

EXHIBIT C Wage Determination & International Brotherhood of Electrical Workers Union
Collective Bargaining Agreement

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REGISTER OF WAGE DETERMINATIONS 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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2544
Revision No.: 8
Date Of Revision: 05/29/2008

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank,
Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City,
Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk,
Surry, Virginia Beach, Williamsburg, York

***Fringe Benefits Required Follow the Occupational Listing**

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.14
01012 - Accounting Clerk II	14.55
01013 - Accounting Clerk III	16.28
01020 - Administrative Assistant	22.28
01040 - Court Reporter	16.65
01051 - Data Entry Operator I	11.04
01052 - Data Entry Operator II	13.90
01060 - Dispatcher, Motor Vehicle	14.55
01070 - Document Preparation Clerk	12.01
01090 - Duplicating Machine Operator	12.01
01111 - General Clerk I	10.98
01112 - General Clerk II	13.37
01113 - General Clerk III	14.95
01120 - Housing Referral Assistant	19.00
01141 - Messenger Courier	10.41
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	15.12
01262 - Personnel Assistant (Employment) II	16.92
01263 - Personnel Assistant (Employment) III	18.86
01270 - Production Control Clerk	20.57
01280 - Receptionist	11.47
01290 - Rental Clerk	12.86
01300 - Scheduler, Maintenance	14.59
01311 - Secretary I	14.59
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01320 - Service Order Dispatcher	13.97
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82

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01531 - Travel Clerk I	10.83
01532 - Travel Clerk II	11.57
01533 - Travel Clerk III	12.26
01611 - Word Processor I	13.03
01612 - Word Processor II	14.63
01613 - Word Processor III	16.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34
05010 - Automotive Electrician	19.12
05040 - Automotive Glass Installer	18.26
05070 - Automotive Worker	18.26
05110 - Mobile Equipment Servicer	16.50
05130 - Motor Equipment Metal Mechanic	20.02
05160 - Motor Equipment Metal Worker	18.26
05190 - Motor Vehicle Mechanic	20.02
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.26
05310 - Painter, Automotive	19.12
05340 - Radiator Repair Specialist	17.36
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	20.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.91
07041 - Cook I	8.79
07042 - Cook II	9.71
07070 - Dishwasher	7.85
07130 - Food Service Worker	8.45
07210 - Meat Cutter	13.94
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	13.34
09080 - Furniture Refinisher	16.03
09090 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.37
11060 - Elevator Operator	10.37
11090 - Gardener	12.34
11122 - Housekeeping Aide	11.40
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	10.65
11240 - Maid or Houseman	7.90
11260 - Pruner	11.63
11270 - Tractor Operator	12.45
11330 - Trail Maintenance Worker	10.65
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	15.31
12011 - Breath Alcohol Technician	15.31
12012 - Certified Occupational Therapist Assistant	20.56
12015 - Certified Physical Therapist Assistant	20.57
12020 - Dental Assistant	12.88
12025 - Dental Hygienist	29.49
12030 - EKG Technician	21.24

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12035 - Electroneurodiagnostic Technologist	21.24
12040 - Emergency Medical Technician	15.31
12071 - Licensed Practical Nurse I	13.14
12072 - Licensed Practical Nurse II	14.70
12073 - Licensed Practical Nurse III	16.39
12100 - Medical Assistant	11.14
12130 - Medical Laboratory Technician	15.35
12160 - Medical Record Clerk	12.21
12190 - Medical Record Technician	13.66
12195 - Medical Transcriptionist	13.28
12210 - Nuclear Medicine Technologist	27.05
12221 - Nursing Assistant I	8.86
12222 - Nursing Assistant II	9.95
12223 - Nursing Assistant III	10.86
12224 - Nursing Assistant IV	11.17
12235 - Optical Dispenser	15.88
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	22.61
12311 - Registered Nurse I	21.69
12312 - Registered Nurse II	26.21
12313 - Registered Nurse II, Specialist	26.21
12314 - Registered Nurse III	31.71
12315 - Registered Nurse III, Anesthetist	31.71
12316 - Registered Nurse IV	38.05
12317 - Scheduler (Drug and Alcohol Testing)	17.64
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.40
13012 - Exhibits Specialist II	23.89
13013 - Exhibits Specialist III	26.54
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.67
13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.16
13054 - Library Information Technology Systems Administrator	20.83
13058 - Library Technician	14.81
13061 - Media Specialist I	15.16
13062 - Media Specialist II	16.96
13063 - Media Specialist III	18.91
13071 - Photographer I	12.66
13072 - Photographer II	16.78
13073 - Photographer III	20.39
13074 - Photographer IV	22.64
13075 - Photographer V	27.40
13110 - Video Teleconference Technician	15.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.19
14042 - Computer Operator II	16.99
14043 - Computer Operator III	18.95
14044 - Computer Operator IV	21.05
14045 - Computer Operator V	23.31
14071 - Computer Programmer I (1)	19.54
14072 - Computer Programmer II (1)	22.11
14073 - Computer Programmer III (1)	26.48
14074 - Computer Programmer IV (1)	

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14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	15.19
14160 - Personal Computer Support Technician	21.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.14
15020 - Aircrew Training Devices Instructor (Rated)	36.47
15030 - Air Crew Training Devices Instructor (Pilot)	39.70
15050 - Computer Based Training Specialist / Instructor	29.49
15060 - Educational Technologist	27.30
15070 - Flight Instructor (Pilot)	39.70
15080 - Graphic Artist	22.07
15090 - Technical Instructor	20.43
15095 - Technical Instructor/Course Developer	24.99
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.00
16030 - Counter Attendant	8.00
16040 - Dry Cleaner	9.98
16070 - Finisher, Flatwork, Machine	8.00
16090 - Presser, Hand	8.00
16110 - Presser, Machine, Drycleaning	8.00
16130 - Presser, Machine, Shirts	8.00
16160 - Presser, Machine, Wearing Apparel, Laundry	8.00
16190 - Sewing Machine Operator	10.71
16220 - Tailor	11.46
16250 - Washer, Machine	8.66
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.06
19040 - Tool And Die Maker	23.33
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	20.57
21040 - Material Expediter	20.57
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.33
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	12.79
21130 - Shipping/Receiving Clerk	12.79
21140 - Store Worker I	11.63
21150 - Stock Clerk	14.55
21210 - Tools And Parts Attendant	14.97
21410 - Warehouse Specialist	14.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.99
23021 - Aircraft Mechanic I	22.03
23022 - Aircraft Mechanic II	22.99
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	16.24
23050 - Aircraft, Painter	20.06
23060 - Aircraft Servicer	18.10
23080 - Aircraft Worker	19.04
23110 - Appliance Mechanic	18.33
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.35

