

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES
1 12

2. AMENDMENT/MODIFICATION NO. P00010
3. EFFECTIVE DATE 99Apr08
4. REQUISITION/PURCHASE REQ. NO. See Schedule
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
45TH CONTRACTING SQUADRON
1201 EDWARD H. WHITE II STREET
MS 7200
PATRICK AFB, FL 32925
7. ADMINISTERED BY (If other than Item 6) CODE
45 CONS/LGCXA
MS: 2037
14640 HANGAR ROAD/CCAS
BLDG 1704/RM 1410
PATRICK AFB, FL 32925-2206

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SVERDRUP TECHNOLOGIES, INC.
8121 CANAVERAL BLVD.
CAPE CANAVERAL, FL 32920
(X) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
F08650-98-C-0035
10B. DATED (SEE ITEM 11)
04/23/98
DUPLICATE ORIGINAL

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Section G ESTIMATED NET INCREASE \$3,231,237

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return -1- copies to the issuing office.

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

POC: PAUL ANTONEVICH MAILING DATE: 14 APR 99
EMAIL: paul.antonevich@pafb.af.mil
PHONE: (407) 853-0887

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

15A. NAME AND TITLE OF SIGNER (Type or print) VICKI LOCKARD Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN M. HAMMERLING CONTRACTING OFFICER EMAIL: john.hammerling@pafb.af.mil
15B. CONTRACTOR/OFFICER <i>Vicki Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12 Apr 99
15B. CONTRACTOR/OFFICER	16B. UNITED STATES OF AMERICA <i>John M. Hammerling</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 13 Apr 99

A. Remove pages 3, 4, 5, and 6 from Section B and replace with revised pages 3, 4, 5, and 6 which reflect the changes herein.

B. Remove page 34 from Section G and replace with revised page 23.

5. In support of a 95% Award Fee Determination for award period 1 Sep 98 through 28 Feb 99, the total contract value is decreased by \$69,159.

A. CLIN 0004AB is changed from \$156,795 to \$148,955 for a decrease of \$7,840

B. Section G-1, ACRN AA is decreased by \$7,840

C. CLIN 0009AA is changed from \$1,226,378 to \$1,165,059 for a decrease of \$61,319

D. Section G-1, ACRNs AK thru AQ are adjusted as shown on revised pages for a total decrease of \$61,319

6. Pen and ink change to SF-33, Block 20, to reflect estimated contract value:

<u>From</u>	<u>To</u>	<u>Net Change</u>
\$43,517,160	\$46,748,397	\$3,231,237

7. All other terms and conditions of this contract remain unchanged.

RELEASE OF CLAIMS

In consideration of the modification agreed to herein as complete and equitable adjustment for items 1 through 7 above, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the changes described herein.

G-2. CONTRACT ADMINISTRATION DATA

(a) The address and phone number of the paying office are:

DFAS-OR/FPV
2500 Leahy Avenue
PO BOX 934400
Orlando FL 32893-4400
(407)646-4060

(b) The address and telephone number of the government Contracting Officer and Contract Specialist are:

Contracting Officer	Contract Specialist
45 CONS/LGCXA	45CONS/LGCXA
14640 Hangar Road/CCAS/MS 2037	14640 Hangar Road/CCAS/MS 2037
Bldg. 1704, Rm 1410	Bldg. 1704, Rm 1410
Patrick AFB, FL 32925-2206	Patrick AFB, FL 32925-2206
Phone # (407)853-6877	Phone # (407)853-6877
Fax #: (407)853-3944	Fax #: (407)853-3944

(c) The address and telephone number of the Chief Quality Assurance Program Coordinator are:

Name: 45 LG/LGQA
Address: 14640 Hangar Road
Suite 2220, MS 2038
Patrick AFB, FL 32925-2206
Telephone #: (407) 853-0905

G-3 SUBMISSION OF INVOICES

(a) In accordance with the clause entitled "Allowable Cost and Payment", the contractor shall submit invoices/vouchers and any required supplemental statements to the cognizant Defense Contract Audit Agency (DCAA) for verification and transmittal in proper form to the paying office. Vouchers must indicate amounts invoiced by SubCLINs. One copy of each voucher submitted to DCAA shall be forwarded to the Contracting Officer, 45 CONS/LGCXA, 14640 Hangar Road (CCAS), Bldg 1704, Patrick AFB FL 32925-2206 at the time of submission.

(b) Invoices for award fee. The Contracting Officer will advise the contractor of the amount of award fee granted by the Fee Determining Official (FDO). The invoice for the award fee shall be submitted to 45 CONS/LGCXA for verification and transmittal to the paying office.

(c) Upon receipt of final invoice/voucher, the contract auditor will prepare a final audit report which will be submitted to 45 CONS/LGCXA, 14640 Hangar Road (CCAS), Patrick AFB FL 32925-2655 for technical verification and submission to the paying office.

G-4 CONTRACTOR'S CONTRACT ADMINISTRATION

The Contractor's contract administration functions will be performed at the following address:

Name/Title: Vicki G. Lockard, Contracts Manager
Office Symbol: SvT
Address: Sverdrup Technology, Inc.
P.O. Box 526
Cape Canaveral, FL 32920
Telephone: (407) 853-6838
Fax: (407) 853-0222

52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN- OWNED ECONOMIC ENTERPRISES (IAW FAR 26.104(a))	SEP 1996
52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
52.227-10	FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER (IAW FAR 27.207-2)	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (IAW FAR 28.311-1)	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN US POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984
52.230-2	COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(a))	APR 1996
52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(d))	APR 1996
52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1(a))	APR 1984
52.232-20	LIMITATION OF COST (IAW FAR 32.705-2(a))	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

BASIC PERIOD - 1 May 98 through 30 Sep 98 (FY98)

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>
<u>Cost</u>		
0001	Operations and Maintenance, Operations and Support and Operations and Management The contractor shall furnish all necessary supplies and services required to perform program and business management, cost reporting and segregation, environmental, industrial security, technical data, safety, exercises, training and other related items as required by launch program in accordance with the Statement Of Work for the LO&SC, dated <u>April 1998</u> , and the performance standards document. <u>COST-PLUS-AWARD-FEE</u>	\$9,516,682
0002	Systems Management The contractor shall furnish all necessary supplies and services required to perform systems engineering, safety engineering, logistics support analysis, configuration management, procedure development, and studies in accordance with the Statement Of Work for the LO&SC, dated <u>April 1998</u> , and the performance standards document. <u>COST-PLUS-AWARD-FEE</u>	\$ 642,430
0003	Data The contractor shall furnish all necessary supplies and services required to deliver data as set forth in the Accessible Data Products Lists, and Appendix K of the Statement of Work. <u>COST-PLUS-AWARD-FEE</u>	\$ <u>NSP</u>
0004	Award Fee Pool	
0004AA	Award Fee Pool (1 May 98 through 31 Aug 98)	\$ 824,875
0004AB	Award Fee Pool (1 Sep 98 through 30 Sep 98)	\$ 148,955

BASIC PERIOD - 1 Jun 98 through 30 Sep 98 (FY98)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0005	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated costs for this line item is <u>\$500K.</u>	\$ <u>TBN</u>
ESTIMATED COSTS (CLINs 0001 - 0003)		\$10,159,112
AWARD FEE (CLIN 0004)		\$ 973,830
ESTIMATED AMOUNT (CLIN 0005)		\$ <u>TBN</u>
ESTIMATED TOTAL FOR ALL CLINs (FY98)		\$ 11,132,942

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 1 - 1 Oct 98 through 30 Sep 99 (FY99)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0006	<p>Operations and Maintenance, Operations and Support and Operations and Management The contractor shall furnish all necessary supplies and services required to perform program and business management, cost reporting and segregation, environmental, industrial security, technical data, safety, exercises, training and other related items as required by launch program. in accordance with the Statement Of Work for the LO&SC, dated <u>April 1998</u>, and the performance standards document. <u>COST-PLUS-AWARD-FEE</u></p>	\$27,991,174
0007	<p>Systems Management The contractor shall furnish all necessary supplies and services required to perform systems engineering, safety engineering, logistics support analysis, configuration management, procedure development, and studies in accordance with the Statement Of Work for the LO&SC, dated <u>April 1998</u>, and the performance standards document. <u>COST-PLUS-AWARD-FEE</u></p>	\$ 3,633,696
0008	<p>Data The contractor shall furnish all necessary supplies and services required to deliver data as set forth in the Accessible Data Products Lists, and Appendix K of the Statement of Work. <u>COST-PLUS-AWARD-FEE</u></p>	\$ <u>NSP</u>
0009	Award Fee Pool	
0009AA	Award Fee Pool (1 Oct 98 through 28 Feb 99)	\$1,165,059
0009AB	Award Fee Pool (1 Mar 99 through 31 Aug 99)	\$1,690,872
0009AC	Award Fee Pool (1 Sep 99 through 30 Sep 99)	\$245,276

