be forwarded to the lab for Confirmation Tests per the definitions above.

- 1) Employee should provide test administrator a list of all medications taken in the last five days prior to providing the urine sample.
- 2) If an employee has a positive screen results indicative of the medications identified by the employee, the employee shall return to work pending the outcome of the Confirmation Tests. This does not apply where the individual tests positive for a prohibited substance.

Urine Specimen Collection Procedure – When direct read screening devices are not available or permitted by regulations, law or the client, the Laboratory Urine Specimen Collection Procedure with the sample and chain of custody documents forwarded to the appropriate lab for analysis is followed.

Record Retention Requirements

- The Drug & Alcohol Department request an injury list on a weekly basis to be reviewed and checked against the vendor database to confirm a post incident drug test has been performed. Completed tests will be printed and scanned into the original incident record with all other injury paperwork for that employee.
- If there is no record with the vendor, the Drug & Alcohol Department will contact the jobsite to verify if the document is on file at the site in the event they transported the injured to an emergency facility for treatment. The site will forward to the Drug & Alcohol Department a copy of this record and scan the original incident record with all other injury paperwork for that employee.
- If the jobsite confirms no test performed, then they will generate a document from the site stating the reason. They will scan the document in with all other injury paperwork for that employee.
- Reasons for not performing a post-accident drug screen should meet one of the following criteria:
 - Collection personnel not available
 - Employee not released from scene
 - Employee refused test
 - Employee unavailable for testing
 - Employee was not the driver (Vehicle Incidents)
 - Medical treatment superseded the need for the test
 - Incident not reported within 2 hours
 - Test not performed due to local/union restrictions
 - Third party involvement
 - No drug testing performed on site/country
 - No post-accident testing performed on site/country
 - Other (provide additional comments)

Contractual requirements, federal, or state guidelines may supersede minimum testing requirements.

5.5 POST-INCIDENT ALCOHOL TESTING PROCEDURE

Employees who are involved in a post-incident situation are required to submit to post-incident testing for alcohol. Administer test immediately, but no later than eight (8) hours from the time of the incident. The supervisor responsible for testing will send a

statement documenting the reasons prompt administration did not take place to the Program Administrator.

- Screening test is to be administered utilizing one of the screening devices found on the NHTSA Conforming Products List.

Confirmation of screening tests shall be conducted as follows:

- Blood-Alcohol Collection:

Only a licensed health professional at a designated medical facility will perform specimen collection for a blood-alcohol test. The site/facility representative will be responsible for supplying the facility with the supplies (Chain of Custody form, Consent Form, Mailing Containers, etc.) necessary to forward the specimen for analysis at the designated laboratory.

- Evidential Breath Test::

An Evidential Breath Test shall only be administered by a Certified Breath Alcohol Technician.

Following receipt of negative screening tests, the employee may return to work. If positive results return from the screen, supervision should follow the Transportation Procedure in Section 9.5 of this guideline. In cases where the samples go to the lab for screening, the employee may return to work pending the outcome of the testing unless supervision has reasonable cause/ suspicion evidence. In this case, follow the transportation procedure until a negative test result is received.

5.6 RANDOM

The primary purposes of random testing are to deter prohibited drug and alcohol use and to encourage a drug free workforce. Random testing applies to all persons employed by the Company unless otherwise mandated by state or municipal requirements.

- At least 10% of the project will be random tested annually. Projects will test from a computerized random list.
- Project, worksite, or facility management may request additional random testing by contacting the program administrator.
- State or municipal regulations and/or requirements may limit the applicability of random testing to only those employees classified as safety sensitive.
- The Program Administrator will generate random lists. Random testing shall be completed within 7 days of receipt of the list.

Notification of Employees

Designated personnel will notify the employee testing to report to the collection site at a specified time.

The employee shall not be notified of the test until after reporting for duty. Employees shall report directly to the collection site within 30 minutes, plus travel time, once notified by the appropriate company personnel.

Contractual requirements, federal, or state guidelines may supersede minimum testing requirements.

5.7 REASONABLE CAUSE TESTING

Reasonable cause testing provides management with a tool (in conjunction with supervisor training on the signs and symptoms of drug use) to identify drug and or alcohol impaired or impacted or influenced employees who may pose danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must then make a decision as to whether there is reasonable cause to believe an employee is using or has used a prohibited drug or alcohol.

The decision to test shall be based on a reasonable and articulate belief that the employee is currently under the influence of alcohol or using a prohibited drug based on specific physical, behavioral, or performance indicators of probable drug or alcohol use. At least two of the employee's supervisors, one trained in detection of the possible symptoms of drug use and alcohol abuse and the Program Administrator, shall substantiate and concur in the decision to test an employee.

In making a determination of reasonable cause, the factors to be considered include, but are not limited to the following:

- Adequately documented pattern of unsatisfactory work performance, for which no apparent non-impairment related reason exists, or a change in an employee's prior pattern of work performance, especially where there is some evidence of drug-related behavior on or off the work site.
- Physical signs and symptoms consistent with substance abuse
- Evidence of illegal substance use, possession, sale, or delivery while on duty
- Occurrence of a serious or potentially serious accident caused by human error or flagrant violations of established safety, security, or other operational procedures.

The following steps are intended to guide the supervisor to a satisfactory outcome in a reasonable cause situation.

- Verify the reasonable cause decision. Take anonymous tips seriously, but they shall not be the sole reason to initiate a request for a specimen. Hearsay is not an acceptable basis for reasonable cause referral. If witnesses saw a specific event or behavior, ask them to describe what they saw. How far away were they? How long did they observe the person? What, if anything, caused them to believe it was substance abuse related? On what basis did they reach their conclusion?

Before proceeding further, obtain approval from the Program Administrator to proceed with reasonable cause testing. (Exhibit L-1)

- Isolate and inform the employee. Remove the employee from the work location. Explain that there is reasonable cause to believe some substance is affecting their performance. Ask the employee to explain the suspected behavior and to describe the events that took place from their perspective. Ask if a medication or physical condition would explain the behavior. A persuasive explanation may or may not deter you from asking for a specimen. If there is still a reasonable belief that drugs or alcohol are factors in the situation/incident, request for testing shall be made; if no reasonable belief is determined then no request for testing should be made. If the decision is to test, inform the employee that they are being requested to accompany the appropriate personnel to the specimen collection site to provide a specimen. Inform the employee of the consequences of refusal to submit to testing.
- Review your findings. During the conversation, observe physical and mental symptoms. Be sure to document any characteristics that either support or contradict initial information. Two of the employee's supervisors and the HR or HSE Manager shall be involved in a reasonable cause decision. This creates greater objectivity, provides additional observation, and generally strengthens the defensibility of the reasonable cause determination.
- Transport the employee. Accompany the potentially affected employees to and from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity in route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.
- Document the events. (Exhibit E-1 Observed Behavior - Reasonable Cause Record.) Record the behavioral signs and symptoms that support the determination to conduct a reasonable cause test. Prepare and sign documentation of the employee's conduct by each witness within 24 hours of the observed behavior or before release of the test results, whichever is earlier. Fax a copy of the document to the Program Administrator.