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23130 - Carpenter, Maintenance	18.33
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	20.64
23182 - Electronics Technician Maintenance II	21.71
23183 - Electronics Technician Maintenance III	22.75
23260 - Fabric Worker	16.32
23290 - Fire Alarm System Mechanic	19.21
23310 - Fire Extinguisher Repairer	15.78
23311 - Fuel Distribution System Mechanic	19.84
23312 - Fuel Distribution System Operator	16.35
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	15.72
23392 - Gunsmith II	18.33
23393 - Gunsmith III	19.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
20.05	
23430 - Heavy Equipment Mechanic	19.39
23440 - Heavy Equipment Operator	19.21
23460 - Instrument Mechanic	19.12
23465 - Laboratory/Shelter Mechanic	18.33
23470 - Laborer	10.30
23510 - Locksmith	18.17
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.21
23580 - Maintenance Trades Helper	14.81
23591 - Metrology Technician I	19.12
23592 - Metrology Technician II	20.04
23593 - Metrology Technician III	20.87
23640 - Millwright	25.30
23710 - Office Appliance Repairer	17.36
23760 - Painter, Maintenance	18.33
23790 - Pipefitter, Maintenance	19.54
23810 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	18.97
23870 - Scale Mechanic	17.43
23890 - Sheet-Metal Worker, Maintenance	19.21
23910 - Small Engine Mechanic	16.68
23931 - Telecommunications Mechanic I	22.00
23932 - Telecommunications Mechanic II	24.02
23950 - Telephone Lineman	21.20
23960 - Welder, Combination, Maintenance	18.19
23965 - Well Driller	19.22
23970 - Woodcraft Worker	19.21
23980 - Woodworker	15.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.16
24580 - Child Care Center Clerk	12.63
24610 - Chore Aide	7.55
24620 - Family Readiness And Support Services Coordinator	12.72
24630 - Homemaker	13.34

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25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	19.08
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	19.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.48
27007 - Baggage Inspector	10.06
27008 - Corrections Officer	16.30
27010 - Court Security Officer	18.25
27030 - Detection Dog Handler	13.92
27040 - Detention Officer	16.30
27070 - Firefighter	16.24
27101 - Guard I	10.06
27102 - Guard II	13.92
27131 - Police Officer I	20.46
27132 - Police Officer II	22.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.43
28042 - Carnival Equipment Repairer	10.95
28043 - Carnival Equipment Worker	7.43
28210 - Gate Attendant/Gate Tender	13.31
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.88
28510 - Recreation Aide/Health Facility Attendant	10.86
28515 - Recreation Specialist	17.97
28630 - Sports Official	11.85
28690 - Swimming Pool Operator	15.57
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.07
29020 - Hatch Tender	19.07
29030 - Line Handler	19.07
29041 - Stevedore I	18.13
29042 - Stevedore II	20.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	16.62
30022 - Archeological Technician II	17.30
30023 - Archeological Technician III	22.85
30030 - Cartographic Technician	24.93
30040 - Civil Engineering Technician	22.86
30061 - Drafter/CAD Operator I	17.14
30062 - Drafter/CAD Operator II	19.17
30063 - Drafter/CAD Operator III	21.38
30064 - Drafter/CAD Operator IV	26.30
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.99
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	24.93
30085 - Engineering Technician V	30.49
30086 - Engineering Technician VI	36.89
30090 - Environmental Technician	19.88
30210 - Laboratory Technician	18.55
30240 - Mathematical Technician	24.93

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30361 - Paralegal/Legal Assistant I	14.67
30362 - Paralegal/Legal Assistant II	18.17
30363 - Paralegal/Legal Assistant III	22.23
30364 - Paralegal/Legal Assistant IV	26.89
30390 - Photo-Optics Technician	24.93
30461 - Technical Writer I	21.00
30462 - Technical Writer II	25.67
30463 - Technical Writer III	31.06
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	21.38
30621 - Weather Observer, Senior (2)	23.16
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.13
31030 - Bus Driver	14.07
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	8.28
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	17.75
31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.48
99050 - Desk Clerk	8.83
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	9.61
99252 - Laboratory Animal Caretaker II	10.20
99310 - Mortician	27.96
99410 - Pest Controller	14.23
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	14.96
99711 - Recycling Specialist	16.88
99730 - Refuse Collector	13.79
99810 - Sales Clerk	10.13
99820 - School Crossing Guard	10.58
99830 - Survey Party Chief	16.54
99831 - Surveying Aide	10.33
99832 - Surveying Technician	15.04
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

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Minimum employer contributions costing an average of \$3.24 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 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night

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differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (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).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** 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 or 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 \$3.35 per week (or \$.67 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.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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 rationale 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.

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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.

AGREEMENT

Between

MAINTHIA TECHNOLOGIES, INC.

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
Local Union 1340

(Inspectors)

February 29, 2008

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AGREEMENT

Between

Mainthia Technologies, Inc.

And

International Brotherhood of Electrical Workers, Local Union 1340

PREAMBLE

THIS AGREEMENT entered into this 29th day of February, 2008 by and between Mainthia Technologies, Inc. (hereinafter referred to as the "Company"), and Local Union No. 1340, of the International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter referred to as the "Union"), for the purpose of all Construction Inspection and Construction Management work assigned to the Company by the National Aeronautics and Space Administration, (hereinafter referred to as "NASA"), under the Inspection and Quality Assurance Support Services Contract and performed by the employees of the Company covered by this Agreement only within NASA, Langley Research Center site and sites and properties related thereto.

WHEREAS, it is the intent of the parties to establish and maintain the highest standard of ethics within the Construction Services Unit, and in order to achieve those standards the Company and the Union shall jointly establish reasonable policies and rules regarding actual or potential conflicts of interest within the Unit.

WHEREAS, the Company is engaged in the business of Construction Inspection and Construction Management (as defined in Article V) and this work is of importance to the Union, and it being recognized that unique skills are required to satisfactorily perform this type of work, the Union and the Company wish to enter into an agreement for their mutual benefit covering work of this nature.

WHEREAS, the Company and the Union desire to mutually establish hours of work and working conditions for the employees to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

WHEREAS, the Union, its members and all of those employees represented by the Union, agree to use its and/or their best endeavors to protect the interest of the Company, to consider the Company's property and to give service and/or work of the highest productive quality.

WHEREAS, the Company and the Union have a mutual interest in providing construction inspection services to NASA's Langley Research Center and hence a practical system which enables harmonious and efficient working relationships between the parties is necessary,

NOW THEREFORE the parties agree to the following:

ARTICLE I

TERM OF AGREEMENT

Section 1. This agreement shall take effect February 29, 2008 and shall remain in effect through February 28, 2011.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing by registered mail at least sixty (60) days prior to expiration. When Notice for changes only is given, the nature of the changes desired must be specified in the Notice and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect. Neither party hereto may reopen this Agreement for negotiations on any issue, either economic or non economic, during this contract period or by extension thereof, except as provided in Section 3.

Section 3. This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto. The Union may submit the amendments to the International office of the Union, as it relates solely to compliance with State and Federal regulations.