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 1 - 1 Oct 98 through 30 Sep 99 (FY99)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0010	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M.</u>	NOT TO EXCEED \$ 889,000
ESTIMATED COSTS (CLINs 0006 - 0008)		\$ 31,624,870
AWARD FEE (CLIN 0009)		\$ 3,101,207
ESTIMATED AMOUNT (CLIN 10)		NOT TO EXCEED \$ 889,000
ESTIMATED TOTAL FOR ALL CLINs (FY99)		\$ 35,615,077

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

PART I - THE SCHEDULE

SECTION G
CONTRACT ADMINISTRATION DATA

A. SPECIAL CONTRACT CLAUSES IN FULL TEXT

G-1. ACCOUNTING AND APPROPRIATION DATA

ACRN	Acct Class Data	Appropriation/Lmt Subhead/CPN Recip DODAAD Supplemental Accounting Classification Information	Obligated Amount
AA	5783400 308 83LE 253099 555LO 01 35182F 662400 F62400 PR# F50LGZ82660200 = \$220,000.00 P00005 = -(\$43,415); P00010 = -(\$7,840)		3,816,742
AB	5783400 308 83LE 25309A 555LO 01 35119F 662400 F62400		280,000
AC	5783400 308 83LE 25309C 555LO 01 33605F 662400 F62400		600
AD	5783400 308 83LE 25309D 555LO 01 35119F 662400 F62400		786,000
AE	5783400 308 83LE 25309S 555LO 01 33605F 662400 F62400		684,300
AF	5783400 308 83LE 25309T 555LO 01 35144F 662400 F62400 PR# - F55SLS82180100 = \$148,000.00 + \$64,400.00		4,685,600
AG	5783400 308 83LE 25309U 555LO 01 35138F 662400 F62400		174,700
AH	5783400 308 83LE 213043 55590 01 35138F 662400 F62400 PR# - F55SLS82390900 = \$10,000.00		10,000
AJ	5783400 308 83LE 213010 55590 01 35119F 662400 F62400 PR# - F51SLS81761500 = \$160,000.00 + \$45,000.00 PR# - F51SLS81761100 = \$290,000.00 PR# - F51SLS81760200 = \$200,000		695,000
AK	5793400 309 83LE 253099 555LO 01 35182F 662400 F62400 PR# F50LGZ82310200 = +\$9,279,998(P00007); -(\$2,983,000)(P00008); -(\$11,926AF)(P00010) PR# F50LGZ 9034 0400 = +\$45,000 (P0010)		6,330,072
AL	5793400 309 83LE 25309A 555LO 01 35119F 662400 F62400 PR# - F50LGZ82310200 = \$926,000 (P00007) PR# - F50LGZ83430200 = +\$978,000 (P00008) [P00010 = -(\$3,606AF)]		1,900,394
AM	5793400 309 83LE 25309D 555LO 01 35119F 662400 F62400 PR# - F50LGZ82310200 = \$2,990,998 (P00007) PR# - F50LGZ83430200 = +\$ 876,000 (P00008) [P00010 = -(\$7,324AF)] PR# F51SLS 9004 0100 = +\$350,000 (P00010)		4,209,674
AN	5793400 309 83LE 25309S 555LO 01 33605F 662400 F62400 PR# - F50LGZ82310200 = \$1,242,007 (P00007) PR# - F50LGZ83430200 = +\$ 252,000 (P00008) [P00010 = -(\$2,829AF)]		1,491,178
AP	5793400 309 83LE 25309T 555LO 01 35144F 662400 F62400 PR# - F50LGZ82310200 = +\$13,812,999 (P00007), +\$ 2,983,000 (P00008) PR# - F50LGZ83430200 = +\$1,368,000 (P00008) [P00010 = -(\$34,402AF)] F55SLS 8294 0300 = \$400,000 (P00010) F55SLS 9012 0300 = \$2,211,396 (P00010)		20,740,993

PART I - THE SCHEDULE

**SECTION G (CONTINUED)
CONTRACT ADMINISTRATION DATA**

<u>ACRN</u>	<u>Acct Class Data</u>	<u>Appropriation/Lmt Subhead/CPN Recip DODAAD Supplemental Accounting Classification Information</u>	<u>Amount</u>	<u>Obligated</u>
AQ	5793400 309 83LE 25309U 555L0 01 35138F 662400 F62400			850,766
	PR# - F50LGZ82310200 = \$ 531,998 (P00007)			
	PR# - F50LGZ83430200 = +\$118,000 (P00008)			
	[P00010 = -(\$1,232AF)]			
	PR# F55SLS 8301 0700 = +\$100,000 (P0010)			
	PR# F55SLS 9055 0500 = +\$102,000 (P0010)			
AR	5783020 158 3630 230770 43100 01 33110F 672300 F72300			92,000
	PR# F50LGZ 9041 0100 = \$92,000 (P0010)			

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>	<u>DATE</u>
1	Statement Of Work	TBD	April 1998
2	Performance Standards Document	2	23 Sep 97
3	DD Form 254	5	30 Apr 98
4	Award Fee Plan	18	23 Apr 98
5	DOL Wage Determination	31	01 Oct 1998
6	Base Support	8	19 Sep 97
7	Subcontracting Plan	24	TBD
<u>EXHIBIT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>	<u>DATE</u>
A	Government Furnished Equipment		23 Oct 97

ATTACHMENT 5
(Revised 01 Oct 1998)

DOL WAGE DETERMINATION

98-0636 REV (00)
94-2118 REV (10)

(page 1 of 31)

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Chas. J. Russell
Division of Wage Determinations

Wage Determination No.: 98-0636
Revision No.: 00
Date of Last Revision: 10/20/1998

State(s): Florida
Areas: Florida COUNTIES OF Brevard

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE MONTHLY MONETARY WAGE

Employed on U.S. Department of Air Force
contract(s) for: Launch Operations and Support
services at Cape Canaveral Air Station
in the above locality.

In accordance with Section 2(a) and 4(c) of the Service Contract
Act, as amended, employees employed by the contractor in
performing the above services and covered by the collective
bargaining agreement between Sverdrup Technology, Inc. and
Transport Workers Union of America, Local 525 are to be paid
wage rates and fringe benefits set forth in the current collective
bargaining agreement effective September 11, 1998 through
March 11, 1999.

This Agreement is entered into September 11, 1998, between Sverdrup Technology, Inc. (the Company) and the Transport Workers Union of America, Local 525, AFL-CIO (the Union).

Article 1—Preamble

This Agreement is entered into under the terms of the National Labor Relations Act, as amended, for the mutual interest of present and future employees, and of the Company, to promote the safety and continuity of operations, to stabilize employment under reasonable hours, rates of pay and working conditions, and in the interest of the space effort of the United States Government, to further the efficiency and economy of operations. It is recognized by the Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively, for the advancement of these conditions.

Article 2—Recognition and Scope

The Company recognizes the Union as the exclusive collective bargaining representative for all its employees in the following appropriate bargaining unit:

Included: All regular full-time and part-time Area mechanics, Assistant area mechanics and Contamination control technicians employed by the Company at its Cape Canaveral Air Station location.

Excluded: All other employees, guards and supervisors as defined by the National Labor Relations Act.

Except for emergencies, supervisors will not do bargaining unit work.

Article 3—Bulletin Boards and Agreement

- a. The Company shall provide Bulletin Boards for the use of the Union. All notices placed on such Bulletin Boards shall relate solely to official Union Business and shall have the official signature of the Union.
- b. The Company shall print copies of this Agreement in an appropriate booklet and shall give a copy upon request to each employee covered by this Agreement within sixty (60) days of the date of this Agreement unless prevented from so doing by circumstances beyond its control, and shall furnish a copy of this Agreement to each new employee hired in any classification covered thereby.

Article 4—Equal Treatment

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, age, color, race, creed, national origin, disability, religion, or status as Veterans of Vietnam Era or Disabled Veterans in accordance with applicable State and Federal laws. It is also understood that the Union will continue to cooperate with the Company in maintaining its Affirmative Action Program to ensure the equality of opportunity in all aspects of employment.

Article 5—Management Rights

Except as otherwise provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership or management, including the right to determine the number and location of its facilities and the methods, quality standards and

schedules of operation, to implement technological changes or innovations, to manage the facilities, to subcontract work, to use self-directed work teams and to otherwise direct the working forces. The right to hire new employees, to evaluate performance, to assign work, to discipline or discharge employees for just cause, to promote or transfer employees, to lay off for lack of work or other legitimate reasons, to make such reasonable rules and regulations relating to the conduct of its employees as it considers necessary or advisable for the efficient conduct of its business, and to require employees to observe such rules and regulations, and to determine the hourly schedules of employment shall be vested exclusively with the Company. It is agreed that the enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights of ownership or management not so enumerated.

