

Collective Bargaining Agreement

Between



AKIMA FACILITIES MANAGEMENT, LLC

FORT GORDON LOGISTICS SERVICES CONTRACT

And



**TRANSPORTATION WORKERS UNION OF AMERICA
AFL-CIO**

Effective June 20, 2014 – December 1, 2017

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between Akima Facilities Management, LLC. hereafter noted as the "Company" or "Employer" and employees covered under this Collective Bargaining Agreement represented by the Transport Workers Union of America, AFL-CIO, hereafter noted as the "Union". The intent is to ensure true collective bargaining through partnering and interest base bargaining processes, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP CLAUSE AND CHECK-OFF

Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, benefits and hours of employment.

(b) The term "employee" as used herein shall include only those individuals, employed by the Company at the Fort Gordon Logistics Services Contract, in the job classifications listed in Schedule A. The term does not include employees of the Company at other locations or projects sites.

(c) Excluded are temporary employees who are employed one hundred and eighty – (180) consecutive calendar days or less confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act or by this agreement.

(d) Employees covered by this agreement will not perform the responsibilities of a supervisor or manager such as conducting investigations, administering counseling or disciplinary action and authorizing or denying time off.

Section 2. Agency Shop Clause and Check-Off

(a) All employees shall, as a condition of employment, be required to make periodic tender of money to the Union. The first such tender is to be made in the first full payroll period following receipt by Company of the signed dues authorization form, provided that it is understood that no employee shall be required to sign such form prior to his 30th day of employment. Upon written request to the union the employee shall receive a refund if she/he is terminated prior to completion of the ninety (90) day probation period. Failure of an employee to comply with this requirement shall, upon written request of the

Union, result in the termination of such employee. This Section shall not preclude any employee who wishes to voluntarily become a member of the Union from doing so.

(b) When a new employee is hired in a job classification listed in Schedule A, the Company agrees to furnish, to the Union, the following information within fifteen calendar days of the employee's hire date: name, address, date of hire, social security number, classification, job location and shift assignment. The company shall also inform all newly hired employees of the "Agency Shop Clause" during employee orientation. The company will provide the union president advanced notice of the employee orientation time and will provide time during the orientation for the union president or designee to give a brief orientation to the employee regarding union matters. This meeting will be between the employee and the union representative only.

(c) It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment. This provision shall not apply if such requirement for continued employment is prohibited by law. If the terms of this Agency Shop Clause are, in the future, declared unlawful by a court of competent jurisdiction, the provisions of the Article shall not apply.

(d) The Union shall indemnify the Company and save it harmless from any claim, loss, damage, cost or expense arising out of the discharge of any employee or payroll deductions made pursuant to this Article, and, the Company shall not be required to make any investigation of, but shall be entitled to rely on any representation made by the Union with respect to the discharge of any employee for failure to comply with the requirements set forth in this Article. In the event it is determined by any proper judicial or quasi judicial forum that any employee was improperly discharged or a deduction(s) improperly made by the Company acting on the Union's advice, the Union will indemnify and hold the Company harmless from any and all claims.

(e) The Union shall furnish the Company a letter stating the Union dues formula to be used to compute monthly deductions. Such a letter shall be in effect for the duration of the Agreement unless modified by the Union. The Company agrees to deduct Union dues from the pay of those employees who are employed during said month and who have executed and furnished the Company, via the Union, a form authorizing payroll deduction of Union dues. If mutually agreeable between the Union and the employee, the employee may make other arrangements to pay dues.

(f) The Union shall submit payroll deduction authorization forms to the Company by the 15th day of each month. Each authorization form shall contain the name, social security number, employee number and signature of the employee executing the form. The Union accepts responsibility for the authenticity of each authorization form. Authorization forms which are incomplete or in error will be returned to the Union immediately for correction. The Company shall begin payroll deductions for Union dues effective the pay period following receipt of properly completed and executed authorization forms.

(g) The Company agrees to deduct one-half of the monthly dues from the first and second pay periods of each month, provided that deductions have been properly

authorized, as outlined above, and, provided further that sufficient earnings remain to cover the Union dues after the deductions required by law. In those instances where there are three pay periods in the month, no dues will be deducted from the third pay period. Such deductions shall continue in like manner thereafter, except as qualified herein.

(h) In cases where deductions for dues are made from the pay of any employee who has previously paid such dues, the Union will make refund directly to such employee.

(i) The Union shall provide to the Company, in writing, the name and address of the official authorized to receive payment of Union dues deductions on behalf of the Union. The Company shall remit unions dues deductions on a monthly basis to the designated official no later than five (5) working days following the second pay period of each month. The monthly remittance shall include two (2) copies of a list of those employees for whom dues deductions were made. The list will include employee name, base hourly rate and amount of deduction.

Section 3. Committee on Political Education (COPE) Payroll Deductions

The Company agrees to handle Committee on Political Education (COPE) payroll deductions in the following manner. Periodically the Union will submit to the Company payroll deduction authorization forms for the transfer of funds from Union eligible employees pay checks to the TWU Political Contributions committee.

The Company agrees to begin deducting one-half of the monthly Cope payroll deduction from the first and second pay periods of each month effective the first pay period following receipt of a properly completed and executed authorization form.

Each authorization form shall contain the monthly deduction amount, name, social security number, employee number and signature of the employee executing the form. The Union accepts responsibility for the authenticity of each authorization form. Authorization forms which are incomplete or in error will be returned to the Union immediately for correction.