ARTICLE II

RECOGNITION

Section 1. The bargaining unit under this Agreement shall comprise Construction Inspection and Construction Management Support employees including X-ray Monitors of the Company as specified in the NLRB Certification of Representation (CASE NO. 5-RC-12653) and as added thereto by amendment of Article V of this Agreement.

Section 2. The Company:

- (a) Agrees to recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering the Agreement for the employees.
- (b) Agrees to bargain collectively with the Union and to be governed by the terms of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

The Management of the plant and the direction of working forces and of the affairs of the Company, including the right to hire, discipline, suspend or discharge for cause, and the right to reduce forces due to lack of work or curtailment of production

shall be vested exclusively in the Management of the Company. Management shall also have the exclusive right to assign or transfer employees, adopt new or changed methods of performing the work, to relieve employees from duty because of lack of work, to make rules and regulations and to change such rules and regulations.

The Company has the right to establish new classifications provided it does not downgrade the pay scale of existing employees. An employee hired to fill a new classification of work shall be limited to performing within such classification, except in unusual or extenuating circumstances.

In the event the Company establishes such new classifications, the parties shall promptly enter negotiations to establish an agreeable wage rate. In the meantime, the Company shall have the right to implement their proposed wage rate with the understanding that a retroactive adjustment may be made subsequent to final agreement of the parties.

It is recognized that the Company shall continue to have the exclusive right to determine partial or permanent discontinuance or shut down of operations.

It is understood and agreed that any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, granted or modified by this Agreement. The listing of specific Management rights in this Article is not intended to be, nor shall it be considered a restriction of or waiver of any of the rights of the Company not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

ARTICLE IV

SCOPE OF WORK

This Agreement covers Construction Inspection and Construction Management Support work assigned to the Company by NASA under the Inspection and Quality Assurance Support Services Contract and performed by the employees of the Company covered by this Agreement only within the NASA, Langley Research Center site and sites and properties related thereto.

ARTICLE V

DEFINITIONS

Section 1. Construction Inspection is defined as any work assigned by the Company which is in accordance with the terms of the Company's Inspection and Quality Assurance Support Services Contract with NASA and which is in compliance with the Company's obligation to perform any such work under the terms of that contract and

conforming with the NLRB certification. A position description for construction inspectors is summarized in Appendix D.

Section 2. Construction Management support is defined as any work assigned by the Company which is in accordance with the terms of the Company's Inspection and Quality Assurance Support Services Contract with NASA and which is in compliance with the Company's obligation to perform any such work under the terms of that contract. A position description for construction management Support is summarized in Appendix E.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Procedures

All grievances that may arise will be handled in the following manner. No grievance shall be filed, or processed at Step II based on facts, or events, or omission, which have occurred more than six (6) normal work days before grievance is filed. In cases involving dismissal or suspension for just cause, the grievance may be instituted at Step III.

STEP I: Prior to processing any written grievance, any employee who believes he has a grievance, must discuss it with his immediate supervisor, with his steward being present. If the employee is dissatisfied with the answer given by his supervisor, or no answer is given within three (3) normal work days, Step II will be followed

STEP II: The employee and his steward shall present to the Program Manager a written grievance form provided by the Company (which has been approved by Company and Union) stating what the grievance is and the remedy sought. If the Program Manager's decision is not agreeable with the union, or is not given within three (3) normal working days, Step III will be followed.

STEP III: The Program Manager (or his designated representative) within three (3) normal work days after his written decision not agreeable with the union, or failure to give a decision, shall meet at the union's request with the Local Union Business Manager, or his designated representative. If the Program Manager's decision is not agreeable with the union or is not given within five (5) normal work days, then the Union may request to arbitrate the matter.

STEP IV: The Union may, no later than five (5) normal work days after receipt of the Company's decision in Step III, submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately

strike the names from the panel and the name remaining shall hear the case. The determination of which party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) normal work days of receipt of the arbitrator list.

Section 2. Arbitration

In the event that grievance procedures lead to arbitration, the expense of the impartial Arbitrator shall be shared equally by both parties. The Company shall attempt to provide facilities at Langley Research Center provided, however, if no facilities are available at the Center, the Union and the Company agree to equally share expenses incurred in the hearing room. Furthermore:

- (a) The findings of the Arbitrator shall be binding on both parties.
- (b) Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any one time before the same arbitrator.
- (c) The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 3. Time limits

All time limits stated in this Article shall be treated as jurisdictional in nature, and the failure to follow any of the set time limits shall result in the grievance being void and waived, and the matter shall end without resort to arbitration. A normal work day is defined as any day on which any bargaining unit employee is at work, Monday through Friday, except holidays.

ARTICLE VII

UNION REPRESENTATIVES

Section 1. Representatives of the Union shall have access to the job during working hours on union business, provided they do not interfere with the work of employees, and further provided they obtain prior authorization from the Company.

Section 2. The Union has the right to appoint a Steward from the Unit at the Company. The Company shall be notified and furnished the name of the Steward in writing. The Company will deal with the designated Steward until such designated Steward has been revoked in writing by the Union. Such Steward shall be allowed reasonable time (to be scheduled with his supervisor) during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed. In no event shall the presence of the Steward disrupt or interfere with the work of the Company because of his faithful performance of duties as Steward. No Steward shall be discriminated against by the Company because of his faithful performance of duties of Steward. The Steward, or alternate, shall be called in by the supervisor before any employee is disciplined.

ARTICLE VIII

REFERRAL OF EMPLOYEES

Section 1. When employees are required, the Company shall request from the Local Union that the required number of applicants be referred for employment. The following minimum standards shall apply.

- (a) The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy, or requirement. Local Union 1340, International Brotherhood of Electrical Workers, will refer applicants to the Project covered by this Agreement regardless of race, color, sex, handicap, national or ethnic origin, or veteran status. It does not discriminate on the basis of race, color, sex, handicap or disability, national or ethnic origin in the referral of applicants.
- (b) The Company shall retain the right to select or reject any applicant referred by the Local Union, and shall have the further right to select any applicant from among those referred by the Union, while complying with all applicable Federal laws, regulations, and rulings in our hiring and employment activities. When the Company requests an applicant or referral from the Union, the Union will refer such applicant within forty-eight (48) hours [two (2) normal work days] and in the event the Union fails to refer an applicant within that period of time, the Company is free to utilize other sources to fill its manpower needs.
- (c) The Local Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function of its hiring arrangements, including the provisions herein set forth. The Company shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the function and operation of the hiring arrangements including these provisions.
- (d) The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs and/or any other forms of action and assumes any and all liabilities and expenses that shall arise out of or by reason of the Union's administration of the hiring hall referred to in this Article. It is also expressly understood that those applicants that are referred by the Union will be selected on a nondiscriminatory basis and that the Company shall assume the liabilities that attach for failure to hire an applicant referred by the Union.
- (e) The Union agrees to recognize the Company's Affirmative Action

Program and will refer qualified job applicants according to established underutilization goals.

Section 2. In addition to the forgoing minimum standards, the Local Union agrees to refer all applicants for employment to this project according to the standards for criteria uniformly applied to any project in the area. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Company and a public member appointed by both these members. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 1 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3. The designation and determination of the number of foremen and other supervisory personnel is the responsibility of the Company.