Article 6--Union Shop and Check Off Agreement

- a. All employees covered by the Transport Workers Union Agreement shall, thirty (30) days from the date of employment, or thirty (30) days from the date of this Agreement, whichever is the later, as a condition of employment, pay initiation fees and membership dues uniformly required as a condition of acquiring or retaining membership, or alternatively a sum of money determined to constitute a representation fee, prescribed by the Union's rules.
- b. Such employees who are or become members of the Union shall pay initiation fees and membership dues as set forth herein except that payment of initiation fees and membership dues shall not be required as a condition of employment during periods in which the employee is not in a pay status, or during periods in which the employee, though being in the pay status, is employed in a classification not covered under this agreement.
- c. Any employee who is more than sixty (60) days in arrears in the payment of representation fees or initiation fees/membership dues attributable to periods of time on and after the date of this Agreement or thirty (30) days following date of his/her employment, whichever is later, shall be subject to discharge.
- d. When an employee becomes delinquent within the meaning of paragraph (c) hereof, the following procedure shall apply.
 1. The International Representative of the Union, or his/her designee, shall notify the employee in writing, registered mail, return receipt requested, copy to the Company, that he/she is delinquent in the payment of initiation fees and/or membership dues, as specified herein, and accordingly is subject to discharge as an employee of the Company. Such letter shall also notify the employee that he/she must remit the required payment within fifteen (15) days of the date of mailing of the notice, or be subject to discharge.
 2. If upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the International Representative of the Union, or his/her designee, shall certify in writing to the Company, copy to the employee, that the employee has failed to remit payment within the fifteen (15) day grace period provided in subsection (1) above, and is, therefore, to be discharged from the service of the Company, and shall so discharge him/her upon his delinquency for sixty (60) days unless he/she files a grievance as provided below.
 3. An employee discharged by the Company under the previous paragraph shall be deemed to have been discharged for just and sufficient cause.

- e. A discharge under the terms of this Agreement shall be used solely upon the failure of the employee to pay or tender payment of representation fees, or initiation fees and membership dues, and not because of denial or termination of membership in the Union upon other grounds.
- f. A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Agreement shall be subject exclusively to the following procedure:
1. An employee who is to be so discharged who believes that the provisions of this Agreement pertaining to him/her have not been properly interpreted or applied may submit their request for review in writing within five (5) work days from the date of his/her notification by the Company as provided above. The request will be submitted to their immediate supervisor who will review the grievance and render his/her decision in writing not later than five (5) days following the receipt of the grievance.
 2. The grievance shall otherwise be processed pursuant to grievance procedures set forth in this Agreement.
 3. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims, awards or judgments, including court costs and legal fees, which may be made by an employee or employees against the Company by virtue of the misinterpretation or misapplication of any of the terms of this Agreement, Article 6.
- g. During the life of this Agreement, the Company agrees to deduct from the pay of each bargaining unit member, and remit to the Union, membership dues or fees uniformly levied in accordance with the Constitution, rules and/or By-laws of the Union and as prescribed by Law, provided such member voluntarily executes the Union's "Check-Off Form".
- h. When a member executes such "Check-Off Form" in a manner suitable to the Union, the International Representative of the Union shall forward an original copy to the Company. Any notice of revocation, as provided for in this Agreement or applicable law, must be in writing, signed by the employee, and delivered by registered mail, addressed to the appropriate accounting official of the Company with a copy to the Local Union. Check-Off Forms and notice received will be stamped dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- i. When a Check-Off Form, as specified herein, is received by the appropriate accounting official on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or canceled as provided in this Agreement. Each accounting office of the Company will remit to the Union checks in payment of all dues collected. Those remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittances of dues/fees to the Union will be accompanied by lists of names and employee numbers of the employees for whom deductions have been made in the particular period and individual amounts deducted.
1. No deductions of dues/fees will be made from the wages of any employee who has executed a Check-Off Form and who has been transferred to a job not covered by the Agreement, or who is not in pay status. Upon return to work within a classification covered by this Agreement, deduction from future wages shall be automatically resumed provided the employee has not revoked the

assign.)nt in accordance with this Agreement, and provided it is in accordance with the other appropriate provisions of this Agreement and applicable law.

2. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated from the employ of the Company shall be deemed to have automatically revoked his/her assignment and if he/she is recalled or re-employed, further deduction of dues/fees will be made only upon execution and receipt of a new Check-Off Form.
- j. Collection of any back dues/fees owed at the time of starting deductions for any employee, and collection of dues/fees missed because the employee's earnings were not sufficient to cover the payment of dues/fees for a particular pay period, will be the responsibility of the Union and will not be subject to payroll deductions.
- k. Deductions of dues/fees shall be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employees or requirement of law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues/fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- l. In the event any part of this Agreement contained in Article 6 is determined not to be in compliance with applicable law, the parties shall meet and renegotiate new language to comply with applicable law and to fully implement the Union's rights under the law to collect dues/fees. In the event the parties cannot reach agreement, an arbitrator shall determine the contract language using the grievance procedure set forth herein.

Article 7—No strike/No Lockout

During the term of this Agreement, The Union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, strike, sympathy strike, sit down or picketing against The Company. During the term of this Agreement the Company shall not cause, permit or engage in any lockout of its employees.

Article 8—Company Rules, Policies and Procedures

Except as modified by this Agreement, the Company's existing work rules, policies and procedures shall apply. The Company may reasonably modify its rules, policies and procedures from time to time. New or modified rules and procedures shall be processed through the Company's Cape Canaveral Group Advisory Committee, with the Company having final approval. The Advisory Committee shall be made up of an appropriate number of employees, including employees selected by the Union, and company personnel. The Committee's recommendations are not binding on the Company. The Union may challenge any unreasonable rules, policies and practices by resort to the processes of Article 9 of this Agreement. Unless expressly adopted in this Agreement, no past practices from the predecessor contractor(s) are carried forth.

Article 9—Grievance, Arbitration and Mediation

- a. The Grievance/Arbitration procedure shall consist of the following steps:

Step 1—Any employee who believes that he or she has been unjustly treated or that any provision of this Agreement has not been properly applied or interpreted may present his/her grievance in person or through the union within five (5) calendar days to his supervisor. The supervisor shall respond to the grievance within five (5) calendar days.

Step : Any unsettled grievance may be appealed within ten (10) calendar days to the Department Director or his/her designee for further discussions. The Department Director or his/her designee shall render a decision in writing within ten (10) calendar days.

Step 3—Any grievance remaining unresolved may be appealed to an independent arbitrator through the rules of the American Arbitration Association. The demand for arbitration must be made within fifteen (15) calendar days after receipt of the Company's response in Step 2. The arbitrator's jurisdiction shall be strictly limited to determining questions involving the interpretation or application of this Agreement. The arbitrator shall have no authority to add to or subtract from any of the terms or conditions of this Agreement. The decision of the Arbitrator shall be final and binding.

- b. The Company and the Union may agree at any time to waive any or all of the above steps in the interest of expediting the resolution of a grievance. Both parties may also agree to submit any dispute to mediation in addition to or in lieu of any of the above steps.
- c. Grievances regarding suspension or discharge will be initiated at Step 2 of the Grievance Procedure and must be filed within ten (10) calendar days, in writing, as set forth in Step 2 of the Grievance procedure.
- d. An employee who, during his/her normal working time meets with Company officials on grievances shall be paid the regular rate of pay for time so spent.
- e. An employee cannot refuse to perform assigned bargaining unit work because of a belief that the assignment violates this Agreement. In other words, the principle of "work first, grieve later" is adopted by the Company and the Union.
- f. The Company shall have the right to file grievances. In such cases, the Company shall notify the President of the Union within ten (10) calendar days of the issue. Any unresolved grievances may proceed through Step 3 above.
- g. The Union shall have the right to file grievances. An International Representative or Local Union President who believes that any provision of this Agreement has not been or is not being properly applied or interpreted shall have the right within ten (10) calendar days after such alleged misapplication or misinterpretation to protest such violation to the appropriate Company representative who shall evaluate such protest and render a decision in writing within fifteen (15) calendar days. Such decision may be submitted to the Arbitration process set forth in Step 3 above.

Article 10—Contracting Out of Work

The Union has informed the Company that there is apprehension among the employees with respect to contracting out of work during the term of this Agreement that is now being performed by Company employees under this Agreement. Therefore, it is understood that if the Company lays off personnel as a result of contracting out of work, the Company will meet promptly upon request of the International Union to resolve any problems arising therefrom.

Article 11—General Benefits

Except as modified by this Agreement, general benefits that have been established by the Company, and in existence since June 1, 1998, shall be continued unless changed by mutual consent or by resort to the processes of Article 9 of this Agreement.

Article 12- Military

- a. The re-employment and seniority status of any employee hereunder, who while in the active service of the Company entered the Armed Services or during wartime entered the Merchant Marine of the United States shall be governed by the provisions of the Uniformed, Services Employment and Reemployment Rights Act, as amended, or other applicable law.
- b. When military training leave of up to a maximum of twenty one (21) calendar days is granted, time spent on such leave shall not affect the employee's wages, vacation accrual, or seniority.

Article 13-Termination of Employment

- a. Employees shall give the Company two (2) weeks notice of resignation in writing.
- b. Employees laid off through no fault of their own shall be granted two (2) weeks notice in writing. If applicable, the Company shall comply with the Worker Adjustment Retraining & Notification Act.
- c. This requirement of notice, set forth in (b) above, shall not apply to a layoff caused by an Act of God, or by a strike of the employees of the Company.