Denial should be an expected reaction. If a person knows they will test positive, they may give many explanations and protestations, wanting to avoid drug/alcohol testing. If they are not under the influence or affected by a prohibited drug or alcohol, vehement denial is expected. Listen to the employee and carefully evaluate the employee's explanation. Remember a request to provide a specimen is not an accusation; it is merely a request for additional objective data. To the employee it may feel like an accusation; so it is important to stress that this is merely a request for additional data.

Following collection, after returning from the collection site, the employee shall not perform duties pending the receipt of the test results. Arrangements to be transported home shall be made by the employee. Instruct the employee not to drive any motor vehicle due to the reasonable cause belief that they may be under the influence of a drug or alcohol. If the employee insists on driving, notify the proper local enforcement

authority that an employee who we believe may be under the influence of drugs or alcohol is leaving the company premises driving a motor vehicle.

5.8 REHABILITATION TESTING

As determined by the Employee Assistance Program (EAP).

EAP shall monitor the employee's ongoing rehabilitation participation and he or she shall be subject to EAP monitoring and EAP-ordered drug/alcohol testing for a minimum of two years. Testing positive on an EAP-ordered or other Company drug/alcohol test or violating ongoing policies or procedures shall result in immediate employment termination.

The selected employee shall be administered a drug and alcohol test simultaneously.

Re-employment

An employee who tests positive for the first time and is eligible for future employment shall be advised of the Company's Employee Assistance Program (EAP). That employee shall also enroll in an EAP-approved rehabilitation program to become eligible for re-employment consideration.

For re-employment consideration, he or she shall pass a drug and alcohol test and have a release from the EAP.

Rehired Within Less Than 30 Days

If a former, employee is mistakenly hired without being off the payroll for the designated time, the acceptance into the rehabilitation program and/or released by the EAP; the employee shall be terminated from employment immediately.

Failure to Continue Rehabilitation

If an employee returns to work after being released by the EAP and does not continue the EAP-prescribed rehabilitation program, he or she must be terminated from employment immediately upon notification by the EAP.

Contractual requirements, federal, or state guidelines may supersede minimum testing requirements.

6.0 DISCIPLINARY ACTION

6.1 ALCOHOL CONFIRMED POSITIVE OF .02 AND UNDER .04

First Confirmed Positive Test:

Suspend one week per pay plan. (Refer to Section 9.2 Counseling and 9.5 Transportation. Complete Exhibits H-1 and I-1)

If that employee desires continued employment consideration with the Company then he/she must comply with the following:

- The employee/applicant will be referred to the EAP and;
- The employee/applicant must complete all primary rehabilitation and agree to complete after-care recommendations of the EAP.

Second Confirmed Positive Test

Employees will be terminated and denied employment and;

Referred to the Employee Assistance Program (EAP) and;

The employee/applicant will not be eligible to apply for employment consideration for a minimum of six (6) months from the date of the last confirmed positive test and;

The employee/applicant must complete all primary rehabilitation and agree to complete after-care recommendations of the EAP.

Subsequent Confirmed Positive Tests

Employees/Applicants will be terminated and;

Referred to the EAP and;

The employee/applicant will not be eligible to apply for employment consideration for a minimum of one (1) year from the date of the last positive confirmed test and;

The employee/applicant must complete all primary rehabilitation and agree to complete after-care recommendations of the EAP.

6.2 CONFIRMED POSITIVE DRUG AND ALCOHOL TEST RESULTS (.04 OR GREATER)

The following applies to any employee or applicant who has a confirmed positive drug or alcohol (.04 or greater) test.

First Confirmed Positive Test

Incumbent employees who test positive for prohibited substances will be terminated and applicants will be denied employment consideration for six months.

If that employee/applicant desires future employment consideration with the Company then he/she must comply with the following:

- The employee/applicant will be referred to the EAP and;
- A minimum of thirty (30) consecutive days must pass from the date of the last confirmed positive and;
- The employee/applicant must complete all primary rehabilitation and agree to complete after care recommendations of the EAP.

Second Confirmed Positive Test

- Employees will be terminated and denied employment and;
- Referred to the EAP and;
- The employee/applicant will not be eligible to apply for employment consideration for a minimum of six (6) months from the date of the last confirmed positive test and;
- The employee/applicant must complete all primary rehabilitation and agree to complete after care recommendations of the EAP.

Subsequent Confirmed Positive Tests

- Employees/Applicants will be terminated and;
- Referred to the EAP and;
- The employee/applicant will not be eligible to apply for employment consideration for a minimum of one (1) year from the date of the last positive confirmed test and;
- The employee/applicant must complete all primary rehabilitation and agree to complete after-care recommendations of the EAP.

6.3 NON-COMPLIANCE WITH EAP

Non-Compliance with EAP recommendations is grounds for termination from employment.

6.4 TAMPERING OR ALTERING SPECIMENS OR FORMS

Any employee or applicant that alters or tampers with a specimen(s) (labels, containers, security seals, substituted specimen, improper temperature, uses a substance or device(s) specifically designed to falsify drug test results, etc.) that is to be tested on-site or forwarded to the designated laboratory or purposely misrepresents any information on the required form(s) will be subject to the following:

- Employees will be required to re-test immediately and be subject to all relevant requirements under Section 7.0 Disciplinary Action.
- Refusal to re-test immediately will result in termination of an employee
- Applicants will be denied employment consideration with the Company for a period of six months from the date of the tampering event.

Specimen Violation

A second specimen must be collected if tampering of the original specimen is suspected. The collection site must send both specimens individually packaged to the designated laboratory for analysis as follows:

- **“SPECIMEN 1”** – Write across the top of the Chain of Custody Form for the suspected tampered or altered specimen. Include any additional comments regarding the collection in the remarks section of the form.
- **“SPECIMEN 2”** - Write across the top of the Chain of Custody Form. The second collection shall be collected as an observed collection by the same gender as the donor.

Notify the Drug and Alcohol Program office immediately of any violations.

Contractual requirements, federal, or state guidelines may supersede minimum discipline procedures.

7.0 EMPLOYEE CONFIDENTIALITY

Information generated in association with the substance-testing program is inherently sensitive and treated as confidential. Accordingly, in implementing this policy:

- Conduct all investigations, searches, and testing as privately as is practicable.
- Limit the number of management personnel involved in such tests, searches, and investigations. Limit information to the person responsible for employment, the project or facility manager, supervisor, and/or the safety office.
- Caution management personnel not to communicate confidential information about searches or investigations or about the results of substance tests to persons not authorized to receive it, ***including family members, friends, etc.***
- Limit written memos as well as their distribution.
- Drug/Alcohol test results shall not be put in an employee's personnel file.
- Maintain all positive substance test results in the Drug and Alcohol Program office.
- Direct, all inquiries concerning an employee's drug/alcohol test results to the Program Administrator.