Section 4. The above hiring provisions have been entered into in order to comply with the Mountain Pacific doctrine of the National Labor Relations Board. Upon any Board or court decision or administrative ruling modifying or changing the Mountain Pacific doctrine, either party to this Agreement shall have the right to re-open negotiations pertaining to this Article by giving the other party thirty (30) calendar days written notice.

ARTICLE IX

UNION SECURITY

Section 1: - Maintenance of Financial Obligations of Membership. All employees of the Company covered by this agreement who are members of the Union on the effective or execution date of this Agreement, shall remain members and those who are not members on the effective or execution date of this Agreement, shall on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is later, become and remain members in the Union. All employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirty-first (31st) day following the beginning of each employment become and remain members in the Union, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay either (1) the Union's initiation fees and periodic dues or (2) service fees corresponding to the proportion of the Union's total expenditures that support representational activities as other employees. If an individual refuses to pay dues, initiation or service fee as required under this article the Company, upon request of the Union and a showing that the Union has complied with the applicable laws, shall discharge the individual. The discharge shall be effective within thirty (30) days after the employee shall be given the right to cure the default in payment

of such dues, initiation fees, or uniformly levied assessments by tender of same to the Union.

Section 2: - Indemnification of Company. The union agrees to defend and indemnify and hold the Company harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs and expenses in any manner arising out of or connected with action by the Company taken pursuant to the provisions of this Article IX.

ARTICLE X

WAGES

Section 1. Wage rates set forth in Appendix "A", attached hereto, and made a part hereof, are to be paid to those employees listed under Appendix "A" for this term of this Agreement.

Section 2. Wages will be paid bi-weekly by means of direct mailing or deposit to be selected by the employee. The payroll period shall be from 0001 Monday to 2400 Sunday.

Section 3. The Company agrees to make available to all employees United States Savings Bonds and United Way through payroll deductions.

Section 4. Working and Basic Dues Check-Off:

The Company agrees that it will make Union Working Dues Deductions from the pay of all members working under the terms of this Agreement in the amount of one and one-half percent (1.5%) of gross bi-weekly pay plus Basic Bi-Weekly Union Membership Dues of the basis of individually signed payroll deduction authorizations on the form set out below in Section 5. The Company will make these deductions bi-weekly as designated in the individually signed payroll deduction authorizations. The Employer will pay the aggregate of such deductions monthly to the Financial Secretary of the Union, who shall be authorized to issue a receipt in the name of the Union. Along with the check for the amount of the calendar monthly deductions, the Company shall send a report which sets forth the name, social security number, his wage rate, the number of clock hours worked, and his gross earnings for the calendar month, and said report will be executed to cover the aggregate number of bi-weekly payrolls in each calendar month. The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which deductions are being made.

Section 5. Deduction Form. Employees will complete and submit the payroll deduction form included in Appendix C.

ARTICLE XI

DAY WORK CONDITIONS

Section 1. Eight (8) hours per day shall constitute a standard work day normally between the hours of 7:00 a.m. and 3:30 p.m. Forty (40) hours shall constitute a normal week's work. The Company may alter the work day to accomplish peak and valley workloads. In the event an employee works more than eight (8) hours in a work day but less than forty (40) hours in any week, the employee may receive comp time in lieu of overtime not to exceed three (3) hours a day or ten (10) hours a week excluding Saturday and Sunday. Such comp time must be taken by the end of the normal work week, in which it occurred.

Section 2. All time worked in excess of forty (40) hours per week shall be paid for at the rate of time and one half (1-1/2). Time worked includes all non-productive leave hours excluding health fund benefit coverage and worker's compensation.

Section 3. The Company may change the starting and quitting times of any shift, on a permanent or temporary basis.

Section 4. Employees called back to work after the conclusion of their regular shift hours shall be compensated for a minimum of three (3) hours at the appropriate overtime rate regardless of whether the employee called is required to work the entire three (3) hours. In addition, any employee called back to work after his regular shift hours shall be promptly excused upon completion of the job which he was called in to perform.

Section 5. If assigned, employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. The Company and Union shall establish an overtime policy which will balance the assignment of overtime equitably by classification. This will normally be balanced within plus or minus ten percent on an annual basis. The overtime policy is set forth in Appendix B.

Section 6. Except for temporary and part time employees, employees terminated by reason of lay-off shall be notified in writing at least two (2) weeks prior to such termination date. Employees who are laid off or discharged will be paid all monies by the end of the next pay period, providing all indebtedness and obligations to the Company by the employee are satisfied.

Section 7. In the event an employee is changed from regular to part time or temporary status, and if the employee is change back to regular status within the next 12 months, sick leave balances will be reinstated.

ARTICLE XII

WORK SHIFTS

Section 1. When so elected by the Company, multiple shifts normally consisting of no less than eight (8) hours may be worked. When two (2) or three (3) shifts are worked, the first or day shift, shall normally be established from 7:00 a.m. to 3:30 p.m.; the second shift shall normally be established from 3:00 p.m. to 11:30 p.m.; and third shift shall normally be established from 11:00 p.m. to 7:30 a.m. A thirty (30) minute lunch shall normally be taken approximately midway through the shift plus or minus one hour. Lunches not observed during this time period at the direction of the Company will be counted as hours worked and paid at the appropriate rate. Shift schedules may be changed to accommodate construction contractor activity.

Section 2. The pay for the second shift shall be straight time plus seven and one half (7-1/2) percent; and the third shift rate of pay shall be straight time plus ten (10) percent.

Section 3. Eligibility for shift differential shall be based upon the majority of non overtime hours worked on a given shift in accordance with the following sub-sections.

Section 3a. Shift differential shall not be applicable to non productive leave hours for employees on temporary shift assignment; except for holidays, when the employee works the day before and the day after the holiday. Temporary assignment is defined as working an assigned shift for less than 30 normal work days.

Section 3b. Temporary shift assignments may be made for any period less than 30 normal work days.

Section 4. Except in the case of part time, temporary, or X-Ray Monitors, when shift changes from or to temporary or regularly assigned shifts are directed, there shall be a minimum of 16 hours between any assigned shifts. If such changes prevent the employee from working a 40 hour week, then the employee shall be paid for non worked hours at the day shift rate, but not in excess of 8 non worked hours for any one change. Part time, temporary or X-Ray Monitors shall be permitted a minimum of 8 hours between shift changes.

ARTICLE XIII

HOLIDAYS, LEAVES, JURY PAY AND PENSION

Section 1. Holidays.*

(a) The following days shall be observed as holidays under this Agreement:

New Year's Day
Martin Luther King Day
President's Day

Labor Day
Columbus Day
Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

*The above holidays will be observed on the same day that NASA observes them.