Article 14-Work Clothing, Tools and Safety Shoes

- a. Employees shall be required to wear work clothing that is reasonably suited and safe for the type of work they are assigned. Lettering of any description other than standard Company insignia as prescribed by the Company, or Union insignia shall not be permitted on any work clothing.
- b. Where employees are required by the Company to wear standard company coveralls or specialized work clothing, such clothing shall be furnished and laundered by the Company.
- c. Where it is a requirement of an employee's job, the Company will reimburse the employee up to a total of \$85.00 per calendar year for one pair of ANSI Z41 certified safety shoes.
- d. Each employee shall be required to have the standard hand tools necessary to perform the duties of his/her classification, as agreed and described in each classification tool list created by the Company. Specialized tools shall be furnished by the Company.
- e. In the event of total loss of an employee tool box and its contents as a result of fire or theft while the box is located on Company property or while the employee is traveling and/or working on an authorized Emergency Work assignment and stored in a company designated area, the employee will assume the first \$50.00 of replacement cost and the Company will provide up to \$425 for the loss of a "Tool Box" towards the balance of the replacement cost of the tool box. This benefit only applies to the entire loss of a toolbox and its contents. It does not cover loss of individual tools. Only tools required by the established tool list for the employee's classification will be considered for replacement.

- a. It is understood that the Company has the right to discipline or discharge an employee for incompetence, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, violation of pertinent regulations imposed on the Company by the United States Government in reference to employees under this Agreement, violation of Company policies, or any just and sufficient cause.
- b. During the probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.
- c. All verbal warnings will be removed after a one-year period. Written reprimands and suspension letters shall be removed after a period of two (2) years from the date of issuance. Disciplinary actions involving sexual harassment, workplace violence or gross misconduct not resulting in termination shall remain in the personnel file indefinitely.

Article 16--Safety and Health

- a. The Company recognizes its responsibilities to provide a safe and healthful working environment for employees. The Union also recognizes its responsibilities to cooperate with the Company in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that all employees shall comply with reasonable safety rules of the Company not inconsistent with Federal or State Laws.
- b. In accordance with the Drug Free Workplace Act of 1988, the Company and the Union agree to provide a workplace that is free from the illegal use, possession/distribution of drugs or other controlled substances and that is free from the influence of alcohol abuse. Therefore, the Company and the Transport Workers Union of America and it's Local 525, have negotiated and agreed to implement the Drug and Alcohol Program established by the Company which has been designed to establish a system for early identification of an employee with a dependency problem and for referral of that individual for appropriate treatment. This program provides for pre-employment, reasonable suspicion, post accident drug testing as well as supervisory referral, Union referral or self-referral to the Employee Assistance Program (EAP).

Article 17--Wages

- a. The hourly regular rates of pay for employees covered by this Agreement are:

Area Mechanic	\$18.45
Lead	\$19.37
Senior Lead	\$20.30
Assistant Area Mechanic	\$15.00
Contamination Control Tech.	\$12.76
Lead	\$13.19
Senior Lead	\$13.82

- b. New employees shall receive a rate of pay fifteen percent (15%) below the rate of the classification set forth in this Agreement. In addition to their general wage increase, new employees shall receive an increment increase of five percent (5%) on April 1 of each year for three (3) years until parity is reached.
- c. Senior Lead and Lead positions will be subject to recompetition between January and March of 1999 according to reasonable standards established by the Company.

- u. Effective October 1, 1998, each employee will receive a 2% increase in base pay. In addition, each employee will be eligible to receive an additional average annual incentive bonus of 1.5% of base pay based on individual and team performance as determined by the Company. Qualifying employees will receive incentive bonuses no later than the last pay period in October and April. The Company and the Union understand that some employees may not receive any incentive bonus while other employees may receive incentive bonuses in excess of 1.5 percent annually. The entire incentive pool will be distributed among qualifying employees.
- e. The Company agrees to maintain a nominal ratio of 3:1 of Area Mechanics to Assistant Area Mechanics.

Article 18—Overtime Compensation

- a. Employees will be paid overtime for all hours worked which are greater than eight hours per day.
- b. Overtime hours require prior approval of the supervisor/manager.
- c. For hours worked over 8 hours in a day, employees will be paid at time and one half the base rate of pay.
- d. Vacation and sick leave hours do not count as regular hours worked for daily overtime consideration.
- e. Employees who work a compressed work week (four ten hour days) will receive overtime pay for hours worked in excess of 10 hours per day.
- f. In the event an employee works on his/her normal days of rest the employee will have two options as outlined below:
 1. Voluntarily elect to take the corresponding number of days worked as flexed days within the same pay week. For example, with a regular shift of M-F, 7:00 am to 3:30 pm, an employee works 8 hours on Saturday. He/she may elect to take an 8 hour flexed day off during the same workweek. This option must be documented on a Memo for Record, with a selected day off and approval signature from the Supervisor/Manager. *This option results in no paid overtime.*
OR
 2. The employee may elect to receive overtime compensation for the hours worked.
- g. Overtime worked after a regular shift of 8 hours is not eligible for shift differential pay and will be paid at time and one-half.
- h. During a mission support event, where the employee works extra hours prior to working his/her regular 8 hour shift, the overtime hours will be paid at time and one-half. This guideline is applicable during mission support where O&M work is normally done prior to the start of a regular shift and is considered an extension of his/her regular shift.
- i. The Company will make every reasonable effort consistent with its operating requirements, to give affected employees two (2) hours notice when overtime is required.
- j. Double the regular hourly rate shall be paid to an employee for all work performed on the seventh (7th) consecutive day actually worked (shift change excepted).
- k. Overtime work shall be distributed among employees qualified to perform the work required as equitably as practicable.

Article 19—Cross-utilization

The Company shall have the sole right to cross-utilize employees covered by this Agreement. In cross-utilizing its employees, the Company will only assign employees to work within the employee's ability as judged by the Company. Nothing in this Agreement shall be construed to prevent the Company from assigning any employee to any work area. Nothing in this Agreement shall be construed to prevent any employee from performing work normally assigned to other classifications.

Article 20—Multi-skill Incentive Pay

For each additional skill in which an employee becomes certified/qualified, the employee will receive an increase in compensation. The Company's Skill Certification Board will develop the requirements necessary for an employee to participate in this plan. The Skill Certification Board will be made up of representatives of the Company and members of the bargaining unit designated by the Union. Employees not designated by the Union will be welcome to participate. The additional compensation to be paid will be negotiated with the Union.

Article 21—Shift Differential

- a. The "core work week" is defined as Monday through Friday, first shift. Management will further define the specific working hours for each area or group based on mission and/or customer requirements to 8 ½ hours between 6 am and 6 pm.
- b. A regular shift is defined as a scheduled work week shift that is posted by management. A shift that is scheduled but outside of an employee's regular shift (non-normal work shift hours) is defined as a shift change. Overtime worked after a *regular* shift is not eligible for shift differential pay.
- c. A shift differential equal to three percent (3%) of the base hourly rate of pay will be paid for regularly scheduled weekend work, second and third shifts.
- d. In the event an employee's work day is *shifted* during a core work week to meet critical needs or customer requirements, those non-core hours will be paid with the shift differential included.

Article 22—Benefits

Sverdrup offers the following benefits plans in which employees are able to participate:

NOTE: THIS IS INTENDED TO BE A BRIEF SUMMARY OF EMPLOYEE BENEFITS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS SUMMARY AND A PLAN DOCUMENT, THE PLAN DOCUMENT WILL TAKE PRECEDENCE. All listed benefits are in accordance with the plan documents in effect on August, 1998.

1. SHORT TERM DISABILITY

The company provides, at no cost, short term disability pay after a seven (7) day period (on the eight (8) day), which replaces sixty (60%) percent of an employee's straight time rate for up to twenty-six (26) weeks.

2. LONG TERM DISABILITY

Employees are provided, at no cost, with a sixty (60%) percent disability income replacement benefit, after satisfying a 180-day waiting period. Benefits are payable up to age 65 except for mental/nervous disorders, which are limited to twenty-four (24) months.

3. 401(k) SAVING PLAN

All regular employees are eligible to join the 401(k) Savings Plan effective the first month following their date of employment. Employees may contribute up to 17% of base pay. Employees are immediately 100% vested. Restrictions apply to part-time eligibility. The company will contribute three (3%) percent of the employee's base pay. For all contributions made by an employee up to two (2%) percent of his/her base pay, the Company will match fifty (50%) percent.

4. BASIC LIFE INSURANCE

The Company provides a basic term life insurance policy equal to an employee's annual base pay (rounded up to the next \$1,000). Because this coverage may result in additional "imputed income" employees have the right to waive this company-provided coverage. If an employee elects to waive coverage, he/she may not elect coverage at a later date.

5. SUPPLEMENTAL LIFE INSURANCE

The Company offers supplemental life coverage in \$10,000 increments up to \$500,000. Policies over \$200,000 in coverage will require evidence of insurability.

6. DEPENDENT LIFE INSURANCE

Employees can purchase a \$5,000 policy for their spouse and \$2,000 policies for their dependent children. This is a bundled arrangement and therefore the premium amount is the same regardless of the number of dependents covered.

7. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

The Company provides \$10,000 of Accidental Death and Dismemberment coverage at no cost. Employees may purchase additional AD&D coverage in \$10,000 increments up to \$250,000 in coverage.