Handle distribution and inquires related to substance testing and their results in the most confidential manner, and mark all correspondence “Confidential”. Direct all inquiries or request for confidential testing results that were from outside KBR to KBR's Legal Department.

8.0 DIRECTIVES

8.1 PRESCRIPTION MEDICATION

Company personnel employed in safety sensitive functions shall inform their immediate supervisor of any prescribed medication that they are required to take during normal working hours or any medication that they are required to take before reporting to work that may affect their performance during the course of their normal working day.

If the employee feels uncomfortable reporting this information to the immediate supervisor due to personal reasons; then the employee may contact and inform the Drug and Alcohol Program Administrator of the medication.

Recorded information is treated in strict confidentiality. We only use this information when comparing information received from substance testing.

This procedure applies to employees who self-identify as being in a methadone rehabilitation/maintenance program or who test positive for methadone on a company drug test:

Employees identified, as being in a methadone rehabilitation / maintenance program, either by self-identification or by drug testing positive for methadone, will be included in the EAP post-rehabilitation drug/alcohol monitoring program.

KBR's Medical Director and staff will have the final decision authority regarding employment determinations of methadone cases.

Failure to disclose this information before or at the time of drug testing may result in administrative action, lost wages, or possible termination from employment.

Prescription Types

Only prescriptions written by medical practitioners licensed to practice medicine in the United States will be accepted.

Exception to this will be any treatment authorized and covered by an existing medical plan/coverage or medical benefits as provided by insurance benefits/coverage. The employee will be asked to produce appropriate documentation within seventy-two (72) hours.

Medication Prescribed for a Family Member

If the employee alleges that he or she took medication prescribed to an immediate family member, the employee shall produce within 72 hours proof of a prescription in the family member's name.

- 1) If the employee cannot produce a prescription in the allotted time, he or she is terminated, counseled, and referred to the EAP.
- 2) If the employee produces a prescription that meets both requirements the work site must convey the following information to the Program Administrator:

- A legible copy of the prescription which includes the name of the family member, date of the prescription, name of the medication, strength of the medication, and prescribed dosage.
- The relationship of the family member
- Information on how much medication the employee alleges he or she took.

The employee shall be counseled that a second similar incident or a subsequent violation of ongoing policies or procedures will result in immediate termination from employment. (Complete "Counseling Form", Exhibit H-1)

The Program Administrator/MRO will evaluate all information before a decision is rendered.

Exceptions

Exceptions shall be as directed by the Program Administrator.

Contractual requirements, federal, or state guidelines may supersede these minimum requirements.

8.2 COUNSELING

The following will apply if the counseling is directed by the Program Administrator:

- The on-site supervisor will conduct the counseling with the affected employee in a confidential setting.
- The Counseling Form (Exhibit H-1) will be used. The original form will be sent to the Program Administrator's office and a copy will be maintained at the location/project site in a secured location.
- The employee will be instructed on existing policies and warned that a second similar incident will result in termination.

8.3 AFTER REQUEST TO SUBMIT TO DRUG/ALCOHOL TEST, EMPLOYEE/ APPLICANT ADMITS TO SUBSTANCE ABUSE

The following will apply to any employee/applicant that admits or makes a statement of drug and/or alcohol abuse to a Company supervisor or representative after the employee has been requested to submit a sample for specific testing (i.e. random, post-incident, pre-employment, etc.):

- Have the employee/applicant provide the specimen and send it to the designated laboratory.
- Inform the employee that he/she will be conditionally suspended from employment. The applicant will be denied employment.

- Supervisor initiates a Supervisor Referral Form (see Exhibit I- 1) to the EAP for the employee.
- Proceed with the "Transportation Policy" and complete Transportation Form (Exhibit G- 1) if applicable.
- Employee may not return to his/her employment until the EAP acknowledges the employee is ready to return to his/her employment.

Test Results

If the test result is negative, the employee may not return to his/her employment until the EAP acknowledges that the employee is ready to return to his/her regular employment.

If the test result is positive (and it is the first time that the employee has tested positive), the employee may be eligible for employment consideration if:

- A minimum of thirty (30) days have passed from the date of the confirmed positive drug/alcohol test.
- The employee/applicant must complete all primary rehabilitation and agree to complete after-care recommendations of the EAP.

Documentation

Upon the employee making a statement of abusing drugs and/or alcohol, the supervisor should document the incident and contact the Program Administrator immediately.

Refusal

Employees who refuse a drug or alcohol test shall be terminated and referred to the EAP.

The following situations will be considered a refusal to test:

- Refusal to provide a specimen, or cooperate with any part of the testing process as directed.
- Failure to remain at the testing site until the testing process is complete.
- Failure to take an additional drug or alcohol test that the employer or collector has instructed is necessary.
- Failure to provide a quantity sufficient for testing and no medical explanation for failure provided.

8.4 EMPLOYEE /APPLICANT ADMITS TO SUBSTANCE ABUSE

The following will apply to any employee/applicant that admits or makes a statement, at any time, of drug and/or alcohol abuse to a Company supervisor.

- Inform the employee that he/she will be conditionally suspended from employment. The applicant's will be denied employment.
- Supervisor initiates a Supervisor Referral Form (see Exhibit I- 1) to the EAP.
- Proceed with the "Transportation Policy" and complete Transportation/EAP Form (Exhibit G-1) if applicable.
- Employee may not return to his/her employment until the EAP acknowledges the employee is ready to return to his/her employment.

Exceptions shall be as directed by the Program Administrator.

Contractual requirements, federal, or state guidelines may supersede these minimum requirements.

8.5 TRANSPORTATION POLICY

If an employee tests positive for drugs or alcohol while at a collection facility or jobsite, site supervision will make every effort to provide the individual with transportation to his or her residence. Try to discourage the individual from driving or leaving the jobsite or collection facility unescorted, but do not physically or forcibly detain the individual. Complete the Transportation Form (Exhibit G-1) and inform the employee/applicant that the local law enforcement agency will be contacted.

The offer of transportation should be made to the employee in the presence of a witness.

If the attempt fails, document the refusal and contact the Program Administrator immediately.

8.6 EAP MONITORING

The following will apply to any employee who, as a result of a drug or alcohol policy violation, is placed on an EAP monitoring program and signs an "**EAP Participation Contract (EPC)**":

- Tests positive for drug(s) or alcohol as a result of any of the aforementioned types of substance testing during the length of the monitoring program, or;
- Tests positive for drug(s) or alcohol after the completion of the monitoring program, or;
- Violates or refuses to comply with ongoing Company policies and procedures or the terms and conditions of his/her rehabilitation program.

The employee will be terminated.