The Union shall provide to the Company, in writing, the name and address of the official authorized to receive payment of the Cope deductions on behalf of the Union. The Company shall remit Cope deductions on a monthly basis to the designated official no later than five (5) working days following the second pay period of each month. The monthly remittance shall include two (2) copies of a list of those employees for whom Cope deductions were made. The list will include employee name, base hourly rate and amount of deduction.

ARTICLE III

NON-DISCRIMINATION

- (a) The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, age, sexual orientation, disability, or any other protected class as identified by Federal Law.
- (b) The use of the masculine or feminine gender or any titles, which connote gender in this Agreement shall be construed as including both genders and not as sex limitations.

ARTICLE IV

MANAGEMENT'S RIGHTS

- (a) It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Georgia and the United States, including, and without limiting the generality of the foregoing, the rights to:
1. The executive management and administrative control of the Company, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
 2. Hire all employees and determine their qualifications and the conditions of their continued employment;
 3. Promote, transfer and assign all employees;
 4. Determine the size of the work force, and to expand or reduce the work force;
 5. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
 6. Dismiss, demote and discipline employees for cause;
 7. Establish, modify or change any work, business schedules, hours or days;
 8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or-accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force;

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;

10. Appoint employees to lead positions and abolish such positions. A lead person is a working member of a bargaining unit group of employees who is charged with the responsibility of leading, directing, and/or approving and signing for the work of other employees. He/she is responsible for the quality and quantity of work within his/her group. However a lead person is not and does not perform the responsibilities of a supervisor or manager such as conducting investigations, administering counseling or disciplinary action and authorizing or denying time off.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Georgia and the United States.

ARTICLE V

VISITATION

Upon request by the Union and the approval by the government officers or accredited representatives of the Union shall be admitted into the buildings serviced by the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. Visitation shall not be in areas or at times that would be detrimental to the management and function of the operation.

ARTICLE VI

STEWARDS

(a) Employees shall be represented by Shop Stewards who are selected by the employees and the Union. The Union shall furnish a list of Shop Stewards to the Employer. Shop Stewards shall be Company employees.

(b) Reasonable arrangements may be made, with immediate supervisors, to allow Shop Stewards time off, with pay, for the purpose of investigating and adjusting grievances.

(c) Employees who are Union Representatives may use paid time off (vacation or Personal Leave) or unpaid leave to conduct Union Business and attend training specific to representation of Bargaining Unit Employees. Employees are not required to use all paid time off prior to using unpaid leave for this purpose.

ARTICLE VII

SAFETY PRACTICES

- (a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards that the employees may encounter at their places of work.
- (b) The employee will notify the Employer in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of any alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee. The Company will report back in writing to the employee the adjustment or action to be taken to eliminate the verified hazard to the employee.
- (c) The company agrees to work with the Union on all safety issues.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, experimentation, or to provide coverage for work not being performed by members of the bargaining unit due to absence from work or in cases of emergency.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. Additional employees who are hired by the Company to accommodate any expansion of services and/or workload on a consistent and routine basis shall be covered by this Agreement.

ARTICLE X

SENIORITY

- (a) Seniority within the collective bargaining unit shall be based on the Fort Gordon Support Project or Logistic Support Services hire date whichever occurred first of each employee. In the event that two (2) or more employees are hired on the same day, the most senior employee shall be determined by using the last four (4) digits of the employees' Social Security Numbers, the most senior being the employee with the lowest number.

- (b) Employees who successfully complete their probationary period shall be granted seniority to date of hire.
- (c) An employee will lose his/her seniority for the following reasons:
1. The employee resigns or has successfully completed the 90 day probationary period in a non-bargaining unit position.
 2. The employee is discharged for cause.
- (d) An employee who accepts a non-bargaining unit position has the right to exercise his or her seniority during the 90 day probationary period as referenced in (c) above.
- (e) An agreed-to seniority list shall be made available to the Union and Stewards at the beginning of each quarter. Such list shall contain each employee's name, date of hire, location, classification and bargaining unit seniority date.

ARTICLE XI

VACANT POSITIONS AND PROMOTIONS

- (a) This Article applies to vacant positions, new positions and vacated positions that are within the jurisdiction of this collective bargaining agreement.
- (b) Notices of vacant positions shall be dated and shall be distributed to each work area and posted on employee bulletin boards. Notices shall include a closing date that allows employees **five (5)** working days from the date of notice to apply for vacant positions. Working days is defined as Monday through Friday excluding recognized holidays. The Employer shall determine the qualifications and seniority of each applicant. For all vacancies, the most senior applicant shall be given an opportunity to accept or refuse the vacancy, provided the employee has the necessary qualifications to perform the duties of the position. This process will continue until all approved vacancies are filled. All notices shall include the following information:
1. Date of notice (the start date of the job bid)
 2. Closing date
 3. Type of work
 4. The job classification
 5. The place of work
 6. The rate of pay
 7. The hours to be worked (if other than regular hours)

8. The minimum qualifications for the position

(c) When qualified internal candidates are not available for the position of Laborer the company will offer employment to a laid-off qualified Company bargaining unit applicant the vacant position. When a qualified laid-off Company bargaining unit candidate does not apply for the position, qualified applicants who within the prior 3 years were employed by an Akima affiliated company and while so employed were represented by TWU Local 527 on a Fort Gordon Service Contract will be offered employment for those vacant positions, provided the applicant previously was employed by an Akima affiliated company in the position for which the person is applying or if the position for which the person is applying is a Laborer position. Candidates covered by this paragraph who were terminated for cause will be considered unqualified. The union agrees that employment for applicants who were formerly represented by TWU Local 527 on a Fort Gordon Service Contract is contingent upon a favorable drug screening, background check, and security clearance and will be considered newly hired employees who are subject to the ninety day probationary period as written in this Article. When positions are open, the Company shall have no obligation to solicit for employment the persons referenced above.