8. TRAVEL ACCIDENT

A benefit of \$100,000 will be paid to a designated beneficiary in the event of the accidental death of an employee while traveling on company business. The full cost of this insurance is paid by the company.

9. MEDICAL, DENTAL, VISION, PRESCRIPTION DRUG COVERAGE

The company provides PPO medical, dental, vision and pharmacy coverage at no cost to an employee. Employees may choose HMO coverage for medical and pharmacy in lieu of PPO coverage by paying an additional nominal amount.

10. FLEXIBLE SPENDING ACCOUNTS

Flexible Spending accounts are defined as a Medical Reimbursement Account (MRA) or a Dependent Care Reimbursement Account (DCR). Employees enrolled in the MRA can set aside up to \$2,500 in tax-free dollars per full year for eligible medical expenses. Employees enrolled in the DCR can set aside up to \$5,000 in tax-free dollars per year for dependent care expenses.

11. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employees and their family members are provided with an on-site confidential counseling assistance program. This voluntary program is available to assist those who experience a need for counseling assistance related to problems such as substance abuse, family problems, and a variety of other stressful situations.

12. LONG TERM CARE INSURANCE

The Company offers the opportunity to enroll in a Long Term Care Insurance Policy. This policy provides benefits should an employee or a family member become ill or injured and require long term care outside of a hospital environment.

Article 24—Vacations

Hours Earned

a. Employees earn vacation based on length of service as shown in the table below. The vacation year is October 1 through September 30.

0-5	years of service	10 days
5-15	years of service	15 days
15-20	years of service	20 days
20+	years of service	25 days

- b. The annual allowance is accrued weekly and must be earned before any part may be used. Advance written approval from the employee's Group Manager is required to use and receive payment for any unearned vacation hours (maximum 40 hours). Employees terminating with a deficit vacation balance must repay the company prior to termination or repayment will be taken from other income sources.
- c. All vacation will be charged to the nearest tenth of an hour.
- d. Vacation pay is at the employee's straight-time rate.
- e. Employees separated from the payroll will be paid for unused vacation up to 160 hours, except that he shall not be paid if he has been discharged for a cause involving monetary or material loss to the Company. In the case of separation due to lay-off or death, the maximum will be 240 hours. Vacation credit for a full week is earned if the employee is separated on or after Wednesday of the workweek.
- f. Holidays during an employee's vacation are charged to the holiday.
- g. Vacation shall be selected at the beginning of the vacation year by seniority.

- h. Vacations will be approved giving due consideration to operational needs, length of service, and the employee's preference or needs.
- i. The Company and the Union encourage all employees to take vacation as it accrues. Weekly accruals that cause an employee's month-end balance to exceed 240 hours will be forfeited and not posted to employee's account.
- j. An employee's allowable year-end vacation accrual balance cannot exceed the year-end balance of 160 hours.

Advance Checks

- k. Employees may request advance payment for earned vacation covering five or more workdays. Checks must be requested at least seven calendar days in advance and will be distributed no more than two days before absence begins. If the vacation schedule is changed, the vacation check must be returned to Payroll. Payroll determines which advance payments will apply. If the employee has elected direct deposit, payments will be made weekly as normal. The employee will complete their time card in advance of absence, charging vacation time; no further action is required. No advance payment will be made for unearned vacation.

Article 25—Personal Leave

Employees are eligible to receive the following paid personal leave benefits effective October 1, 1998:

- a. An advance of 48 hours is given as of October 1 of each year. Personal leave time is earned at the rate of four (4) hours per month and credited against the employee's account. The personal leave time is advanced to employees ahead of the time it is actually earned. Therefore, if an employee terminates his employment before the end of twelve month period (October 1 through September 30) for which he has received an advance of personal leave time and if he/she has charged more personal leave than a pro rata share of credits earned for months of service rendered, he/she will owe the balance to the Company.
- b. Personal leave may not be carried over from year to year. Employees will be paid for unused personal leave at the end of each year (October 1 through September 30).
- c. Pay is received at the employee's straight time rate as long as he/she has personal leave credits to cover his/her balance.
- d. Absences will be charged to the nearest tenth of an hour.
- e. Personal leave shall accrue during absences due to illness or injury.
- f. Personal Leave days may be used for any reason. Employees should schedule days off as far in advance as possible.

Article 26—Leave of Absence

- a. Upon approval of the Company, a personal leave of absence of up to ninety (90) days may be granted an employee. During such leave the employee's union seniority shall

The Company will consider the following factors when reviewing a request for a person's leave:

1. The purpose of the leave.
 2. The length of time the employee will be away.
 3. The effect the leave will have on the ability of his organization to carry out its responsibilities.
 4. The employee's length of service.
- b. If such leave under (a) above is extended by the Company, the employee will retain but will not accrue union seniority, except that union seniority shall continue to accrue on leave for Union business. The Local Union President or Acting Local Union President, if on leave from the Company for Union business, shall continue to accrue Company Service during the period of such leave. An employee accepting gainful employment while on leave of absence except as specifically approved in writing by the Company automatically terminates employment with the Company.
- c. Employees who by reason of bona fide illness require time off will be granted an appropriate leave of absence. Maternity Leave of Absence will be granted in accordance with Company policy and applicable laws. Union seniority will continue to accrue during such leaves. In no event will Union seniority accrue for more than one (1) year.
- d. Time spent on leave of absence shall not count for accruing vacation, personal leave, or pay review. Any leave of absence provided under this Article shall run concurrent with any other leave available, including, if applicable, a leave taken under the Family and Medical Leave Act, vacation or personal leave. Employees shall be required to use all vacation and personal leave prior to obtaining a leave of absence, except in the case of a leave for union business.
- e. Time spent on a Medical Leave of Absence of one year or less shall be considered length of service for the purpose of determining an employee's eligibility for vacation under Article 24.

Article 27—Holidays

- a. Employees shall receive the following paid holidays:
- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
- b. Employees who have at least forty (40) actual days worked since hire or rehire shall be granted two (2) floating holidays each fiscal year. Floating holidays cannot be carried over from one (1) fiscal year to another. Floating holidays should be scheduled in conjunction with a vacation period and must be requested at the time of the annual vacation selection. Requests to liquidate the floating holiday other than on conjunction with a vacation period as specified above may be granted subject to operational requirements.
- c. In addition to these holidays, employees shall be granted any holiday that may hereafter be established by an Act of Congress of the United States. Holidays established by proclamation of the President of the United States may be observed at the discretion of the Company.

in addition to holiday pay, an employee called in or required to work on any of the above holidays shall receive one and one half (1 ½) times his hourly rate for each hour worked with a minimum guarantee of four (4) hours.

- e. Employee who have Saturday and Sunday as their regular days off will observe holidays as follows: When a holiday falls on Saturday, the preceding Friday will be observed as the holiday; when a holiday falls on Sunday, the following Monday will be observed as the holiday.
- f. Employees who have days off other than Saturday and Sunday shall follow the same principle, i.e., if a holiday falls on the first day off, the preceding day will be observed as the holiday; when a holiday falls on the second day off, the following day will be observed as the actual holiday.
- g. No employee shall be required to report for duty on a paid holiday except when absolutely required for the operations, and to the extent that it is practical, holiday work will be evenly distributed among crews needed for such work.
- h. For employee whose regularly scheduled shifts commence between 11:00 p.m. and 12:00 midnight, the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

Article 28—Workweek

- a. The work day shall consist of a twenty four (24) hour period beginning at 12 o'clock midnight, and a regular day's work shall consist of eight (8) consecutive hours, exclusive of meal periods.
- b. The normal work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. on a specific day for each employee, and the regular weekly work schedule shall consist of five (5) work days of eight (8) hours each, exclusive of meal periods, in the work week. Pay periods shall begin on a specific day. However, any scheduled shift or overtime assignment, which is begun between 11:00 p.m. and 12:00 midnight, will count and be paid as if it began on the following day.
- c. Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or shifted consistent with the requirements of service. The Company will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturdays and Sundays, consistent with operational requirements.
- d. Except as specified in (b) above, all time worked in a continuous tour of duty, including overtime, shall be considered as work performed on the workday within which the tour of duty is started.
- e. Notification of a shift change that occurs 8 hours or more prior to a regular shift start is not considered as emergency or non-scheduled duties, and is therefore not compensated with additional pay.
- f. In the establishment or changing of the starting time for the commencement of shifts, the Company will consider among other items, the desires of the employees involved.
- g. Any employee notified by the Company to report for work on a day on which a hurricane occurs or is forecast shall receive a minimum of four (4) hours pay if he reports for work; radio notification given at least two (2) hours prior to the regular starting time of their shift not to report shall be presumed conclusively to have been received by all employees to

with such communication is directed, and any employees affected by such notice who thereafter report shall not be entitled to pay therefor.