8.7 COMPLIANCE WITH ONGOING POLICIES AND PROCEDURES

Remind employees and applicants that compliance with the Company policies and procedures is a condition of employment and that refusal to participate in any part of the following will result in administrative action, termination of employment, or denial of employment consideration:

- The Company's drug and alcohol policies and procedures.
- Client or contractual requirements.
- Federal or state mandated testing requirements.
- EAP requirements and conditions, if applicable.

9.0 SPECIMEN COLLECTION PROCEDURES

9.1 URINE SPECIMEN COLLECTION PROCEDURE CHECKLIST

The following is a recommended guideline for collection. Collection site personnel performing drug testing must copy and complete the checklist for each collection. In addition, the individual testing should receive a copy to use during the test, and initial the checklist completed by the collector at the conclusion of the test. Attach the completed and initialed checklist to the collector's copy of the chain of custody and filed.

Exceptions shall be as directed by the Program Administrator

Contractual requirements, federal, or state regulations may supersede these minimum requirements.

It is important to use only ballpoint pens (blue or black) when completing the designated forms. The use of felt tip pens of any color is not acceptable.

Before Collection

Make sure collection site facilities are clean, well-lighted, with a suitable clean surface for writing and dedicated solely to the collection of urine specimens during the collection process.

Make sure collection site has all required materials:

- Containers.
- Ballpoint pen (black or blue ink).
- Tamperproof seal/label.
- Chain of custody form.

- Tamperproof mailing envelope.
- Thermometer / Infrared Thermometer (*Improper Temp Cases).
- Coloring agent present in toilet bowl.
- Rubber bands.

During Collection

- Ask individual to remove unnecessary outer garments such as coat or jacket.
- Make sure the individual's personal belongings, such as purse or briefcase, remain with outer garment. Individual may retain wallet.
- Note on chain of custody form any unusual appearance or behavior of individual.
- Instruct individual to wash and dry hands.
- Provide individual with urine specimen, collection bottle/container. Make sure the individual remains in your presence and does not have access to personal belongings or to fountains, faucets, soap dispensers, or any other materials which could be used to adulterate the specimen.
- Individual enters stall or otherwise portioned area that allows for individual privacy. Remain in the restroom, but outside the stall, until the specimen is collected.
- Instruct individual to maintain possession of the urine specimen.

After Collection

- Read the temperature indicator on the collection cup immediately upon receipt from donor and no later than 4 minutes after the specimen has been provided. Note any unusual findings on the chain of custody (CCF).
- Use an infrared thermometer to record specimen temperature on the CCF if temperature is not within reference range at the time of collection.
- Observe urine specimen and:
 - Ensure a minimum of 30 ml or 45 ml (split specimen) of urine is in the collection container or specimen bottle.
 - Inspect specimen's color, and look for any sign of contaminants.
 - Encourage individual to wash hands.
- Both collector and individual keep the specimen in view at all times prior to its being sealed and labeled.

- Initial and date tamper proof seal(s)/label(s).
- Instruct individual to sign a Chain of Custody form, certifying that the urine specimen has been in the individual's view continuously from the time of collection until he/she initialed the label affixed to the bottle and that the specimen is unadulterated and the one he/she provided.
- Instruct individual to attach completed chain of custody form assigned to specimen bottle with a rubber band.
- The specimen(s) must remain under the control of the collector at all times.
- Prepare specimen for shipment
- Immediately place specimen container in bio-hazard bag, seal bag, then place bag in tamperproof mailing envelope.
- If possible, mail specimens within 24 hours of collection. If the specimen is not immediately prepared for shipment it shall be appropriately secured during temporary storage.
- Minimize the number of persons handling specimen.
- Instruct individual to initial the collector's copy of this checklist.

Do's & Don'ts for Collection Site Personnel

- Be sensitive to the individuals who are reporting to the collection site.
- Keep planned testing times and dates in strictest confidence.
- Limit handling of specimens to only one person whenever practical.
- Ship specimens as soon as possible after collection to reduce the possibility of tampering. This will also reduce the possibility of problems with the chain of custody and insure the accuracy of results.
- If the specimen is not immediately prepared for shipment, arrangements must be made to secure the sample.
- Plan your collection in advance.
- Have all materials ready before collection.
- Set up collection and waiting area.
- Keep number to test at a manageable level.
- Keep unnecessary personnel out of collection area.

- Whenever possible, have two people check and review paperwork for possible errors.
- Remain at the collection site, keeping the specimen in view at all times until the specimen is sealed, labeled, inserted in a tamper proof envelope and secured.
- Be familiar with drug testing procedures for collection of urine specimens.
- DON'T lose your patience with individuals selected for testing.
- DON'T let the urine specimen or custody documents out of your sight - EVER.
- DON'T rely on memory. Use the checklist and preprinted material
- DON'T forget that someone's career depends on the proper identification of the specimen bottle. Treat it accordingly.

Privacy

Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen provided, as further described in this paragraph.

Conditions for Direct Observation

For purposes of this procedure, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:

The employee has presented a urine specimen that falls outside the normal temperature range (32 degrees - 38 degrees Celsius/90 degrees -100 degrees Fahrenheit).

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented).

For additional instructions, refer to (Section 7.4).

The request of the Program Administrator

The Program Administrator must be contacted to review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described in the paragraphs above.

Collection Site Unavailable

In the event that an employer-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., circumstances require a post-accident test), a public restroom may be used according to the following procedures:

A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure, during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain-of-custody procedures.

Specimen Time Requirements

Employees/applicants will be allowed a reasonable period of time to provide a specimen. The collection site person shall determine if it has at least 30 ml (single specimen) or 45 ml (split specimen) of urine in the specimen bottle. If the individual is unable to provide such a quantity of urine the collection site person shall instruct the individual of the following, (it is always recommended that a witness be present):

- a) If an applicant, to drink not more than forty- (40) ounces of fluids and, after a period of up to three hours, again attempt to provide a complete sample. Any subsequent samples will be taken in a new sample container.

Applicants shall not leave the collection area without notifying the collection personnel.

- b) If an employee; to return to the work environment with instructions to drink not more than forty (40) ounces of fluids and to return to the collection area as soon as they feel the need to void. Any subsequent samples will be taken in a new sample container.

Employees shall not be permitted to return to work before providing a specimen if testing is being conducted post incident or reasonable cause,

They cannot leave the work area without contacting the designated collection personnel.

They cannot leave the work environment at the end of the work shift without contacting the designated collection personnel.

Any violation of the above will result in termination of employment or denial of employment consideration.

Personal/Family Emergency

If an employee states, that he/she has an emergency they will of course, be allowed to leave but upon their return, we will require some form of documentation concerning the emergency. Failure to provide this documentation will result in termination of employment.

If an applicant states that he/she has an emergency they will be allowed to leave but will be required to furnish some form of documentation concerning the emergency upon their return. Failure to provide this documentation will result in denial of employment consideration.

Applicants will only be allowed to continue their pre-employment process as immediate staffing requirements allow.