- (b) In the event the government proclaims a permanent holiday other than those listed in Section 1 above, then the employees shall be granted that holiday. If an employee is scheduled to work on a holiday, but fails to do so, he will receive no holiday pay.
- (c) An employee who works on one of the above-listed holidays shall be paid at time and one-half (1-1/2) his straight-time rate of pay for all hours worked on that holiday, in addition to any holiday pay for which he may be qualified.
- (d) To be eligible for holiday pay, an employee must work his regularly scheduled day before the holiday and his regularly scheduled day after the holiday unless on approved, scheduled vacation, bereavement leave, jury duty, or due to sickness or accident with proper physician documentation.

Section 2. Administrative Leave.

On days which are not recognized as holidays under Section 1 above, but where the Government, because of special events and occasions substantially reduces the normal activity at the Center because of such special events or occasions, and allows reimbursement to the Company, the following provisions shall apply:

- (a) Those employees who are required to work will be paid at their straight-time hourly rate; provided, however, that said employees will have a compensatory day off at their straight time base rate of pay for such compensatory time.
- (b) Those employees who are not required to work will receive a day's compensation at their regular straight-time hourly rates.
- (c) In the event that access to NASA-LaRC is restricted for inclement weather, security or other reasons, such lost time will be classed as administrative leave and will be paid to the affected employees as if it had been worked, providing that such costs are deemed reimbursable by the Government. Such administrative leave will not be charged against the employees' vacation or comp time accounts.

Section 3. Definition.

The interpretation of man-hours worked and hours worked for the purpose of vacation and sick leave accruals is all straight-time hours to include paid non-productive time, i.e., vacation, sick leave, holidays, and other time which is not directly chargeable to work orders but which is allowable to other overhead accounts.

Section 4. Annual Leave.

- (a) Employees with less than three (3) years shall earn one (1) hour Annual Leave per year for every twenty (20) man-hours worked.
- (b) Employees with three (3) years, but less than fifteen (15) years shall earn (1) hour Annual Leave for every thirteen (13) man-hours worked.
- (c) Employees with more than fifteen (15) years shall earn one (1) hour Annual Leave for every ten (10) man-hours worked.
- (d) Employees may only carry over a maximum of 240 hours of Annual Leave at year ending December 31.
- (e) Length of service includes the whole span of continuous service with the present (successor) contractor and with the predecessor contractors in the performance of similar work at the same Federal facility.
- (f) Employees desiring to take annual leave must receive permission from the Company by 9:00 a.m. the day before annual leave is desired. The Company may grant emergency vacations for extreme emergencies. Such granting of emergency leave shall be at the Company's discretion and not subject to the grievance procedure. Each employee will be allowed two unscheduled annual leave absences to be taken at the employee's discretion. The employee will have two (2) opportunities annually to take this unscheduled annual leave. The total number of hours for both unscheduled absences can not exceed eight (8) hours. Time is charged to employee's annual leave.
- (g) Employees who schedule vacations of one (1) week or more and who submit a written request through Payroll three (3) weeks or more in advance of the vacation starting time, will be paid vacation allowance prior to the end of the work shift on the last work day preceding the vacation schedule. All employees requesting advance vacation pay must begin their vacation on Monday.
- (h) All vacation hours taken by employees are subject to the approval of management. Employees must submit requests for vacation at least two weeks prior to start of vacations of 40 or more hours.

Section 5. Sick Leave.

- (a) Employees will earn (1) hour of sick leave for every (20) hours worked.
- (b) Employees absent from work because of illness must, upon reasonable request in accordance with the company's sick leave policy, submit

administratively acceptable evidence that they were ill and unable to work.

- (c) Employees may accumulate all unused sick leave from one year to the next.
- (d) Any employee abusing sick leave benefits will be subject to immediate discharge.
- (e) Employees absent from work because of illness must inform the Company of the telephone number and address where they may be reached during such time of illness.

Section 6. Jury Duty or Witness Appearance.

- (a) Regular, full-time employees are permitted time off with pay to serve on a jury or to appear as a grand jury witness (if not the accused) upon presentation of their court notice or subpoena to their supervisor. Employees must give their supervisors evidence of time served in court and fees paid, and are paid their straight-time pay less fees received from the court. If no fees are paid by the court, the Company pays the full amount.
- (b) Regular, full-time employees serving as a witness other than before the grand jury are allowed time off but will be paid only if serving at the request of the Company or NASA.

Section 7. Bereavement Leave.

- (a) In the event of a verifiable death in an employee's immediate family of any of the following relatives: Spouse, child, mother, father, brother, sister, father-in-law or mother-in-law, the employee shall be entitled to be absent from work for a period not to exceed two normal working days to afford him an opportunity to attend the funeral and/or participate in other matters relating to the death of the deceased. This period of time shall not exceed one (1) normal work day following the funeral. During such absence, the employee shall be compensated at his regular straight-time hourly rate for each eight (8) hour work day absent.
- (b) In the event of a verifiable death of an employee's grandparent or an employee's grandchild, the employee shall be granted one day off to attend the funeral, providing the funeral occurs on a normal work day and providing the employee attends the funeral. During such absence, the employee shall be compensated at his regular straight-time hourly rate for the eight (8) hour work day absent.

Section 8. Retirement Fund.

- (a) The Company agrees to contribute on behalf of all regular non-

probationary employees working under the terms of this Agreement, seven and one-half percent (7-1/2%) of their gross bi-weekly pay, excluding any health and welfare, uniforms or safety equipment allowances, into the Southern Electrical Retirement Fund.

(b) The company agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Southern Electrical Retirement Fund and all rules and regulations adopted by the Trustees of the Fund from time to time, provided the Fund continues to be maintained as a tax exempt trust under the relevant provisions of the Internal Revenue Code and otherwise conforms to all requirements of the law.

(c) The company and the Local Union agree that the Trustees heretofore appointed to the Southern Electrical Retirement Fund by the National Electrical Contractors Association, Virginia Chapter, and the Local Union, and as they shall from time to time be replaced, shall represent the Company and the Local Union, respectively.

(d) Contributions shall be transmitted by the Company to the plan administrator not later than fifteen (15) days after the end of the month for which contributions are being made. Along with the contributions, the Company shall furnish to the plan administrator, a mutually agreeable form setting forth the employee's name, Social Security number, gross monthly earnings, hours worked, and the amount contributed by the Company for each employee covered by the terms of this Agreement. Contributions for all bi-weekly payroll periods ending during the calendar month shall be included in the report for that month.

ARTICLE XIV

TRAVEL

During the term of this Agreement, subsistence, travel allowance, mileage, per diem, or pay for travel time shall not be paid to any employee covered by the terms of this Agreement unless approved by the Program Manager.

ARTICLE XV

SUPERVISION

The Company reserves the right to send into the area of work as many supervisors and engineers as it deems necessary to carry out the work covered by this Agreement. Such management personnel shall not be prohibited from performing construction inspections under certain circumstances such as:

- (1) during absences of bargaining unit inspector

- (2) during emergencies
- (3) on large contracts when special problems exist or may be anticipated, and
- (4) when variations in task order workload create requirements for personnel of limited duration anticipated to be less than two hours per day and no greater than 10 hours per week, excluding all holidays and overtime hours, per Task Order number. This occurs after all efforts have been exhausted to assign task to a bargaining unit inspector.