- h. An employee hereunder who is required to report for a regular tour of duty without being given at least eight (8) continuous hours off at some time between regular shift tours shall be paid at the applicable overtime rate for all time worked during the second regular tour of duty.
- i. Before the end of each shift, employees shall be allowed five (5) minutes wash up time.
- j. Special shifts may be established for a launch or other special operations with minimal notice. During such special operations, all personnel working the shift or shifts shall receive a flat rate of time and one half (1 + ½) their regular base rate (including their regular shift differential), with a minimum of eight hours per such special shift. No other penalty pay, shift differentials, meal pay or additional overtime pay will accrue while assigned to the special operation shift. Special operations in addition to actual launches are defined as "dry-run" launches, fueling on the pad, or attendance to ships at port or air cargo at the Skid Strip or ordnance loading, or in direct support of a special operations as defined by a flight sheet requirement. The Company commits that such special operations shifts will be used to meet customer requirements that necessarily must run to a particular schedule. Show-up time of a minimum of four (4) hours at time and one half must be paid if the employee is sent home in order to start a later special shift.
- k. Except as otherwise agreed upon in this Agreement, employees contacted on their time off to perform emergency or non-scheduled duties will be compensated a minimum of four hours pay at time and one half. Company can require the employee to work 4 hours for 4 hours pay.
- l. In the event a call-in for emergency or non-scheduled duties takes place less than 8 hours prior to a shift start, the employee will be compensated at one and one half times the base rate of pay for work performed to meet the emergency or non-scheduled duty assignment.
- m. With Manager/Supervisor approval, employees may voluntarily flex their schedule (to begin or end at an earlier or later time) on a daily basis to meet personal needs such as Doctor's appointments, childcare arrangements. An employee may choose this option to avoid using personal leave or vacation leave to meet the required eight-hour day. To exercise this option, an employee will request a shift change in writing in advance, and the manager/supervisor will approve as meets scheduling needs. The Company and the Union agree that this is a voluntary program and will result in zero shift differential pay.

Article 29—Layoff/Recall

- a. A reduction in force is the termination of employees for reasons beyond their control, such as a lack of work because of reorganization, elimination or consolidation of jobs or job functions, partial or complete contract termination, or reduced level contract effort.
- b. The Company will first attempt to meet the full or partial requirements of a reduction in force by:
 - 1. Attrition, including voluntary resignations and retirement.
 - 2. Reassignment of employees according to length of service, performance, and qualifications on a volunteer basis, then transfer of least senior employees. The Company reserves the right to determine if, and when, volunteers will be needed or used. Additionally, the Company reserves the right to accept or reject volunteers based on operational needs.

where qualifications and performance are equal, the senior employee will be chosen.

- c. If the above methods fail to meet the required reduction, employees will be laid off in such manner as to sustain the skills, talents, professional ability, and balance of employee categories necessary to accomplish the work remaining.
- d. Employees will be evaluated and selected for layoff in accordance with the following factors, in the order listed:
 - 1. The affected job.
 - 2. Qualifications to do the work remaining.
 - 3. Seniority.
- e. Seniority rights of an employee who, on the date he/she is laid off, has one (1) year of compensated service under this Agreement, shall terminate if he/she is not rehired within twenty-four (24) months after layoff.
- f. Re-employment after a layoff under this Article shall be in accordance with the criteria listed in paragraph "d" above. The Company shall send a notice of rehiring by certified mail to the last address on file, and, if the employee fails to report to work within fifteen (15) calendar days after the certified delivery date of the recall letter, he/she shall lose all seniority rights.
- g. An employee who refuses recall under this Article loses his recall rights.
- h. An employee laid off under this Agreement who has been re-employed under the conditions outlined in the Article on Severance Pay shall retain all seniority and length of service credit for pay and other purposes accrued under this Agreement prior to the date of his/her layoff.

Article 30—Severance Pay

- a. Any employee with one (1) year or more of service under this Agreement who is laid off for any reason other than those set forth in paragraph (b) and (e) shall receive severance pay as set forth in paragraph (d).
- b. Severance allowance will not be paid if the layoff is the result of an Act of God, a national war emergency, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work.
- c. At the time of layoff, the Company shall advise the employee in writing of the reasons for his release.
- d. All employees with a seniority date before June 1, 1997, shall have the option of receiving the value of their severance allowance as of June 1, 1998 as set forth in the following table or five (5) weeks severance calculated at the time of layoff, whichever is greater. Severance shall be based on length of compensated service under this Agreement with the Company from date of employment and shall be in addition to all other benefits set forth in the agreement. A week of severance shall be computed on the basis of the employee's regular straight time hourly rate multiplied by forty (40) hours.

If Employee has completed as of June 1, 1997

Severance Allowance Value

1 year of service	3 weeks
2 years of service	3 weeks
3 years of service	4 weeks
4 years of service	5 weeks
5 years of service	6 weeks
6 years of service	7 weeks
7 years of service	8 weeks
8 years of service	9 weeks
9 years of service	10 weeks
10 years of service	11 weeks

For all employees with a seniority date after June 1, 1997, severance shall be allotted as set forth in the table above, except that no employee regardless of years of service shall receive more than five (5) weeks of severance calculated as of the time of layoff.

- e. Severance allowance shall not be granted when: (1) the employee is offered a job in a lower classification and elects to accept it in accordance with Article 34 of the Agreement between the parties; (2) the employee accepts employment of the same, similar, or greater responsibility or skill by a Successor Contractor to the LO & SC Project.
- f. An employee recalled to work under the terms of Article 29 after being on layoff, who is again laid off under conditions that would entitle him/her to severance allowance, shall be entitled to the amount specified for their years of compensated service with the Company in accordance with paragraph (d) of this Article, less the amount received on the occasion of the previous severance.
- g. An employee who has been given severance allowance at the time of layoff and who is rehired in less than the number of weeks covered by the severance allowance (plus an additional two (2) weeks if he also received two (2) weeks pay in lieu of notice) will have the amount of overpayment deducted from his subsequent earnings.

Article 31—Meal periods

- a. Meal periods shall be thirty (30) minutes except when varied by agreement between the parties.
- b. Meal periods shall be scheduled not earlier than three (3) hours after commencement of work and not later than five (5) hours after commencement of work. If, because of operational needs, an employee works a complete shift without a meal break between the 3rd and 5th hour, the employee shall receive overtime pay at time and one half, for all hours worked in excess of eight (8) hours.

Article 32—Seniority

- a. New employees, regardless of classification, shall be considered on probation for a period of six (6) months or one hundred and twenty (120) actual days worked, from the date of hire, or until a governmental security clearance is received by the Company for the individual involved, whichever is the longer.
- b. When a required employee security clearance, Security Certifications or any other Certification is in process and not received within twelve (12) months of employment (or

12 months from the dates it was determined an employee would be required to obtain security clearance (i.e., Security Certifications or any other Certification), the employee may be terminated without recourse under this Article. However, the employee may be placed in an existing vacancy for which a security clearance is not required, if the employee is qualified.

- c. Seniority shall commence with the date of placement on the payroll of the Company under this Agreement in any classification hereunder.
- d. Seniority shall govern the choice of days off so long as operational needs are not adversely impacted.
- e. Seniority lists of the employees in classifications under this Agreement, giving name, the seniority date, and job classification shall be furnished the Union one (1) month after signing this Agreement. A list of additions and separations shall be furnished monthly.
- f. An employee who accepts an assignment in a supervisory capacity for the company and who accrued seniority under the Agreement at the time of such assignment shall retain the seniority accrued while serving under the Agreement for sixty (60) calendar days from the date of the assignment. During the sixty-day period, he/she shall have the right to return to the bargaining unit in the previous classification.
- g. An employee who is discharged for cause or who resigns from the service of the Company shall lose all seniority rights.

Article 33—Miscellaneous Pay Provisions

- a. An employee who for more than one (1) hour but for less than four (4) hours is temporarily assigned by the Company to perform the duties and accept the responsibilities of a job classification which has a higher wage scale shall be paid for the time worked in the job classification.

An employee hereunder who for four (4) hours or longer is assigned by the Company to perform the duties and accept the responsibilities of a job classification which has a higher scale shall be paid the rate for the job classification for the work performed, with a minimum of eight (8) hours pay.
- b. In the event of death in the immediate family of an employee, he/she will be granted up to three (3) days bereavement leave with pay, not including such employee's days off, providing the employee substantiates the need for the emergency leave. For the purpose of this paragraph, the immediate family is defined as the father, mother, grandfather, grandmother, father-in-law, mother-in-law, sister, brother, spouse, and children of the employee.
- c. Employees who serve as jurors shall receive their straight time rate less the fee received for jury services.

Article 34—Promotions and Job Vacancies

- a. Before any new employee is hired in a job classification under this Agreement, employees covered by this Agreement shall be given an opportunity to qualify for such job classification in accordance with their qualifications and their seniority.
- b. Any employee in a classification covered by this Agreement who desires to be considered for reclassification opportunities under this provision may place his name on file, on an appropriate form provided by the Company, with the Human Resources

Such preferences will be considered provided the preference is received no more than three (3) days after the Company's announcement of a vacancy for which the employee has filed. The vacancy will be awarded to the qualified senior employee, if any, who had a timely preference on file. Nothing in this paragraph shall preclude an employee from bidding on more than one position stating his order of preference.