Employee/Applicant unable to provide a specimen on the first day

If an employee/applicant is unable to provide a specimen, the collection site personnel shall:

- 1) Discard the insufficient specimen, except where the insufficient specimen was out of temperature range or shows evidence of tampering or adulteration.
- 2) Urge the employee/applicant to drink up to 40 ounces of fluid, distributed through a period of up to three hours, or until the individual has provided a sufficient urine specimen. Document on the Remarks line of the CCF and inform the employee/applicant of the time at which the three-hour period begins and ends.
- 3) If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection area before the collection process is complete, the test will be recorded as a Refusal to Test. Note the facts on the "Remarks" line of the CCF and refer employee/applicant to the EAP.
- 4) If the employee/applicant has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collector shall discontinue the collection, note such on the "remarks" line of the CCF and the following will apply:
 - a. The employee will be instructed to consult with their personal physician to determine if they have any physical or medical condition to explain the difficulty in providing a specimen (i.e. "Shy Bladder").

The employee will not be allowed to return to work until such time as the documentation is provided.
 - b. An applicant will only be allowed to return if immediate staffing requirements allow.

10.0 SALIVA

Laboratory Saliva Specimen Collection Procedure Checklist

Before Collection

- Make sure collection site facilities are clean, well- lighted, with suitable clean surface for writing and dedicated to the collection of saliva specimens during the collection process.

- Make sure collection site has all required materials.
- Collection devices.
- Ballpoint pen (black or blue).
- Tamperproof seal/label.
- Chain of custody form.
- Tamperproof mailing envelope.

During Collection

- Allow individual to remove their outer garments such as coat or jacket for comfort.
- Note on chain of custody form any unusual appearance or behavior of individual.
- Instruct individual to wash and dry hands.
- Provide specimen collection device. Make sure the individual remains in your presence and does not have access to personal belongings or to fountains, faucets, mouthwash, or any other materials to adulterate the specimen.
- Instruct individual regarding the process of obtaining the specimen.
- Instruct individual regarding the process of handling the specimen upon completion.

After Collection

- Ensure the collection pad is placed properly in the vial and sealed properly.
- Encourage individual to wash hands.
- Both collector and individual keep the specimen in view at all times prior to its being sealed and labeled.
- Ensure donor ID and collection date is on vial.
- Enter all information identifying the specimen on the chain of custody form.
- Instruct individual to sign the Chain of Custody form, certifying the individuals view continuously from the time of collection until he/she

initialed the vial, and the specimen is unadulterated and the one he/she provided.

- Specimen must remain under the control of the collector at all times.
- Prepare specimen for shipment.
- Place specimen in leak-proof bag; seal bag; then place bag in tamperproof mailing envelope.
- 24 hours of collection mail specimen, if possible. If the specimens not immediately prepared for shipment secure appropriately during temporary storage.
- Minimize the number of person handling specimen.

Do's & Don'ts for Collection Site Personnel

- Be sensitive to the individuals who are reporting to the collection site.
- Keep planned testing times and dates in strictest confidence.
- Limit handling of specimens to only one person whenever practical.
- Reduce the possibility of tampering, by immediately shipping specimen. This will also reduce the possibility of problems with the chain of custody and insure the accuracy of results.
- If the specimen is not immediately prepared for shipment, arrangements must be made to secure the sample.
- Plan your collection in advance.
- Have all materials ready before collection.
- Set up collection and waiting area.
- Keep number to test at a manageable level.
- Keep unnecessary personnel out of collection area.
- Whenever possible, have two people check and review paperwork for possible errors.
- Remain at the collection site, keeping the specimen in view at all times until the specimen is sealed, labeled, inserted in a tamper proof envelope and secured.
- Be familiar with drug testing procedures for collection of saliva specimens.
- DO NOT lose your patience with individuals selected for testing.

- DO NOT let the saliva specimen or custody documents out of your sight - EVER.
- DO NOT rely on memory, use the checklist and preprinted material.
- DO NOT forget that someone's career depends on the proper identification of the specimen vial. Treat it accordingly.

Privacy

- The collection should be in a private area without excessive drafts or traffic to preclude disturbing the saliva collection.

Conditions for Direct Observation

- For the purpose of this procedure every collection is directly observed to reduce the risk of the donor introducing any compound into the vial.

Collection Site Unavailable

- In the event that an employer-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., circumstances require post-accident test), another private area is acceptable.

Employee/Applicant Unable to Provide a Specimen

- Specimens not provided by employee/applicant on the first day will be considered as a refusal to test.

11.0 HAIR

Laboratory Hair Specimen Collection Procedure Checklist

Before Collection

- Make sure collection site facilities are clean, well-lighted, with a suitable surface for writing and dedicated solely to the hair collection process.
- Make sure collector has the Collection Authorization Form (CAF) and a blank Custody & Control Form (CCF).
- Make sure collector has all collection devices/supplies and an unopened Hair Test Kit.
- Make sure the collector sterilizes the collection devices in front of the donor using alcohol swabs.
- The collection devices should not be placed on a dirty surface following sterilization.

- Decide where the collection will come from, (i.e. head, arms, etc.).

During Collection

- Ask individual to remove unnecessary outer garments such as coat or jacket.
- Note on chain of custody form any unusual appearance or behavior of individual.
- Collector use the hair length gauge to determine if sufficient head hair is available or if enough hair is available from another site.

After Collection

Observe hair specimen and:

- Ensure it is 1 ½ inches in length or approximately 200 strands.
- Once sufficient hair is collected, the collector tightly fold the sides of the foil over the sample and places the foil collection into the envelope.
- Ensure all information is entered from the CCF onto the envelope.
- The collector dates and signs the envelope after the donor reads and initials the statement.
- The collector then affixes the red integrity seal across the bottom of the envelope so that the envelope is sealed and initials across the seal and the envelope.

Do's & Don'ts for Collection Site Personnel

- Be sensitive to the individuals who are reporting to the collection site.
- Keep planned testing times and dates in strictest confidence.
- Limit handling of specimens to only one person whenever practical.
- Reduce the possibility of tampering, by immediately shipping specimen. This will also reduce the possibility of problems with the chain of custody and insure the accuracy of results.
- If the specimen not immediately prepared for shipment, arrange to secure the sample.
- Plan your collection in advance.
- Have all materials ready before collection.
- Set up collection and waiting area.
- Keep unnecessary personnel out of collection area.

- Whenever possible, have two people check and review paperwork for possible errors.
- Remain at the collection site, keeping the specimen in view at all times until the specimen is sealed, labeled, inserted in a tamper proof envelope and secured.
- Be familiar with drug testing procedures for collection of hair specimen.
- DO NOT lose your patience with individuals selected for testing.
- DO NOT let the hair specimen or custody documents out of your sight – EVER.
- DO NOT rely on memory. Use the checklist and preprinted material.
- DO NOT forget that someone's career depends on the proper identification of the specimen. Treat it accordingly.