It is not the intent of the parties that the Company will utilize supervisors or engineers to inspect construction projects on a full-time basis, nor that new supervisor or management positions be established for the sole purpose of replacing Union personnel.

ARTICLE XVI

SAFETY IN THE WORK PLACE

The employees covered by this Agreement shall, at all times while in the employ of the Company, be bound by the safety rules and safety regulations as established by the Company. All employees will be issued Company safety manuals.

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of alcohol or drugs (illegal or prescribed) on the job may pose serious safety and health risks not only to the user but to all industrial equipment, vehicles and other employees. The possession and use, distribution or sale of an illegal substance or alcohol in the work place shall not be tolerated and may result in termination and prosecution.

The Company and the Union recognize that their health and future are dependent upon the physical and psychological health of their employees and members. Accordingly, it is the right, obligation and intent of the Company to maintain and the Union to support, a safe, healthful and efficient working environment for all.

In the event the Company has reasonable suspicion that the employee is engaged in substance abuse it shall have the right to require a urinalysis test for confirmation. The Union recognizes and supports the Company's drug testing policy.

ARTICLE XVII

WORK RULES

The Union agrees that the Company has the sole and exclusive right to establish reasonable rules, policies and regulations not in conflict with the express terms of this Agreement governing employment and working conditions.

The Company agrees to provide copies of such rules, policies, and regulations to the Union ten (10) days in advance of their becoming effective. This period will allow the Union an opportunity to review the rules, policies and regulations prior to implementation. Under special and compelling circumstances, such as a NASA Directive or a safety requirement, implementation may become effective immediately upon notification of the Union.

ARTICLE XVIII

SENIORITY

Section 1. In the event of reduction of the work force, employees with the shortest length of service in their classification, will be laid off first.

Section 2. All new regular employees shall be on a probationary period for a period of ninety (90) calendar days. Probationary employees shall receive the wages and the fringe benefits, as described in this Agreement. New regular employees shall have no seniority until the probationary period has been completed. After completion of the probationary period, an employee's seniority shall then be credited from the date of hiring. Probationary employees shall receive a performance review on or about thirty (30), sixty (60), and eighty-five (85) days after date of hire. Any decisions by the Company to terminate probationary employees on the basis of response to supervision, attendance, or ability to perform assigned tasks, shall be final and will not be subject to Article VI (Grievance Procedures) of this Agreement. This applies to the termination of a probationary employee only.

Section 3. A seniority roster shall be prepared and posted by the Company every 12 months. Any discrepancies with posting must be submitted in writing within 15 calendar days.

Section 4. Seniority shall be canceled and terminated upon the happening of any of the following events:

- (a) An employee quits.
- (b) An employee is discharged
- (c) An employee fails to return to work within five (5) days of notice of recall given by the Company by registered or certified mail.
- (d) Settlement has been made for total disability
- (e) An employee has retired
- (f) An employee has been in layoff status or is absent because of sickness or injury for more than twelve (12) months.

ARTICLE XIX

PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing Federal, State, and Local laws applicable to employees in general.

ARTICLE XX

PERIODIC CONFERENCE

Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE XXI

GENERAL SAVINGS CLAUSE

Any provisions in this Agreement which are in contravention of any Federal, State, Local, or County regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in affect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

ARTICLE XXII

WORK STOPPAGE

During the life of this Agreement, the Union agrees there shall be no strikes, work stoppages, slowdowns, interruptions, sympathy strikes, or delays of work of any nature, whether in protest of matters of actions covered by the Agreement, or matters or actions not referable thereto and not within the normal bargaining relationship between the parties and whether or not based upon alleged violations of State or Federal law, for any purpose whatsoever. Neither the Union nor any employee shall observe any organizational picket line.

Any employee who encourages or participates in a strike, stoppage, sit down, slowdown, sympathy strike, organizational picketing, or organized curtailment of work, as set out in this provision shall be subject to discharge.

In the event a strike occurs with another bargaining group, employees covered by

this collective bargaining agreement shall not be assigned to perform the struck work.

ARTICLE XXIII

LANGLEY FEDERAL CREDIT UNION PAYROLL DEDUCTIONS AND DIRECT DEPOSITS

The Company agrees to payroll deduction authorization and direct deposition, if duly signed by the employee, for the Langley Federal Credit Union, and said money will be forwarded to the Credit Union, subject to the following:

- (1) All authorizations for Langley Federal Credit Union checkoff will be honored by the Company only upon the receipt by the Company of executed forms sent to the Company by the Credit Union.
- (2) All cancellations for Credit Union checkoffs will be honored by the Company only upon the receipt by the Company of properly executed forms sent to the Company by the Credit Union.
- (3) All cancellations of increases or decreases in such checkoffs, which are received by the Company a minimum of three (3) working days prior to the close of a pay period will be processed by the Company effective with that pay period; provided, however, at least thirty (30) days have lapsed since processing a change notice for the affected employee.

The Union agrees to save the Company harmless from any action or claims growing out of these deductions (checkoff) and commenced by any employee or former employee of the Company. The Company's sole responsibility is to forward the monies deducted to the Credit Union bi-weekly. The checkoff period to close midnight on Friday and payment to be mailed on or before the Friday of the following week.

ARTICLE XXIV

HEALTH AND WELFARE

Section 1. Group Medical Insurance

(a) Effective October 1, 2007, the Company will sponsor Group Medical for all employees and employee dependents through the NECA/IBEW Family Care Trust Fund.

(b) Entry into this program is restricted to new hires at the time of hiring or existing employees between May 1, and May 31, of each year.

(c) The Company will pay 75% of health care premiums, and the employee will pay the remaining 25% of health care premiums.

(d) The Health Fund Trustees will notify the Company of any increase in the health premium, which must be paid for continued coverage following the effective

date. The monthly premium rate for the year 2008 will be \$450.00 for coverage for the employee only and \$900.00 for family coverage.

(e) All employees covered under this agreement shall have the option of enrolling in the group medical plan as described above, or at the individual employee's option, may elect to receive seventy-five cents (\$0.75) per hour in lieu of accepting the medical coverage offered.

(f) The employer shall not sponsor another group health plan for bargaining unit employees at the same time it sponsors the NECA/IBEW Family Medical Care Trust Fund.

Section 2. Group Life Accidental Death/Dismemberment and Weekly Accident/Sickness

Effective October 1, 2007, the Company will sponsor Group Life, Accidental Death/Dismemberment, and Weekly Accident/Sickness Disability insurance for all employees through the NECA/IBEW Family Medical Care Trust Fund. Company will pay 75% of the monthly cost. Employee will pay 25% of the monthly cost. The cost for such coverage shall be included in the rates set forth in Section 1(d).