Article 35—Saving Clause

- a. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be determined to be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.
- b. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of the Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

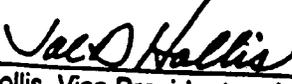
Article 36—Duration

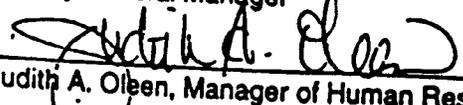
This Agreement shall remain in effect through March 11, 1999.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement, this 11th day of September, 1998.

For

Sverdrup Technology, Inc.

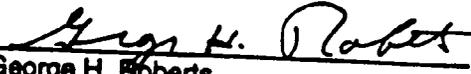


Joe D. Hollis, Vice President and
Deputy General Manager


Judith A. Olsen, Manager of Human Resources

For

Transport Workers Union of America, AFL/CIO



George H. Roberts
International Vice President


Eddie O. Hill, President Local 525

APPENDIX A
LETTER OF UNDERSTANDING

Mr. George H. Roberts
International Vice President Transport Workers Union, AFL/CIO
5705 N.W. 39th Street
Miami Springs, Florida 33166

RE: LETTER OF UNDERSTANDING - COPE

Dear Mr. Roberts:

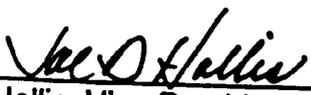
During the term of the contract, the Company agrees to deduct contributions to a Union fund known as the "Committee on Political Education" (COPE) from the pay of those employees covered by this Agreement who are Union members and who voluntarily execute a form to authorize such deductions prepared and furnished by the Union.

The content of such form shall be agreed upon between the Company and the Union, and the authorization for and remittance to the Union of such deductions shall be in conformance with all applicable laws.

Agreed to this 11th day of September, 1998.

For

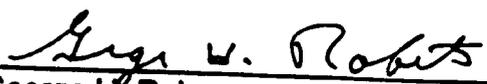
Sverdrup Technology, Inc.



Joe D. Hollis, Vice President and
Deputy General Manager

For

Transport Workers Union of America, AFL/CIO



George H. Roberts
International Vice President

APPENDIX B
GOVERNMENT RULES AND REGULATIONS

Mr. George H. Roberts
International Vice President Transport Workers Union, AFL/CIO
5705 N.W. 39th Street
Miami Springs, Florida 33166

Dear Mr. Roberts:

This is to confirm our discussion during negotiations in regard to the Government Rules and Regulations.

Any rules or regulations, which are now or, which may hereafter be imposed on the Company by the United States Government shall apply with equal force and effect to the employees covered under this Agreement.

It is recognized that such rules and regulations shall apply only when initiated by and directed from the United States Air Force. The Company shall provide the Union with a copy of any new Rules or Regulations and shall meet with the Union to discuss the impact, if any, prior to implementation.

The Union shall have the right to grieve the reasonableness of such Rules and/or Regulations.

Agreed to this 11th day of September, 1998.

For

Sverdrup Technology, Inc.



Joe D. Hollis, Vice President and
Deputy General Manager

For

Transport Workers Union of America, AFL/CIO



George H. Roberts

WAGE DETERMINATION NO: 94-2118 REV (10) AREA: FL, MELBOURNE

WAGE DETERMINATION NO: 94-2118 REV (10) AREA: FL, MELBOURNE

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Division of Wage Determinations Wage Determination No.: 94-2118
Date of Last Revision: 05/13/1998

State): Florida
Areas: Florida COUNTIES OF Brevard, Indian River

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 7.55
01012 Accounting Clerk II	\$ 8.68
01013 Accounting Clerk III	\$ 10.25
01014 Accounting Clerk IV	\$ 12.93
01030 Court Reporter	\$ 10.78
01050 Dispatcher, Motor Vehicle	\$ 10.78
01060 Document Preparation Clerk	\$ 8.40
01070 Messenger (Courier)	\$ 7.51
01090 Duplicating Machine Operator	\$ 8.40
01110 Film/Tape Librarian	\$ 11.51
01115 General Clerk I	\$ 7.51
01116 General Clerk II	\$ 8.45
01117 General Clerk III	\$ 9.08
01118 General Clerk IV	\$ 10.20
01120 Housing Referral Assistant	\$ 11.65
01131 Key Entry Operator I	\$ 8.07
01132 Key Entry Operator II	\$ 9.55
01191 Order Clerk I	\$ 7.58
01192 Order Clerk II	\$ 10.31
01261 Personnel Assistant (Employment) I	\$ 7.77
01262 Personnel Assistant (Employment) II	\$ 8.74
01263 Personnel Assistant (Employment) III	\$ 9.55
01264 Personnel Assistant (Employment) IV	\$ 10.72
01270 Production Control Clerk	\$ 11.65
01290 Rental Clerk	\$ 9.80
01300 Scheduler, Maintenance	\$ 9.80
01311 Secretary I	\$ 9.80
01312 Secretary II	\$ 10.78
01313 Secretary III	\$ 11.65
01314 Secretary IV	\$ 13.24
01315 Secretary V	\$ 14.59
01320 Service Order Dispatcher	\$ 9.80
01341 Stenographer I	\$ 9.80
01342 Stenographer II	\$ 9.80
01400 Supply Technician	\$ 13.24
01420 Survey Worker (Interviewer)	\$ 10.78
01460 Switchboard Operator-Receptionist	\$ 7.30
01510 Test Examiner	\$ 10.78
01520 Test Proctor	\$ 10.78
01531 Travel Clerk I	\$ 7.04
01532 Travel Clerk II	\$ 7.62
01533 Travel Clerk III	\$ 8.15
01611 Word Processor I	\$ 8.30

01612 Word Processor II	\$ 9.32
01613 Word Processor III	\$ 10.42

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.78
03041 Computer Operator I	\$ 12.59
03042 Computer Operator II	\$ 13.70
03043 Computer Operator III	\$ 15.35
03044 Computer Operator IV	\$ 16.86
03045 Computer Operator V	\$ 18.80
03071 Computer Programmer I 1/	\$ 12.88
03072 Computer Programmer II 1/	\$ 15.43
03073 Computer Programmer III 1/	\$ 18.66
03074 Computer Programmer IV 1/	\$ 20.63
03101 Computer Systems Analyst I 1/	\$ 19.55
03102 Computer Systems Analyst II 1/	\$ 22.99
03103 Computer Systems Analyst III 1/	\$ 26.83
03160 Peripheral Equipment Operator	\$ 10.78

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 15.93
05010 Automotive Glass Installer	\$ 14.49
05040 Automotive Worker	\$ 14.49
05070 Electrician, Automotive	\$ 15.32
05100 Mobile Equipment Servicer	\$ 13.08
05130 Motor Equipment Metal Mechanic	\$ 15.93
05160 Motor Equipment Metal Worker	\$ 14.49
05190 Motor Vehicle Mechanic	\$ 15.93
05220 Motor Vehicle Mechanic Helper	\$ 12.31
05250 Motor Vehicle Upholstery Worker	\$ 13.99
05280 Motor Vehicle Wrecker	\$ 14.49
05310 Painter, Automotive	\$ 15.23
05340 Radiator Repair Specialist	\$ 14.49
05370 Tire Repairer	\$ 13.08
05400 Transmission Repair Specialist	\$ 15.93

Food Preparation and Service Occupations:

07010 Baker	\$ 10.73
07041 Cook I	\$ 9.77
07042 Cook II	\$ 10.73
07070 Dishwasher	\$ 7.56
07100 Food Service Worker (Cafeteria Worker)	\$ 7.56
07130 Meat Cutter	\$ 10.73
07250 Waiter/Waitress	\$ 8.18

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 15.23
09040 Furniture Handler	\$ 11.97
09070 Furniture Refinisher	\$ 15.23
09100 Furniture Refinisher Helper	\$ 12.31
09110 Furniture Repairer, Minor	\$ 13.80
09130 Upholsterer	\$ 15.23

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 7.56
11060 Elevator Operator	\$ 7.56
11090 Gardener	\$ 9.77
11121 Housekeeping Aide I	\$ 7.56
11122 Housekeeping Aide II	\$ 8.18
11150 Janitor	\$ 7.56
11210 Laborer, Grounds Maintenance	\$ 8.18
11240 Maid or Houseman	\$ 6.64
11270 Pest Controller	\$ 10.30
11300 Refuse Collector	\$ 7.56
11330 Tractor Operator	\$ 9.54
11360 Window Cleaner	\$ 8.18

Health Occupations:

12020 Dental Assistant	\$ 9.55
12040 Emergency Medical Technician / Paramedic Ambulance Driver	\$ 10.56
12071 Licensed Practical Nurse I	\$ 7.61
12072 Licensed Practical Nurse II	\$ 8.54
12073 Licensed Practical Nurse III	\$ 9.55
12100 Medical Assistant	\$ 8.64
12130 Medical Laboratory Technician	\$ 8.54
12160 Medical Record Clerk	\$ 8.54
12190 Medical Record Technician	\$ 11.83
12221 Nursing Assistant I	\$ 6.20
12222 Nursing Assistant II	\$ 6.97
12223 Nursing Assistant III	\$ 7.61
12224 Nursing Assistant IV	\$ 8.54
12250 Pharmacy Technician	\$ 10.65
12280 Phlebotomist	\$ 8.54
12311 Registered Nurse I	\$ 11.83
12312 Registered Nurse II	\$ 14.47
12313 Registered Nurse II, Specialist	\$ 14.47
12314 Registered Nurse III	\$ 17.51
12315 Registered Nurse III, Anesthetist	\$ 17.51
12316 Registered Nurse IV	\$ 20.99