Privacy

- The collection should be in a private area without excessive drafts or traffic to preclude disturbing the hair collection.

Conditions for Direct Observation

- For the purpose of this procedure every collection is directly observed/performed.

Please refer to the following link for instructions on completing Psychomedics hair collections.

12.0 DRUG AND ALCOHOL PROGRAM MONITORING

To accumulate applicable statistics and to monitor the results and the effectiveness of the Company's drug and alcohol testing programs, project locations shall input their monthly statistics from the "Drug/Alcohol Testing Monthly Report" directly into the KBR HSE Reporting System (HSERS) by the 10th of each month. . The Drug and Alcohol Program office will use these statistics to provide reports for Company use.

Keep all copies of random testing, drug or alcohol testing, etc., on location for five (5) years. Upon completion of a project, submit all positive records to the DAP office for confidential retention.

Monitoring and testing employees involved in administering the program include the following steps:

- The Drug and Alcohol Program office will perform periodic audits of the procedures.

- The Drug and Alcohol Program office will conduct periodic testing of all employees involved in administering the program. Such testing applies to the following employees:
 - Employees who have access to the records.
 - Employees who are responsible for administering the testing program for the individual business units and jobsites.

13.0 MEDICAL REVIEW PROCESS

The MRO shall be a licensed physician with knowledge of substance abuse disorders.

The MRO shall not be an employee of the laboratory conducting the drug test unless the laboratory establishes a clear separation of functions to prevent any appearance of a conflict of interest, including assuring that the MRO has no responsibility for, and not supervised by or the supervisor of, any persons who have responsibility for the drug testing or quality control operations of the laboratory.

The role of the MRO is to review and interpret confirmed positive test results obtained through the Company's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

Positive test result

Prior to making a final decision to verify a positive test result of an individual, the MRO shall give the individual an opportunity to discuss the test result.

The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from the employee.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact the Program Administrator, who shall direct the individual to contact the MRO as soon as possible.

If it becomes necessary to reach the individual through the Program Administrator, the Program Administrator will employ procedures that ensure, to the maximum extent practicable, the requirement that the employee contact the MRO is held in confidence.

If, after making all reasonable efforts, the Program Administrator is unable to contact the employee, the Program Administrator will direct the employee's supervisor to place the employee on temporary medically unqualified status or medical leave.

- The employee expressly declines the opportunity to discuss the test;

- The Program Administrator has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 1 day has passed since the date the employee was successfully contacted by the Program Administrator.
- Neither the MRO, nor the designated employer representative, after making reasonable efforts, has been able to contact the employee within 5 days of the date on which the MRO receives the confirmed positive test result from the laboratory.

If a test is verified positive under the circumstances previously mentioned, the employee may present to the Program Administrator and the MRO information documenting that serious illness, injury, or other circumstances unavoidable prevented the employee from timely contacting the MRO. The Program Administrator and the MRO based on such information may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.

Following verification of a positive test result, the MRO shall, as provided in the KBR and Associated Companies Alcohol and Controlled Substance Policy, refer the case to the Program Administrator who is empowered to take administrative action on behalf of the Company.

Review for Prescription Medication

Before the MRO verifies a confirmed positive result for opiates, he or she shall determine that there is clinical evidence—in addition to the urine test—of unauthorized use of any opium, opiate, or opium derivative (e.g., morphine/codeine).

Result consistent with legal drug use

The MRO shall notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the remaining original specimen, if the test is verified positive. If the employee requests an analysis of the remaining original specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the remaining specimen to another Company approved DHHS-laboratory for analysis.

If the analysis of the remaining specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the initial specimen, the MRO shall cancel the test and report cancellation and the reasons for it to the Program Administrator and the employee.

Inability to contact the MRO within 72 hours

If an employee has not contacted the MRO within 72 hours, as provided in the previous two paragraphs, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidable prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the

employee's failure to contact the MRO within 72 hours, the MRO shall direct that the re-analysis of the original remaining specimen be performed.

Disclosure of Information

Except as provided in the below paragraph, the MRO shall not disclose, to any third party, medical information provided by the individual to the MRO as part of the testing verification process.

The MRO may disclose such information to the Program Administrator or the Company Medical Director.

14.0 QUICK REFERENCE GUIDE

Who is subject to substance testing?	Pg. 4
Can we test someone that is not a Company employee?	Pg. 4
What types of testing could be required of me as an employee?	Pg. 8
When should an employee and/or an applicant sign the Consent Form?	Pg. 7
How long do I have to administer a drug test after an incident?	Pg. 10
What do I do if I see an employee stumbling, staggering, or acting erratically?	Pg. 12
What do I do if a person refuses to test?	Pg. 20
How much time does an employee have to produce a prescription?	Pg. 18
What do I do if an employee and/or an applicant refuses to comply with Company procedures or policies?	Pg. 21
What do I do if an employee makes a remark or statement of using drugs?	Pg. 20
What do I do if an employee/applicant provides a specimen not within the normal temperature limits?	Pg. 16
How much time does a person have to provide a specimen?	Pg. 26
What do I do if an employee and/or an applicant is suddenly called away after being notified to test?	Pg. 26
What do I do if a person cannot provide a specimen?	Pg. 30
Who do I contact if I cannot find the answer to my question or situation in this manual?	Pg. 36

15.0 EXHIBITS

The following is a list of exhibits, which includes bulletin board signs and forms to assist with documentation, as well as forms referred to throughout this publication.

<u>A-1</u>	Bulletin Board Notice
<u>A-2</u>	Bulletin Notice (Spanish)
<u>B-1</u>	Sign - No Prohibited Drug
<u>B-2</u>	Sign - No Prohibited Drugs (Spanish)
<u>C-1</u>	Third Party Collection/Test Request Form
<u>D-1</u>	Contractor Consent for Drug/Alcohol Testing
<u>D-2</u>	Drug & Alcohol Testing Consent Form
<u>E-1</u>	Observed Behavior Reasonable Cause Record
<u>F-1</u>	Notification of Positive Test Result for Entry into "Ineligible for Rehire" System
<u>G-1</u>	Refusal for Transportation
<u>H-1</u>	Drug/Alcohol Policy Counseling Form
<u>I-1</u>	EAP Leadership/Supervisory Referral Form
<u>J-1</u>	Drug and/or Alcohol Test Report Request/Release
<u>K-1</u>	Substance Testing Panel
<u>L-1</u>	Reasonable Cause Documentation
<u>M-1</u>	Breath Analyzer Test Result Form