Section 3. Change of Carriers:

During the term of this Agreement, the Company may, with the concurrence of the Union, change the Carrier or Carriers of any the insurances described in Section 1(a) provided by the plan or plans are substantially equivalent to those offered to non union employees of the Company.

ARTICLE XXV

SAFETY EQUIPMENT

In the interest of employees' safety, the Company agrees to the following terms of supplemental monetary support to partially defray the personal cost of the indicated safety equipment.

Section 1. For the duration of the new agreement, and upon presentation of proper receipts for cost of safety shoes worn on the job, the Company will reimburse the individual employee up to one hundred fifty dollars (\$150) or the actual cost, whichever is less, per calendar year for the purchase of new safety shoes.

Section 2. Upon submittal of proper receipts and explanation of benefits form(s) from health care provider(s) for the cost of lenses and/or frames for safety glasses, the Company will reimburse the individual employee up to one hundred fifty dollars (\$150) per calendar year for safety glasses worn on the job. In no case shall the maximum amount of reimbursement when combined with other benefits received, whatever the source, exceed the cost of the safety glasses. This provision is intended to be supplemental to any and all other benefits which may be available to the individual employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of 28 pages, which has been agreed to on the 28th day of February, 2008.

FOR THE COMPANY:

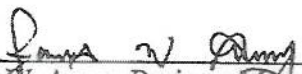
MAINTHIA TECHNOLOGIES, INC.
Technology Group- Hampton Office



Hemant Mainthia, President

FOR THE UNION:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
Local Union 1340



James W. Avery, Business Manager.

APPENDIX A
WAGE SCHEDULE

Section 1—The Company agrees to pay the following hourly rates for the classifications listed below:

MINIMUM WAGE RATES PER HOUR

	Effective 29 Feb. 2008	Effective 1 March 2009	Effective 1 March 2010
Construction Inspector	\$28.50	\$29.50	\$30.50
X-ray Monitor	\$13.11	\$13.63	\$14.18

In accordance with APPENDIX D, Section 6, Construction Inspector rates shall be paid to those Inspectors who are certified by NASA to "hang" red safety tags. If an Inspector's certification lapses for any reason, the wage rate shall be reduced by 75 cents per hour until the Inspector becomes recertified. Furthermore, any new Inspector's wage rate shall be reduced by 75 cents per hour until that Inspector becomes certified. At the beginning of the first payroll period following recertification or initial certification, respectively, the 75 cents per hour will be restored to the Inspector's wage rate to bring it to the proper minimum shown in the table.

Section 2. Temporary hires (working in accordance with Article XI for a period not to exceed 120 days) shall receive the established rate plus an amount of 20% of the established rate in lieu of benefits.

Section 3. Part time hires shall receive the established rate plus an amount of 20% of the established rate in lieu of benefits.

APPENDIX B

JOB ASSIGNMENTS AND OVERTIME

1. The Supervisor, Construction Services and supervisory inspectors will review and assign the lead inspector and support inspectors according to work load and trade requirements.
2. Overtime or compensatory time counts in overtime accrual totals.
3. When two inspectors have the same amount of overtime-roster hours, alphabetical order will be used to determine the overtime assignment.
4. During normal work hours, an inspector has to be present to accept or reject overtime.
5. The inspector will be allowed a maximum of thirty minutes to either accept or reject overtime.
6. Weekend overtime will be canvassed by Thursday afternoon prior to close of business when notice by the Company permits. On short notice by the Company, canvassing will be conducted as soon as notification is received.
7. Weekday overtime will be canvassed as soon as notification is received.
8. All overtime shall be extended to the low overtime-roster inspector within the classification required.
9. Assigned inspector may cover emergency or unscheduled overtime. If that inspector cannot cover this overtime, he will be charged and the low overtime-roster inspector will be given the option to work.
10. The assigned inspector shall be responsible for arranging overtime and briefing inspector from low list. Low list inspector that will cover overtime shall notify security and maintain proper logs for that work.
11. Lowest overtime-roster inspector can work if overtime is multi-craft and no uninspected work is being covered up. If some work is being concealed which has not been inspected, then lowest qualified inspector shall be assigned to check work before concealment.
12. In the event no one accepts the work after all qualified inspectors are canvassed, the assigned inspector within the classification will be required to work.
13. New employees shall start with highest hours plus one hour of that classification.
14. The Company and the Union agree to the above procedure in order to level overtime opportunity within $\pm 10\%$ on an annual basis within a classification.

APPENDIX C

UNION DUES DEDUCTION FORM

TO: MAINTHIA TECHNOLOGIES, INC., (EMPLOYER)

I hereby authorize and direct you to deduct Union working dues bi-weekly from my pay, plus monthly basic Union membership dues, both amounts of which are to be determined by the Local Union by-laws and the IBEW Constitution and to forward same monthly to the Financial Secretary of the Union in accordance with the Agreement between the Union and the Company. This deduction shall be made from all wages earned by me while working in the jurisdiction of Local Union 1340, IBEW.

This authorization and direction shall be irrevocable for a period of one (1) year from the date hereof or until the anniversary date of the present Agreement, whichever is sooner, at which time I may revoke it by giving the Employer written notice any time with thirty (30) days prior to the expiration of the year period, or thirty (30) days prior to the anniversary date of the present Agreement, whichever occurs sooner. If no such notice is given, this authorization shall be irrevocable for successive one (1) year periods thereafter, or for successive contract periods, whichever are shorter, with the same period of revocation at the end of each such period and shall continue thereafter in full force and effect until revoked by written notice to you.

Date: _____ Signed: _____

Social Security Number: _____

APPENDIX D

SUMMARY POSITION DESCRIPTION FOR CONSTRUCTION INSPECTORS

Section 1. General

Construction Inspectors examine any of a variety of construction goods, services or operations, within designated trades, for conformance to contract requirements as documented by plans, specifications, reference specifications, approved submittals, codes and industry practice. Conducts Quality Control (QC) activity on assigned contracts and performs Quality Assurance (QA) of construction contractors' inspection and testing activities. Monitors tests to verify procedure and results. Conducts tests to demonstrate compliance. Examines raw materials for quality, and manufactured items for defects and for conformance to specifications, visually and using sample models and instruments, such as scales, gauges, templates, calipers and micrometers. Verifies that established standards are maintained relative to such matters as transportation and storage, health and safety, security, sanitation, business practices, operations and services. When required, affixes seals or tags to approved items. Ascertains that licenses and permits have been obtained and displayed. Confers with officials, interprets regulations and codes, and assists in altering methods and practices to meet established standards. Investigates complaints and violations, prepares reports of findings and action taken or recommended and testifies in court. Recommends changes in standards, administrative procedures, facilities, methods, and practices. Monitor asbestos removal both inside and outside containment. Perform monthly crane inspections in various facilities. Review and accept/reject radiographic film of welds. Performs other tasks as outlined in the current revision of the NASA Langley Inspection Manual.