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 16.57
13011 Exhibits Specialist I	\$ 13.92
13012 Exhibits Specialist II	\$ 16.57
13013 Exhibits Specialist III	\$ 18.12
13041 Illustrator I	\$ 13.92
13042 Illustrator II	\$ 16.57
13043 Illustrator III	\$ 18.12
13047 Librarian	\$ 14.59
13050 Library Technician	\$ 12.02
13071 Photographer I	\$ 11.51
13072 Photographer II	\$ 13.92
13073 Photographer III	\$ 16.57
13074 Photographer IV	\$ 18.12
13075 Photographer V	\$ 20.03

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 5.47
15030 Counter Attendant	\$ 5.47
15040 Dry Cleaner	\$ 6.71
15070 Finisher, Flatwork, Machine	\$ 5.47
15090 Presser, Hand	\$ 5.47
15100 Presser, Machine, Drycleaning	\$ 5.47
15130 Presser, Machine, Shirts	\$ 5.47
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.47
15190 Sewing Machine Operator	\$ 7.12
15220 Tailor	\$ 7.54
15250 Washer, Machine	\$ 5.99

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 15.23
19040 Tool and Die Maker	\$ 18.10

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 13.99
21020 Material Coordinator	\$ 13.80
21030 Material Expediter	\$ 13.80
21040 Material Handling Laborer	\$ 6.68
21050 Order Filler	\$ 10.25
21071 Forklift Operator	\$ 9.41
21080 Production Line Worker (Food Processing)	\$ 12.25
21100 Shipping/Receiving Clerk	\$ 10.66
21130 Shipping Packer	\$ 10.21
21140 Store Worker I	\$ 8.69

21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.79
21210 Tools and Parts Attendant	\$ 12.31
21400 Warehouse Specialist	\$ 12.25

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 15.93
23040 Aircraft Mechanic Helper	\$ 12.31
23050 Aircraft Quality Control Inspector	\$ 17.16
23060 Aircraft Servicer	\$ 13.80
23070 Aircraft Worker	\$ 14.49
23100 Appliance Mechanic	\$ 15.23
23120 Bicycle Repairer	\$ 13.08
23125 Cable Splicer	\$ 15.93
23130 Carpenter, Maintenance	\$ 15.23
23140 Carper Layer	\$ 14.68
23160 Electrician, Maintenance	\$ 15.93
23181 Electronics Technician, Maintenance I	\$ 14.08
23182 Electronics Technician, Maintenance II	\$ 17.67
23183 Electronics Technician, Maintenance III	\$ 19.85
23260 Fabric Worker	\$ 13.80
23290 Fire Alarm System Mechanic	\$ 15.93
23310 Fire Extinguisher Repairer	\$ 13.08
23340 Fuel Distribution System Mechanic	\$ 15.93
23370 General Maintenance Worker	\$ 14.49
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 15.93
23430 Heavy Equipment Mechanic	\$ 15.93
23440 Heavy Equipment Operator	\$ 15.93
23460 Instrument Mechanic	\$ 15.93
23470 Laborer	\$ 10.67
23500 Locksmith	\$ 15.23
23530 Machinery Maintenance Mechanic	\$ 15.93
23550 Machinist, Maintenance	\$ 17.08
23580 Maintenance Trades Helper	\$ 12.31
23640 Millwright	\$ 15.93
23700 Office Appliance Repairer	\$ 15.23
23740 Painter, Aircraft	\$ 15.23
23760 Painter, Maintenance	\$ 15.23
23790 Pipefitter, Maintenance	\$ 15.93
23800 Plumber, Maintenance	\$ 15.23
23820 Pneudraulic Systems Mechanic	\$ 15.93
23850 Rigger	\$ 15.93
23870 Scale Mechanic	\$ 14.49
23890 Sheet-Metal Worker, Maintenance	\$ 15.93
23910 Small Engine Mechanic	\$ 14.49
23930 Telecommunications Mechanic I	\$ 15.93
23931 Telecommunications Mechanic II	\$ 16.66
23950 Telephone Lineman	\$ 15.93
23960 Welder, Combination, Maintenance	\$ 15.93
23965 Well Driller	\$ 15.93
23970 Woodcraft Worker	\$ 15.93
23980 Woodworker	\$ 13.08

Personal Needs Occupations:

24570 Child Care Attendant	\$ 7.07
24580 Child Care Center Clerk	\$ 8.81
24600 Chore Aide	\$ 6.64
24630 Homemaker	\$ 9.80

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 15.93
25040 Sewage Plant Operator	\$ 15.23
25070 Stationary Engineer	\$ 15.93
25190 Ventilation Equipment Tender	\$ 12.31
25210 Water Treatment Plant Operator	\$ 15.23

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.79
27006 Corrections Officer	\$ 11.79

27010 Court Security Office	\$ 11.79
27040 Detention Officer	\$ 11.79
27070 Firefighter	\$ 11.79
27101 Guard I	\$ 6.67
27102 Guard II	\$ 11.79
27130 Police Officer	\$ 13.33

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 14.46
28020 Hatch Tender	\$ 14.46
28030 Line Handler	\$ 14.46
28040 Stevedore I	\$ 13.72
28050 Stevedore II	\$ 15.19

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 22.77
29011 Air Traffic Control Specialist, Station 2/	\$ 15.71
29012 Air Traffic Control Specialist, Terminal 2/	\$ 17.29
29023 Archeological Technician I	\$ 10.65
29024 Archeological Technician II	\$ 11.98
29025 Archeological Technician III	\$ 14.79
29030 Cartographic Technician	\$ 14.79
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 19.55
29040 Civil Engineering Technician	\$ 14.79
29061 Drafter I	\$ 8.95
29062 Drafter II	\$ 11.51
29063 Drafter III	\$ 13.92
29064 Drafter IV	\$ 16.57
29081 Engineering Technician I	\$ 8.95
29082 Engineering Technician II	\$ 11.51
29083 Engineering Technician III	\$ 13.92
29084 Engineering Technician IV	\$ 16.57
29085 Engineering Technician V	\$ 18.12
29086 Engineering Technician VI	\$ 20.03
29090 Environmental Technician	\$ 16.86
29100 Flight Simulator/Instructor (Pilot)	\$ 22.99
29150 Graphic Artist	\$ 19.55
29160 Instructor	\$ 17.25
29210 Laboratory Technician	\$ 15.35
29240 Mathematical Technician	\$ 14.79
29361 Paralegal/Legal Assistant I	\$ 10.78
29362 Paralegal/Legal Assistant II	\$ 14.59
29363 Paralegal/Legal Assistant III	\$ 17.84
29364 Paralegal/Legal Assistant IV	\$ 21.59
29390 Photooptics Technician	\$ 14.79
29480 Technical Writer	\$ 18.96
29491 Unexploded Ordnance Technician I	\$ 14.47
29492 Unexploded Ordnance Technician II	\$ 17.51
29493 Unexploded Ordnance Technician III	\$ 20.99
29494 Unexploded Safety Escort	\$ 14.47
29495 Unexploded Sweep Personnel	\$ 14.47
29620 Weather Observer, Senior 3/	\$ 15.35
29621 Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 13.82
29622 Weather Observer, Upper Air 3/	\$ 13.82

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.68
31260 Parking and Lot Attendant	\$ 9.60
31290 Shuttle Bus Driver	\$ 12.97
31300 Taxi Driver	\$ 10.57
31361 Truckdriver, Light Truck	\$ 12.97
31362 Truckdriver, Medium Truck	\$ 13.68
31363 Truckdriver, Heavy Truck	\$ 14.39
31364 Truckdriver, Tractor-Trailer	\$ 14.39

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 8.70
99030 Cashier	\$ 5.77

99041 Carnival Equipment Operator	\$ 9.54
99042 Carnival Equipment Repairer	\$ 9.77
99043 Carnival Worker	\$ 7.56
99050 Desk Clerk	\$ 7.07
99095 Embalmer	\$ 16.57
99300 Lifeguard	\$ 6.30
99310 Mortician	\$ 16.57
99350 Park Attendant (Aide)	\$ 7.91
99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 7.30
99500 Recreation Specialist	\$ 13.64
99510 Recycling Worker	\$ 9.19
99610 Sales Clerk	\$ 6.30
99620 School Crossing Guard (Crosswalk Attendant)	\$ 7.56
99630 Sports Official	\$ 6.30
99658 Survey Party Chief (Chief of Party)	\$ 9.77
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 7.91
99660 Surveying Aide	\$ 5.77
99690 Swimming Pool Operator	\$ 10.73
99720 Vending Machine Attendant	\$ 9.19
99730 Vending Machine Repairer	\$ 10.73
99740 Vending Machine Repairer Helper	\$ 9.19

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. [A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.] (See 29 CFR 4.174)

1/
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of

furnishing such uniforms and maintaining (by laundering dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as

compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job

description), and (2) (b) (3) (for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