(d) A newly hired employee shall be in a probationary status for (90) calendar days from and including the first day of employment. If at any time prior to the completion of the specified probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer without appeal by the Union.

(e) A newly promoted employee shall serve a probationary period of ninety (90) calendar days. The employee, upon being promoted, shall be paid the rate of pay for the position effective the first day the employee commences work at the new position. If during the probationary period, the employee requests to be returned to their former position, the Employer shall honor such request. In the event that the employee's work performance is not satisfactory, the Employer shall have the right to return the employee to his/her former position.

(f) In the event the employer has not had adequate time (i.e. timely issue of CAC card) to fully evaluate the qualification of the newly promoted or newly hired employee the 90 day probationary period may be extended by mutual agreement between the company and the union for an additional time frame of which the employee will be notified.

(g) Any employee, covered by this agreement and temporarily transferred to a different job classification, shall be paid the rate of pay of the classification transferred to or transferred from, whichever is higher.

(h) Temporary transfers shall be for a period of ninety (90) calendar days or less, unless both parties mutually agree to an extension.

(i) Any employee who is bumped as a result of another employee returning to his/her former position (now occupied by the employee to be bumped) shall be returned to his/her former classification and rate of pay.

(j) Disciplinary action will have indicated on it the employee's eligibility for transfer or promotion.

ARTICLE XII

REDUCTIONS IN FORCE AND LAYOFFS

(a) Employees shall be displaced, laid off, or recalled according to seniority based on their Fort Gordon Support Project or Logistic Support Services Contract hire date whichever occurred first. Employees shall be given the same notice of intended layoff as the Company receives from the Contracting Officer. The company will attempt to provide 30 days notice, however, there will be a minimum of fifteen (15) working days notice of any intended layoff.

(b) Prior to any reduction in force (RIF) or layoff the Company will freeze and/or discontinue any recruitment or promotion actions for those positions affected by the RIF.

(c) If a reduction in force (RIF) or government generated cutback and/or employee displacement is necessary, the least senior employee in the affected classification will be notified and will be permitted to bump a less senior employee occupying a different job classification provided that: 1) the classification is of less or equal pay than the employee's present classification, and 2) the employee is qualified to perform the duties of the job classification.

(d) It is agreed and understood by the parties that any and all lead positions are not considered classification under this agreement.

(e) An employee maintaining a temporary status will be considered the least senior employee. Temporary upgraded employees will be returned to their status prior to upgrade, if the position is required during bumping procedures.

(f) Recall after a layoff shall be in accordance with the seniority of the qualified, terminated or affected employees. Employees, who are terminated or displaced as a result of a layoff, shall remain on the recall list, by seniority, for two (2) years.

(g) The Union will be provided an updated seniority list after a RIF.

(h) Specialized training/technical experience may override seniority guidelines when specific technical expertise is required to accomplish the mission, such as the repair of certain types of electronic equipment.

(i) An employee who voluntarily submits themselves for a layoff during a reduction in force and/or layoff in the same classification shall receive severance pay as set forth in article XXIII but will not have recall rights as described in this article.

ARTICLE XIII

DISCIPLINE / DISCHARGE

(a) Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, with employees having the right to defend themselves against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the occurrence of the condition giving rise to the action, or within fifteen (15) working days of the date that it is reasonable to assume that the Employer first became aware of the conditions giving rise to the discipline. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union.

Employees with initial, isolated or individual incidents of poor workmanship, quality or productivity will be counseled, informed of the area(s) needing improvement and told of the actions and time frame in which the performance shortfalls must be overcome. Employees that continue to demonstrate the inability to perform or improve maybe subject to disciplinary action up to and including termination. If the company counsels the employee and/or documents undesirable behavior in writing the employee will be given a copy of such documentation. Documented counseling's will not be made a part of the employee's personnel file unless used to support disciplinary action.

The company will strive to apply progressive discipline, not to punish the employee but to alert the employee to the need to correct specific performance and/or to modify specific conduct/behavior. Depending on the severity of the problem, the employee's work record and the number of occurrences there may be circumstances when the company may bypass progressive disciplinary procedures. Among the disciplinary action steps the Company may, use are "Verbal Warning", "Written Warning", "Final Written Warning", "Employee Assistance Program", "Suspension" and "Termination" of employment.

Among the causes, which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. The state of being under the influence of alcohol and/or illegal narcotics, testing positive for the same and/or possession of same.
2. Dishonesty.
3. Insubordination.
4. Theft or vandalism.
5. Excessive absenteeism.
6. Willful violation of agreed upon Employer's rules.

7. Violation of site work rules, or statutes or governmental regulations.
8. Unsafe work habits.
9. Violation of safety rules.

(b) Written reprimands shall be removed from an employee's personnel file after a period of one (1) year has elapsed without an occurrence of disciplinary action against the employee.

ARTICLE XIV

LEAVES OF ABSENCE

(a) In compliance with the Family and Medical Leave Act of 1993, Akima will grant eligible employees 12 weeks of unpaid leave during a 12-month period for one or more of the following reasons:

- The birth of the employee's child;
- The placement of a child with the employee for adoption or foster care;
- The employee's need to care for a child, spouse, or parent who has a serious health condition;
- The employee's inability to perform the functions of his/her position because of a serious health condition;
- Military Family Leave entitlements;
- Up to 26 weeks of unpaid military care giver leave may be granted to an immediate family member or next of kin of a service member with serious illness or injury, who will be cared for by the employee.