Section 2. Physical Requirements, Description of Environment, and Other Essential Functions

Requires mobility through construction sites including climbing, crawling, access to confined spaces and heights to 70 ft maximum. Depth perception is required, with or without correction. Ability to hear normal conversation and remote alarms not visually apparent. Capable of carrying documents and test instruments (maximum wt. 30 lbs), move materials to gain access and passage (maximum wt. 100 lbs) and ability to use tools and test instruments. Ability to operate motor vehicles and work at heights up to 70 ft.

Work is performed indoors and outdoors in all weather conditions. Exposed to noise, dust, hazardous materials, chemicals, high noise, electricity, and high pressure systems on construction sites. Requires good oral and written communication skills with the ability to communicate effectively with tradesmen and other contractor personnel, technicians and engineers. Must be able to obtain, as a minimum, an ADP clearance, and obtain other security clearances when required.

Ability to use the following tools: desk top or lap top computer, hand held radio, telephone, pager, copiers and miscellaneous test equipment pertaining to respective trades, such

as: continuity testers, micrometers, volt meters, amp meters, flow hood, pitot tube, windsor probe/schmidt hammer, Hi-pot and Megger meters, holiday testers, concrete slump and test cylinders apparatus, builder's level, and miscellaneous tools.

Work assignments normally between 0700 and 1530 weekdays. Overtime and second and/or third shift as required. Regular, daily, punctual attendance is required to maintain inspection schedules with contractors and to communicate with the client.

Section 3. Task Order Accounting and Client Management

Task Order Accountability: Plan and execute the inspection of assigned task orders to avoid exceeding authorized expenditure limits. Plan site visits and other task activity to accommodate the inherent risks identified in the work, the authorized levels of funding and client requests.

Task Estimating and Reporting: When queried, provide estimates of required inspection hours for initial task order estimates or for estimates to complete task orders in progress. Provide current status and report on significant events relevant to inspection task orders and to the associated construction contract.

Administrative tasks: Maintain individual time card in accordance with current company procedures. Advise supervisor when conditions indicate that authorized funding is not sufficient to permit the levels of inspection assigned by the risk assessment plan, or if no plan is developed, when funding is not sufficient to permit levels of inspection judged appropriate by the inspector.

Client Communication: Maintain communication with the NASA TPE, COTR, Construction Manager (CM) or other client authority as directed in the task order and NASA directives or Company procedures. Query the TPE or COTR at approximately the 30%, 60% and closeout phases of construction to ascertain that services provided are meeting the client's expectations.

Task Team Communication: Maintain communication with other construction inspectors and with other company personnel including the inspection supervisor, lead inspector, construction manager and designers as needed to render efficient and timely services. Provide information regarding contractor on-site personnel and subcontractors as required to maintain database information at the Construction Services Unit.

Task Order Closeout Activity: Submit final deliverables and coordinate task order closeout in accordance with current Company procedures.

Section 4. Inspection Methods and Deliverables

Construction Inspection Record (Log books): Maintain records of inspection activity by documenting recordable events in the format specified by current Company procedures. Prepare

inspection records integral with the conduct of inspection services, whenever possible, prior to leaving the job site on each visit. Submit inspection records at frequencies and in the format specified by current Company procedures.

Inspection As-Built Drawings: Maintain inspection as-built drawings up to date within 15 days of site activity. Submit completed as-built drawings with contract close out documentation.

Work/Punch Lists: Prepare and submit work lists and/or punch lists when appropriate. Prepare lists in accordance with Company procedures.

Inspection of Work in Place: Carry pertinent plans in hand when entering a job site for the purpose of inspecting and accepting work in place.

Other QA/QC Documentation: Develop other QA/QC documents or review documentation prepared by others, including, but not limited to, Radiographic, Visual and other NDE documentation, Hydrostatic and Pneumatic pressure test reports, Certificates of Compliance, Photographic records, inspection checklists, Point to Point wiring diagrams, construction contractor's as-built drawings, weld maps, non-compliance notices and continuity and resistance reports for electrical conductors.

Section 5. Other Duties

Risk Assessment Planning: Review Risk Based Inspection Plans for completeness, and for appropriateness of inspection levels assigned to identified risks.

Travel: Perform inspection activities at sites other than NASA LaRC as directed in specific task orders.

Warranty: Support the client's efforts to obtain warranty services commensurate with the availability of funding and as directed by supervisor.

Safety/Security Compliance Issues: Verify the construction contractor's compliance with the safety and security provisions of the contract in accordance with current Company procedures.

Specification Reviews: Review plans and specifications, subject to time and funding limitations, prior to the release of bid documents as requested by the client. Reviews documents for constructability issues and for best trade practices and documents the review in accordance with current Company procedures.

Assistance of Contract Administration: Communicate site conditions and current status to supervisor and client personnel. Make recommendations as requested. Communicate notices

and other contract actions to the construction contractor as directed by supervisor, COTR, TPE, CO, Contract Administrator (CA), CM, or other appropriate authority. Discuss scope definition of contract modifications, including Emergency Field Directed Changes, as requested by the above listed personnel, to define reasonable limits on materials, man hours, equipment requirements and work methods. Review construction contractors' certified payrolls and recommend approval/disapproval action to the client. Review construction contractors' invoices and attest to the reasonableness of the amount invoiced. Facilitate transfer of GFE/M and salvaged materials.

Maintenance Services Quality Assurance: duties as assigned by NASA to monitor performance and progress of projects performed under the maintenance part of the Research, Operations, Maintenance, and Engineering contract.

Coordination of NASA/Construction Contractor Activities: Facilitate construction contractor activities through communication and coordination with appropriate Facility Safety Heads and/or Facility Coordinators, and with effected LaRC activities in accordance with current client or Company procedures. Prepare and submit requests for utility outages, overtime, and other applications required by the client. Coordinate dig permits and safety briefings. Perform other coordination activities as required by current procedures.

Meetings/Facilitation: Attend meetings as directed by the client or by Company procedures, including, but not limited to: Preconstruction conferences, site visits, job site conferences and final inspections. Discuss field solutions to design or construction problems or interferences and the work plans to carry out approved solutions. Document activity on Construction Inspection Records.

Other Duties: Perform other duties as required by the current revision of NASA's Langley Inspection Manual or by Company procedures developed to support the scope of work identified in the manual.

Section 6. Red Tags

The duties of installing and removing red "DO NOT OPERATE" safety tags are included in the scope of the Construction Inspection function. Accordingly, the duties of Inspectors include providing this service. Each Inspector shall maintain familiarity with the NASA LaRC safety clearance procedures listed in LaRC Handbook LAPG 1710.10. NASA will provide training and certification for all Inspectors to install and remove red "DO NOT OPERATE" safety tags. It is required of each Inspector, whether as a primary discipline responsibility or in support of Inspectors of other disciplines, to "hang" red tags.

APPENDIX E

Construction Management Support

Upon request, inspectors will give support and input to Construction Manager on all construction related issues, i.e.: submittals, schedules, cost estimates, Request for Information (RFIs), Request for Change (RFCs), contract changes, design reviews, as built drawings, progress payments, contractor claims, and test plans.