Drugs of Abuse and Alcohol Program

Program Administrator

Office Number: 713.753.3121

Fax Number: 713.753.3135

Alternate Contact Number: 713-753-3817

16.0 REVISION HISTORY

Rev- 1 Approved for Use

Rev- 2 Revised and Reissued for Implementation

Rev- 3 Revised and Format Updated

APPENDIX D - UNIFORMS

CLASSIFICATION	UNIFORMS	JACKETS	COVERALLS
Ammunition Handler	11	2	3
Ammunition Handler, Lead	11	2	3
Armorer	11	2	3
Armorer Lead	11	2	3
Computer Operator II	11	2	
Dispatcher	11	2	
Electronics Technician, Commel	11	2	3
Electronics Technician, Commel Ld	11	2	3
Equipment Mechanic	11	2	3
Equipment Mechanic Lead	11	2	3
Equipment Mechanic Trades Helper	11	2	3
Facilities & Property Specialist I	11	2	
Facilities & Property Specialist II	11	2	
Inventory Management Specialist	11	2	
Lab Technician	11	2	
Laborer	11	2	
Laborer (Access Control)	11	2	
Parts Clerk	11	2	3
Payroll Clerk	11	2	
Production Control Coordinator	11	2	

Production Controller	11	2	
Property Management Specialist	11	2	
Property Specialist	11	2	
Stock Control Specialist	11	2	
Supply Clerk	11	2	3
Tactical Vehicle Mechanic	11	2	3
Tactical Vehicle Mechanic, Lead	11	2	3
Tactical Vehicle Trades Helper	11	2	3
Technical Inspector (Track)	11	2	3
Technical Inspector Lead (Track)	11	2	3
Technical Inspector (Wheel)	11	2	3
Technical Inspector Lead (Wheel)	11	2	3
Technical Publications Clerk	11	2	
Tire Mechanic	11	2	3
Tool Room Attendant	11	2	
Tracked Vehicle Mechanic	11	2	3
Tracked Vehicle Mechanic, Lead	11	2	3
Tracked Vehicle Trades Helper	11	2	3
Vehicle Inspector	11	2	3
Vehicle Support Technician	11	2	3
Warehouse Workers	<u>11</u>	<u>2</u>	<u>3</u>
Welder	11	2	3

If the Company provided uniform supplier is unable to provide the proper size uniform for any employee, the Employees will submit a request to personally purchase (with Company reimbursement - valid receipt is required) the Uniform allocation as outlined in the above table. The employee must comply with the Company policy and reimbursement maximums. For these employees with approved Company requests, laundry will be based on Company policy not to exceed the maximum reimbursement allowable.

APPENDIX E - ABSENTEEISM/TARDINESS POLICY

POLICY PURPOSE

To establish consistent guidelines for administering and monitoring attendance and tardiness.

POLICY STATEMENT

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of employee performance and are measured by objective standards. Poor attendance and tardiness disrupt productivity and makes it difficult to function effectively. Each employee shall be responsible for the employee's attendance and being to work at the right time each day.

POLICY GUIDELINES

1. Absence is defined as any time an employee is scheduled to work and does not report for work as scheduled.
2. Tardiness is defined as any time an employee arrives late at the start of the employee's shift. Tardiness is further defined as not being present at the employee's designated roll call in the immediate work area at the start of the shift; unless it has been pre-approved.
 - (a) The employee's designated roll call point and immediate work area may differ depending on the work assignment.
3. **ABSENCES** – Excused absences are defined as those that occur on account of Vacation, Holidays, Jury Duty, Bereavement Leave, Military Leave, court appearances as a Company subpoenaed witness, Workers' Compensation time off, prior approved Leaves of Absence, Company initiated time off or time off on Company approved Union business.
 - (a) An unexcused absence will count as one event, except as stated in subparagraph b, below.
 - (b) No event will be issued for a management-authorized absence
4. **TARDINESS**
 - (a) If an employee is tardy and the tardiness was not pre-approved one (1) event will be issued regardless of the employee's PPL balance. The employee's pre-approval could be granted on the same date of the late arrival if the proper employee notification was requested and approved.
 - (b) If an employee is tardy past the half-way point of the employee's shift, and the tardiness was not pre-approved, the employee will not report for work for that shift. If the employee

does not have available PPL for the day missed, his absence will be recorded in the time and attendance record as LWO status.

5. **NOTIFICATION** – Employees are solely responsible for being aware of their PPL balance and notifying their supervisor/foreman or designee of tardiness or an absence. Such notification may be by verbal or text notification to management, but in any event the proper notification must be received by the Company no later than thirty (30) minutes before the start of such employee's shift. A list of phone numbers of Supervisors / Managers who may be notified shall be posted in all work areas. If the employee's immediate supervisor is not available to receive the call, the employee is required to call the respective Shop Supervisor or Human Resources.
 - (a) A continued pattern of failure of an employee to notify the employee's supervisor of a tardiness or absence within thirty (30) minutes before the start of the shift may result in discipline.
6. **USE OF PPL** – If the employee experiences an event and the employee has PPL in the employee's account, PPL will be deducted for the period of time absent or tardy under the event in one quarter (.25) of an hour increments; provided, however, that if the employee's PPL balance is less than the number of hours regularly worked by the employee on a normal work shift, the employee may choose not to have PPL deducted. Otherwise, PPL may be used by ~~and~~ the employee in such thirty (30) minute increments where the employee has requested in advance to use PPL.
7. **VACATION USAGE** – Vacation time may be utilized in hourly increments to avoid a loss of pay for an absence provided a request to use such Vacation time is approved by the Company prior to such Vacation use in accordance with Article 16.03.00 and 18.03.02.
8. If an employee is on an approved absence and the employee works a four (4) day, ten (10) hour schedule, the employee is responsible for ensuring leave/ PPL is available and has been approved in advance to cover the absence without suffering an event, assuming proper notification is given under paragraph 5. If the absence is because of illness, the employee shall telephone the employee's Supervisor/Foreman as provided in Article 18.03.00 and advise the Supervisor/Foreman of the reason and expected period of absence due to illness. Vacation time of less than one (1) week may be used by an employee in lieu of Paid Personal Leave if a request to use such Vacation time is received by the Company prior to such Vacation in accordance with Article 16.03.00.
9. An employee who is absent from work for a period of three (3) consecutive work days without reporting the reason thereof shall be considered as having resigned without notice.
10. If an employee is absent for three (3) days or more, because of illness, the employee shall telephone the employee's supervision as provided in Article 18.03.00 and advise the Supervisor of the reason and expected period of absence due to illness. The employee then shall submit a

written document to Human Resources from the treating physician certifying the period of illness prior to the employee's return to work.

TARDINESS & ABSENCE PROGRESSIVE DISCIPLINE

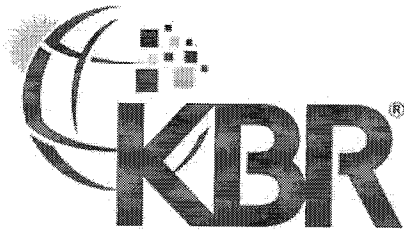
An employee(s) first (1st) event in tardiness and absences is the starting point in the Progressive Disciplinary Table below and the employee progresses through the disciplines within a rolling six (6) months progressive disciplinary process, with each event removed after six (6) months from the occurrence of said event. Time spent on any leave of absence shall not be calculated in meeting the six (6) month requirement.