This absence will be without loss of seniority and may be extended by mutual agreement provided the employee notifies the employer of the necessity and medical certification is provided. During the first six weeks of an approved medical leave following an employee's entitlement, if any, to FMLA, Company agrees to pay 85% of the premiums for health insurance benefits.

(b) Employees who are members of Reserve or National Guard Units requiring active training periods other than weekend or night meetings are excused from employment for such periods. If the employee's documented military pay is less than his or her **company** base pay, **the company** will pay the difference for a maximum of 80 hours within a 12-month rolling period of the leave start date. During leave periods, employees may elect to use any earned vacation pay.

(c) Leaves of absence without pay, and without loss of seniority, may be granted for reasonable periods of time for training related to an employee's regular duties. The employee should give six (6) months advance written notice whenever possible.

(d) An employee, upon request, may be granted an unpaid leave of absence not to exceed one (1) year for the purpose of parental care of the employee's newborn child or newly adopted infant child. Seniority shall not accrue during the unpaid leave.

(d) Any employee in the bargaining unit who is either elected or appointed to a position or office in the Union, the duties of which require their absence from work, shall be granted a leave of absence without pay **as needed not to exceed** the term of such office or position. The employee shall accumulate seniority during the period of leave of absence.

(e) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested. A copy shall be sent to the Union. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

(f) An employee may apply to Management for an unpaid personal leave of absence for up to ninety (90) days duration. The granting of said requests shall be at the discretion of the General Manager. A request that is denied shall have the reason(s) for the denial so stated on the request form.

ARTICLE XV

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

For purposes of this agreement, a grievance is defined as a dispute between the Company and the employees covered by this agreement concerning the application and interpretation of a specific provision or provisions of the agreement as written. A controversy as to any matter not specifically covered by an express provision of this agreement, or which arose prior to the signing of this agreement, shall not be subject to the grievance or arbitration procedures. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this agreement.

All grievances shall be processed in the following manner:

Step One: Within ten (10) working days of the occurrence of the incident giving rise to the grievance, or within ten (10) normal working days following the date the employee first reasonably should have known of the events giving rise to a grievance, with the objective of settling the matter informally, the affected employee, a Union representative or the affected employee and a Union representative shall first discuss the matter with the Immediate Supervisor. Grievances filed in response to a termination of employment may start at Step two as written in this procedure.

Step Two: If the aggrieved employee is dissatisfied with the Immediate Supervisor's response, the employee and/or a Union representative, shall within five (5) normal working days from the date of the decision given by the aggrieved employee's

immediate Supervisor present such grievance in writing to the site Human Resources Manager. The site Human Resources Manager will assign a tracking number and forward the grievance within five (5) normal working days to the appropriate next level of management.

The written grievance shall contain the following:

- a) A statement of the occurrence-giving rise to the grievance, containing all known pertinent facts;
- b) The Article and paragraph of this agreement alleged to have been breached or violated, and the manner in which it was breached or violated;
- c) The date, time and place of the alleged violation;
- d) The names of the persons present, if known, having direct personal knowledge of the facts involved;
- e) A statement of what the aggrieved considers a reasonable and appropriate adjustment of the grievance.
- (f) The grievance shall be signed by the grieving employee.

Grievances missing any of the above elements shall not be considered. The appropriate Management shall give the employee and/or the steward a written answer to the grievance within five (5) normal working days of the receipt thereof. If the appropriate Management does not respond to the grievance in writing within the time specified, the grievance will be deemed to have been denied by the Company, and the grievance may be taken to the next step in this procedure.

Step Three: If the matter is not resolved by the aggrieved employee's Division Manager, then the complaint or grievance shall within ten (10) normal working days after the date of the decision given by the aggrieved employee's Manager, be submitted to the site Human Resources Manager. Within ten (10) normal working days from the receipt of the aggrieved employee's Managers decision the site Human Resources Manager shall submit his/her answer to the aggrieved employee, copy to Union Representative, copy to Division Manager and copy to General Manager.

SECTION 2

If a grievance affects more than one employee, only one employee shall represent the other grieving employees at all steps of the grievance procedure except arbitration.

SECTION 3

If the union or employee fails to appeal the grievance within the time limits set forth in the grievance steps, the grievance will be considered settled based on the Company's last answer. If the Company fails to respond to the grievance within the time limits set forth in the grievance steps, it shall be construed as a denial of the grievance.

SECTION 4 – Arbitration Step IV

If the grievance is not satisfactorily resolved in Step Three, the union may within ten (10) normal working days after receipt of the Step Three answer request that the grievance be resolved by an impartial arbitrator. Such a request must be in writing and must be submitted to the Site Human Resources Manager. If the Union fails to request arbitration within ten (10) normal working days after receipt of the Company's Step Three answer, the matter shall be considered settled based on the Company's Step Three answer.

In the event arbitration of the grievance is requested, either party may within five (5) normal working days request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The union and the company shall strike names alternately until only one individual is remaining on the list and that individual shall be the arbitrator. The moving party shall strike the first name.

The decision of the arbitrator shall be final and binding on the parties; however, such decisions must be limited to the interpretation and application of the specific provisions of the agreement, and the arbitrator shall not have the authority to modify or amend the provisions of this agreement. In addition, the arbitrator's decision shall be limited to the issues or claims specifically set forth in the written grievance submitted under Step Two and Step Three. The arbitrator shall not make any findings or determinations or rule on any claims or issues not expressly contained in the written grievance nor shall he consider or give weight to any matter, evidence or testimony relating or pertaining to issues or claims not contained in the written grievance.

The expense of the arbitrator shall be borne by the losing party including any expenses incurred in obtaining a location for the arbitration. All other expenses shall be borne by the party incurring them, including the cost of witnesses.

SECTION 5

Should the union want employees to be witnesses at any arbitration hearing, the union will be responsible for any lost pay incurred by the employee. Further, the union will notify the Company within ten (10) normal working days prior to the hearing of the

names of the employees who will be witnesses. The Company may stagger the release of the employees so as to not interfere with production.

SECTION 6

Stewards will be paid for time spent preparing for or attending any grievance meeting with the Company only as set forth in Article VI, (Union Stewards). However, if in the opinion of the Company, work needs permit, Grievants may be granted reasonable time off without pay to attend such meeting or hearing, where such time off is requested by the steward or grievant, for a matter in which the grievant is personally involved, at least three (3) normal working days in advance of the meeting or hearing.

SECTION 7

The parties may mutually agree to waive any of the time limits set forth in the Article. Any agreement to waive any of the time limits must be noted on the written grievance and initialed by both parties or requested and agreed to via email.

SECTION 8

For purposes of computing time under any of the provisions of the Article, time shall begin on the day after the occurrence, answer, or meeting.

SECTION 9

The arbitrator shall hear only one grievance at a time.

SECTION 10

The company and the union will confer and review information and facts relevant to the grievance. It is understood that certain information or statements may have been received under a confidentiality statement and such will not be violated.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1. Work Week

(a) The regularly scheduled workweek shall consist of forty (40) hours beginning at 2400 Friday and ending one hundred sixty-eight (168) hours thereafter. Ad hoc changes to the reference workweek will be at the mutual agreement of the Company and the Union.

(b) The normal work day shall be eight (8) consecutive hours, exclusive of the unpaid lunch period, with the exception of four (4) ten (10) hour days.

(c) Changes in hours or assignments to shifts may be made whenever necessary. Except in emergencies, a two-week notice shall be given in advance of such changes.

(d) The Company may allow employees to work modified work schedules as long as government contract requirements are being met for that shop and/or classification. All requests for modified work schedules will be submitted to the general manager for review if not approved by the supervisor or manager.

Section 2. Employee Notification

Employees who are unable to perform their duties because of illness or disability should whenever possible, notify their immediate supervisor of that fact within two (2) hours prior to the start of the scheduled working hours. In the event that an illness or disability extends beyond the first workday, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.

Section 3. Overtime

(a) Overtime shall be divided and rotated as equally as possible within the bargaining unit, according to the overtime roster within classification, and among those employees who regularly perform such work, provided they are qualified to perform such work.

(b) All overtime worked or refused will be posted on the bulletin board at the workplace monthly.

(c) Employees will receive compensation for overtime as set forth in Article XX.

Section 4. Shifts

(a) Employees will receive shift differential pay as set forth in Article XX.

Section 5. Call Back Hours

When an employee is called back to work after regularly scheduled working hours, the employee shall be paid from portal to portal with a minimum of two (2) hours pay. If an employee is called back after 2a.m. or is called back a second time the employee will be paid from portal to portal with a minimum of three (3) hours pay. This provision excludes early call-ins or holdovers.

Section 6. Emergency Facility Closings

When facilities serviced by employees under this Agreement are closed due to severe weather conditions prior to the commencement of the shift, only specified and notified emergency support employees are to report to work as directed. All other employees will receive report to work instructions by local media announcement or at the direction of the Company. An emergency support employee directed to report to work, and unable to do so, shall notify their immediate supervisor as soon as possible.

In the event of Post closure, only employees designated as essential personnel are required to report to work. Once the announcement has been made that the Post has reopened, all other personnel are to report to work.

Section 7. Designated On-Call Personnel

(a) The Company will designate employees who will be required to carry and respond to electronic devices such as cell phones. Employees are required to respond to the call within thirty (30) minutes, and, are required to be on-site within two (2) hours of the initial call.

(b) Designated personnel will receive compensation as set forth in Article XX.

ARTICLE XVII

NO STRIKE/NO LOCKOUT

(a) It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, sit-in, picketing, demonstration, concerted work stoppage or any intentional interruption of work during the life of this Agreement.

(b) Any employee or employees engaged in the above-prohibited activities shall be subject to disciplinary action and/or discharge.

(c) This Article is not intended to prohibit employees from honoring a primary picket line established at their work location and authorized by another union representing Akima Facilities Management, LLC. employees, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other union is a party.

(d) During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE XVIII

GENERAL

Section 1. Payroll Deductions

The Employer agrees to make available to all of the employees covered by this Agreement direct deposit for payroll.

Section 2. Health Physical Examinations

In order to provide continuing health protection for the employees, it shall be the policy of the Employer that:

(a) Upon initial employment, each employee at the Employer's expense, may be required to have a physical examination certifying that the individual is capable of carrying out his/her particular assignment.

(b) Employees may be required to submit to a physical or mental examination from a physician designated by the Employer at the Employer's expense, when a concern arises regarding the physical or mental ability of the employee to perform the duties of employment.

(c) Employees will be required to submit to drug testing as outlined in the Drug and Alcohol-Free Workplace Policy #104 and dated April 1, 2013. Company will advise Union in advance of implementing changes to the policy.

Section 3: Quality and Performance Improvement Programs

The Transport Workers Union supports and encourages participation in the Company's quality and performance improvement efforts.

Section 4: Miscellaneous

(a) The Union shall have the right to confer with management on heating, lighting, and ventilation facilities; on eating, drinking, and smoking facilities; and on sanitary and safety conditions.