Number Of Events in a Rolling 6-Month Period	Progressive Discipline Action
3	VERBAL
4	WRITTEN
5	SUSPENSION
6	SUSPENSION
7	TERMINATION

RESPONSIBILITY

Responsibility for promoting good attendance and/or adherence to this policy rests with all Managers, Supervisors and Employees. The Human Resources Office is responsible for assisting with the consistent application of the policy.

APPENDIX F – DISCIPLINARY GUIDE



**NATIONAL TRAINING CENTER
FORT IRWIN, CA**

DISCIPLINE GUIDE

The purpose of this Discipline Guide is to ensure uniformity of policy throughout concerning disciplinary issues.

Summary

1. There is no substantive change of policy regarding employee conduct, but rather a commitment to ensure that each employee of the Company is treated fairly. More importantly, it is important that all employees know the rules and therefore, can in fact: avoid disciplinary actions by prudent and proper behavior.
2. This document should not be construed as requiring that all disciplinary actions, particularly terminations of employee, will be preceded by one or more lesser disciplinary actions or warnings. Nothing in this guide should be construed as any aspect of an employment contract. The Company recognizes that each problem on the job and each disciplinary decision must be judged on its own facts. Fairness and common-sense dictates that each situation will be decided on the context of the total circumstances. This Guide does not require that progressive discipline be applied in all cases. The egregiousness of the circumstances will dictate the disciplinary action to be taken in each case.
3. The Company wants every employee to succeed and grow with us. The disciplinary policy is designed to give any employee that may stumble along the way an opportunity to know the problem, solve the problem, improve performance or change behavior, as necessary, to continue as a valued employee of the Company.

DISCIPLINARY RULES

The Company utilizes the following forms of discipline: Written Warnings, Suspension, and Discharge. A list of violations and the disciplinary action required is attached. This list is not intended to be exclusive or all inclusive.

Clearing Procedures

A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles.

- A. Written Warnings Not involving a Suspension: Written warning notices not involving a suspension will not be considered in successive disciplinary actions six months from date of issue.
- B. Written Warnings Involving a Suspension: Written warning notices involving a suspension will not be considered in successive disciplinary actions one year from date of issue.

Excessive Rule Violations:

- A. An employee receiving three written warnings not involving a suspension (not necessarily on the same rule) within a six months period, none of which have been cleared by the above procedure, will be subject to a three-day suspension.
- B. An employee receiving a combination of two written warnings not involving a suspension and one written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, the next violation will be discharged.
- C. An employee receiving two written warnings (not necessarily on the same rule) involving a suspension, neither of which have been cleared by the above procedure, the next violation will be discharge.

Violations	First Offense	Second Offense	Third Offense	Fourth Offense
1. Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services	Written Warning	3 Day Suspension	Discharge	
2. Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Warning	Written Warning	3 Day Suspension	Discharge
3. Violating safety, fire housekeeping, or health regulations or prescribed safety and health practices.	Written Warning	Written Warning	3 Day Suspension	Discharge
4. Unsatisfactory quality or quantity of work.	Written Warning	Written Warning	3 Day Suspension	Discharge
5. Violating assigned work schedules by:				
a. Reporting late without authorization.	Written Warning	Written Warning	3 Day Suspension	Discharge
b. Failing to report absence within ½ hour of start of work shift or as soon as possible.	Written Warning	Written Warning	3 Day Suspension	Discharge
c. Any period of unauthorized absence.	Written Warning	3 Day Suspension	Discharge	
d. Preparing to quite work for the day prior to time established by management.	Written Warning	Written Warning	3 Day Suspension	Discharge
6. Loafing, loitering, or hiding; leaving work station without supervisor's permission for reasons not connected with performance of job.	Written Warning	3 Day Suspension	Discharge	
7. Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Warning	3 Day Suspension	Discharge	

			Depending on severity of violation	
8. Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	3 Day Suspension	Discharge	
			Depending on severity of violation	
9. Operating vehicles, aircraft, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Warning	3 Day Suspension	Discharge	
10. Leaving work early or leaving contractor assigned facilities during working hours without authorization.	3 Day Suspension	Discharge		
11. Performing work on personnel property within areas or buildings assigned to the Company.	Written Warning	3 Day Suspension	Discharge	
12. Performing other work or activity which interferes with the employee's attendance or performance of Company duties or is considered a conflict of interest by the Company.	3 Day Suspension Or discharge dependent on severity of Violation	Discharge		
13. Willfully altering, defacing, mutilating, abusing, destroying or wasting government, Company, civilian or other employee's property, facilities, records or equipment.	3 Day Suspension Or discharge dependent on severity of Violation	Discharge		
14. Knowingly clocking another employee's time card, altering time card, or having one's time card clocked by another employee.	3 Day Suspension Or discharge dependent on severity of Violation	Discharge		
15. Negligence or carelessness resulting in or contributing to loss, damage or destruction to Company, government, civilian, or other employee's property; or	3 Day Suspension	Discharge		

causing substantial rework; or contributing to critical, or safety of flight, discrepancies.	Or discharge dependent on severity of Violation			
16. Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
17. Theft, attempted theft, or unauthorized removal of property of other employees, the Company, the government or others.	Discharge			
18. Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
19. Insubordination.	Discharge			
20. Unauthorized absence of three consecutive working days.	Discharge			
21. Any conduct that brings discredit to the Company	Discharge			
22. Sleeping on duty.	Discharge			
23. Attempting to or deliberately restricting output while on duty.	Discharge			
24. Falsification of personal or other Company or contract related records.	Discharge			
25. Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company or customer records or information.	Discharge			
26. Deliberate falsification of facts to management, or any other form of dishonesty.	Discharge			
27. Violation of the Company policy on Drug Free Workforce and Workplace	Discharge			
28. Excessive absenteeism.	Discharge			

29. Unsatisfactory leadership skills and or interpersonal skills.	Written Warning	3 Day Suspension or Demotion	Discharge	
30. Misuse of Government or Company equipment or material.	Written Warning	3 Day Suspension	Discharge	
31. Violation of tool control program or other safety related programs and including FOD control programs.	Written Warning	3 Day Suspension	Discharge	

MY UNION RIGHTS

If called to a meeting with Management, read the following to management or present this letter before the meeting starts.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my Union Representative Officer or Steward be present at this meeting. Without representation present. I choose not to participate in this discussion.

NLRB Vs. J Weingarten, Inc. 420 U.S, 88 LRRM 2689 (U.S Supreme Court 1975)

Notice To All Members

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD ON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATION ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IF YOU ARE ON A DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON AND DUES ARE NOT DEDUCTED, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT, OR REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE.

FRATERNALLY,

MIKE PHARRIS, SECRETARY-TREASURER