(b) The TMP Driver Schedule will be presented to the Union Representative for review. By 1:00 p.m. each day the drivers schedule for the following day shall be posted. It is understood that additional work may be received after the time the schedule is prepared. Company shall notify by phone the drivers who are scheduled to perform such additional work.

(c) In an effort to ensure equitability when filling temporary upgrades, shift assignments or training, the company will give due consideration to all factors including seniority within job classification, ability and contractual requirements.

(d) Employees who are selected and attend training locally, which is scheduled for six (6) or more hours during the day, will be considered as assigned to that function for the workday.

Section 5. Government Security

(a) The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable United States government security regulations.

(b) In the event a duly authorized representative of the United States government, concerned with security, who has the authority to advise the Company that any employee in the bargaining unit covered by this Agreement is denied access to the work site or equipment related to the work site or denied work on or access to classified information or material or any other type of information or material needed to perform the employee's job, it is mutually agreed between the Company and the Union that such employee shall be immediately suspended without pay. If, within two weeks of having been suspended without pay, the employee has not been able to obtain the necessary approvals, clearances, etc., regardless of their nature, the employee shall be terminated.

(c) Failure to cooperate fully with a security / access investigation or screening will be deemed just cause for discharge and the employee will be terminated. Employees who fail to complete or produce required paperwork or documentation to secure their access / clearance within 10 workdays of being directed to do so or who fail to provide information / documents during the time period directed by the government or 10 workdays, if no time limit or date period directed by the government, shall be deemed non-cooperative and subject to termination.

(d) The parties acknowledge that the government may in its sole discretion change from time to time the level of security necessary to perform the work in question and/or have access to the site. Should that occur all employees impacted by that change will need to fully comply with the change, attaining and maintaining whatever standard the government may set for those who work at the site and/or perform a given job or assignment. Failure to comply with the foregoing shall result in termination of employment unless the employee is offered employment in another position on the contract.

(e) If an employee has been terminated due to the application of this article and it is determined within 30 working days of the date the employee was suspended without pay that the required access, clearances, etc., have been reinstated, it is understood that the grievance process may be invoked for the sole purpose of securing re-employment. Back pay is hereby excluded as a remedy or an award by an Arbitrator, if an employee's termination is the result of the application of this Article.

ARTICLE XIX

CATEGORIES AND CLASSIFICATIONS

Section 1: Employee Categories

There are three (3) categories of employees covered by this Agreement. 1. Full time employees who regularly work forty (40) hours per week and who are entitled to the provisions of Articles XXI, XXII and XXIII. 2. Part time employees who regularly work less than forty (40) hours per week and who receive a prorated amount of the provisions of Articles XXI and XXII, and, cash in lieu of benefits as described in Article XXIII. 3. Inactive employees who are in a non-paid status for more than fifteen (15) consecutive working days, and, who are not entitled to the provisions of Articles XXI, XXII and XXIII, unless otherwise proscribed by law.

Section 2: Job Classifications

(a) The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

(b) The Employer shall have the right to establish, evaluate, change and delete a job classification, provided such action on the part of the Employer is not directed towards reducing the rate of a job in which no substantial change in the job itself has occurred. The Employer shall place into effect the new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job, which has been placed into effect.

(c) The new classification and rate of pay shall be considered as temporary for a period of fifteen (15) calendar days following the date of written notification to the Union. During this fifteen (15) calendar day period, but not thereafter during the life of this Agreement, the Union may submit a written request to the Employer to negotiate the classification and pay rate. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be resolved through the Grievance Procedure. When a new classification has been assigned a permanent rate of pay (either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, as a result of final negotiations, or upon resolving the matter through the Grievance Procedure) the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XX

WAGES AND OTHER COMPENSATION

Section 1. Wages

(a) The employees will receive their hourly wage rates as set forth in Schedule A of this agreement.

(b) An employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a higher rate of pay, shall be paid at the higher rate. The higher rate of pay shall be paid for a minimum of one hour. An employee, who is temporarily assigned, by the Employer, to perform the duties of a job classification with a lower rate of pay, shall be paid his regular rate during such assignment.

Section 2. Overtime Compensation

Employees will receive overtime compensation at time and one-half their regular rate of pay for hours worked in excess of forty (40) hours per workweek. For the purpose of determining overtime, hours worked includes all paid hours with the exception of sick leave.

Section 3. Shift Differential

(a) Employees assigned to a shift will receive shift differential pay for all hours worked as follows:

1. Day shift (starting at 6 a.m. or later and before 12 noon) - none.
2. Afternoon shift (starting at 12 noon or later and before 5 p.m.) - \$.35 per hour.
3. Night shift (starting at 5 p.m. or later and before 6 a.m.) - \$.55 per hour.
4. An employee whose regular work schedule involves two or more shifts during the week - \$.55 per hour.

Section 4. Lead Pay

Employees assigned to lead positions shall receive an additional one-dollar (\$1.00) per hour over the highest rate being paid in the job classification over which he/she is assigned.

Section 5. Compensation for Designated On-Call Personnel

Employees who are designated as on-call personnel, as defined in Article XVI, will receive an additional \$91.00 per week which can be prorated at \$13.00 per day. The call back provisions of Article XVI are also applicable. The employee is responsible for providing the communication device as determined by the employer. Such communication device may be a pager, cell phone or such.

Section 6. – Personal Protection Equipment (PPE) Allowance

The company will reimburse employees up to \$100.00 annually for the purchase of safety shoes for those employees who have been identified to wear such shoes in the performance of their duties.

Section 7. Training

Upon an employee's successful renewal of a certification and/or license that is required by the company to maintain their job, the company will reimburse to that employee the cost associated with acquiring that certification and/or license.

Section 8. Expenses and Travel

Employees traveling on company business or on Temporary Duty (TDY) status shall be reimbursed according to applicable Department of Defense Joint Travel (JTR) regulations. The company will arrange and pay for typical big ticket items such as Hotel, Auto Rental, and Airline reservations when required for the trip. During the trip the employee will be required to pay for other incidentals related to the company's authorized business travel or TDY trip such as meals. The employee will submit travel documents to the company within three (3) working days after completion of the TDY trip. Should they exist, the company will reimburse the employee for appropriate and authorize expenses by the next full pay period.

ARTICLE XXI

HOLIDAYS

(a) Employees will receive their normal daily wages for the following holidays, even though no work is performed by the employee:

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July Fourth
Labor Day

(b) If a holiday falls within an employee's vacation period, the employee will record the day as a holiday on his time sheet and will not be charged with a day of vacation.

(c) When a holiday falls on an employee's regularly scheduled day off, the employee will be allowed to observe the holiday on a scheduled work day within the same week (normally the employee's next scheduled work day).

(d) To be entitled to holiday pay, the employee must be hired before the holiday and have paid time during the week in which the holiday occurs.

(f) When an employee is required to perform work on a scheduled holiday, the employee will be paid for the hours worked in addition to receiving the holiday pay. The call back provisions of Article XVI will also apply.

(g) Part time employees shall receive prorated holiday pay based upon all hours paid in the previous work week.

ARTICLE XXII

VACATIONS

(a) Employees shall be entitled to receive annual paid vacation according to the following schedule. Vacation hours will be accrued on a per pay period basis. The employee must be active on the payroll the first day of the pay period to be eligible for the vacation accrual.

Hire date through seven (7) years' service: 10 days (80 hours) per year

Eight (8) through (14) fourteen years' service: 15 days (120 hours) per year

Fifteen (15) or more years' service: 20 days (160 hours) per year

- (b) Upon termination, employees will be paid the balance of their accrued vacation.
- (c) Employees should schedule vacation as far in advance as possible. All requests for vacation usage must be submitted to the Employer for approval.
- (d) Employees are not eligible for vacation usage until they have completed the probationary period as specified herein the agreement.
- (e) Vacation hours may accrue and be carried over to the next year. The carry over balance will not exceed the annual accrual amount as stated above.
- (f) Upon receipt of a written request for vacation the company shall respond in writing within 3 working days to the employee. A denial will include in writing the reason for the denial.

ARTICLE XXIII

BENEFITS

Employees shall be entitled to benefits as described in this article. If an employee is in an inactive status, benefits will cease except as prescribed by law. Employees in an inactive status may elect to fund continued insurance(s) at their discretion.

Section 1. Personal Leave

Effective October 1 of each year covered by this agreement, full time employees who have completed the probationary period as specified herein this agreement, will accrue personal leave at a rate of 2.77 hours per pay period. The employee must be active on the first day of the pay period to be eligible for the personal leave accrual.

- (a) Personal Leave days may be used in 1/2 hour increments for any reason without limitation. However, employees should schedule days off as far in advance as possible.
- (b) Employees will be paid for hours used at their current pay rate.
- (c) Employees shall be allowed to carry over unused personal leave provided the total accrued balance does not exceed 300 hours. Any unused personal leave not carried over shall be paid to the employee.

- (d) At the time of termination, any unused personal leave will be paid to the employee.
- (e) Personal leave may be used in conjunction with vacation and holidays.

Section 2. Bereavement Leave

Employees shall be granted up to four (4) days of paid leave for a death in the immediate family. The immediate family shall include the employee's spouse, children, parents, step-parents, parents-in-law, brothers, sisters, step children, grandchildren, brother in law, sister in law, son in law, daughter in law and grandparents. Bereavement leave may also be used in the event of the death of an ex-spouse, when a minor child is involved (under the age of 18).

Section 3. Compensation for Jury Duty

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. Proof of attendance issued by the court is required. This provision will not apply to witness duty in a case against the Company or its customers.

Section 4. 401(k) Savings Plan

The company will provide a 401(k) savings plan to full-time employees. Monthly contributions to this plan are \$200.00. Employees must be in an active status on the first day of the month to be considered eligible for the monthly contribution.

Section 5. Insurance

Employees will be eligible for insurance coverage under the Company's flexible benefits plan. Both parties agree that the employee paid portion of the monthly premiums, as stated below and the insurance benefits will be subject to change each year.

The Company is willing to reopen negotiations should there be a significant increase in the costs for major medical healthcare coverage (e.g., increase of 25% or more). The union will provide the company with 60-days written notice of its desire to reopen negotiations and the Company will comply within a reasonable time frame. Negotiations will be limited to the terms and conditions outlined in Section 5 Insurance.

Life and Accidental Death and Dismemberment (AD&D). \$10,000.00 in Basic Life and AD&D Insurance will be provided at no cost to each employee.

Medical, Dental and Short Term Disability (STD) Insurance. The Company offers Medical, Dental, Vision and STD Plans. For those employees who elect coverage under the various plans offered, the monthly employer paid premiums are established as follows. If an employee elects to enroll in the Short Term Disability Program and is eligible for benefits, STD payments will commence after a seven (7) day waiting period and continue for twelve (12) weeks or until you are no longer eligible.

EMPLOYER PAID

Medical/Dental/Vision
Short Term Disability

85% of total premium
70% of total premium

Section 6. Part Time Employees

Part time employees will receive cash in lieu of benefits (as defined in Article XXIII Sections 1 – 5) for each hour worked, at \$3.81 per hour.

Section 7. Severance Pay

(a) Employees whose employment has been involuntarily terminated as a result of a RIF/Layoff will receive a severance entitlement as follows:

1. One (1) through four (4) years of service; eight (8) hours for each year of service
2. Five (5) through nine (9) years of service; ten (10) hours for each year of service.
3. Ten (10) or more years of service; twelve (12) hours for each year of service.

(b) Severance Pay is a payment in addition to regular salaries and wages to workers whose employment is being involuntarily terminated. Payments made in event of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment by the contractor at another facility, subsidiary, affiliate or parent company of the contractor are not severance pay and are unallowable.

(c) Severance pay will not be paid under the following circumstances, even though the employee may be affected by a RIF or Layoff:

- Employees who work on a temporary basis;
- Employees on unpaid leave of absence, unless required by law
- Employees who transfer to a successor contractor or other operating unit of the company after receiving notice;
- Employees who refuse transfer to or employment in a position of same/similar/greater responsibility, skill and pay with a successor contractor or other operating unit of the company in the immediate geographic location after receiving notice; An employee who fails to exert all good faith efforts to secure such a position, shall be deemed to have refused such a position.
- Employees who are terminated for cause (discipline) or discharged for less than satisfactory performance;
- Employees who resign voluntarily except as discussed in the CBA, or negotiate an individual separation agreement; and

- Employees who retire.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto and their assign as of June 20, 2014.

ARTICLE XXV

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any supplements shall not be effected thereby, and the parties shall meet at a mutually agreeable time in collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 1, 2017. Thereafter, this Agreement shall remain in full force and effect from year to year unless either party to this agreement desires to change or modify any of the terms or provisions of this agreement. The party desiring to change or modify this agreement must notify the other party to this agreement in writing, not less than sixty (60) days prior to the anniversary date thereof. Should either party to this agreement serve such notice upon the other party, negotiations between the Company and the Union shall commence not later than thirty (30) days prior to the expiration in the year in which the notice is given.

ARTICLE XXVII

WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservation or unexpressed understanding. It is agreed and understood by the Company, Akima Facilities Management, LLC., and the Union, Transport Workers Union of America (AFL-CIO), that all matters not contained and expressly provided for herein remain the exclusive province of management. Any aspect of hours, wages, rates of pay and other conditions of employment not covered by specific stipulation in a particular provision of this agreement are declared to have been expressly eliminated as a subject for bargaining. During the term of this agreement, no grievance will be considered valid for any cause not mentioned and set out in this agreement. In the event of arbitration, matters not considered in this agreement will not become the subjects of arbitration.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

AKIMA FACILITIES MANAGEMENT, LLC.

LeRoy Hinton, Business Manager, AFM

Mia Gill, SVP & Chief Human Resources Officer

Rick Craig, President, Akima Facilities Management

TRANSPORT WORKERS UNION OF AMERICA (AFL-CIO)

Benyoel T. Morgan, President, Local 527

Darrell Withrow, Vice President, Local 527

Veronika Washington, Secretary/Treasurer, Local 527

Richard Boehm, TWU/ATD International Representative

SCHEDULE A

WAGE SCHEDULE

Position Title	1-Oct-14	1-Feb-15	1-Feb-16	1-Feb-17
Automotive Worker	\$21.83	\$22.21	\$22.77	\$23.34
Electronics Technician II	\$26.27	\$26.73	\$27.40	\$28.08
Electronics Technician III	\$28.05	\$28.54	\$29.25	\$29.99
Furniture Refinisher	\$23.14	\$23.54	\$24.13	\$24.74
Heavy Equip Mechanic	\$24.37	\$24.80	\$25.42	\$26.05
HRAC Mechanic	\$24.37	\$24.80	\$25.42	\$26.05
Laborer	\$14.85	\$15.11	\$15.49	\$15.87
Maintenance Work Control Clerk	\$17.33	\$17.63	\$18.07	\$18.53
Mechanic, Emergency Veh Tech	\$24.37	\$24.80	\$25.42	\$26.05
Mechanic, Motor Equip Metal	\$24.07	\$24.49	\$25.10	\$25.73
Mechanic, Small Engine	\$22.09	\$22.48	\$23.04	\$23.61
Motor Equipment Metal Worker	\$21.96	\$22.34	\$22.90	\$23.48
Motor Vehicle Mechanic	\$24.07	\$24.49	\$25.10	\$25.73
Production Control Clerk	\$20.67	\$21.03	\$21.56	\$22.10
Small Arms Repairer	\$21.53	\$21.91	\$22.45	\$23.02
Supply Specialist I	\$16.96	\$17.26	\$17.69	\$18.13
Supply Specialist II	\$18.32	\$18.64	\$19.11	\$19.58
Supply Specialist III	\$22.84	\$23.24	\$23.82	\$24.42
Tool Crib Attendant	\$16.99	\$17.29	\$17.72	\$18.16
Upholsterer	\$23.14	\$23.54	\$24.13	\$24.74
Vehicle & Equipment Inspector	\$24.64	\$25.07	\$25.70	\$26.34
Warehouse Specialist I	\$16.96	\$17.26	\$17.69	\$18.13

Functional skills classifications. Specific job descriptions and qualification within the basic skills are further clarified:

4002	Electronic Tech III &	
4003	Electronic Tech II	Satellite Avionics Automated Data Processing Equipment COMSEC Photographic/Copier Repair
4202	Motor Vehicle Mechanic	Power Generator Equipment