COLLECTIVE BARGAINING AGREEMENT

Between

UNITED SPACE ALLIANCE, LLC

And

FEDERATION OF PRIVATE EMPLOYEES

A Division of the

NATIONAL FEDERATION

OF

PUBLIC AND PRIVATE EMPLOYEES

AFL-CIO

Affiliated with District No. 1

MEBA, AFL-CIO

EFFECTIVE DATE: September 25, 2010 – August 2, 2013

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PREAMBLE

This Agreement between the Company and the Union evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, and the Union as their representative.

ARTICLE I - GENERAL PROVISIONS

Section 1 - Recognition and Jurisdiction

United Space Alliance LLC recognizes the Federation of Private Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District No. 1, MEBA, AFL-CIO, as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment of hourly-paid employees occupying job classifications listed in Article VIII of this Agreement who are employees of the Company assigned to the John F. Kennedy Space Center in Brevard County, Florida.

It is agreed that all other employees of the Company, other than those included in this Section I - Recognition and Jurisdiction, are excluded from this Agreement.

The phrase “represented employees” as used in this Agreement shall mean the group of hourly-paid employees of the Company who are assigned to the John F. Kennedy Space Center, Brevard County, Florida, and who are represented by the Fed Pri pursuant to the letter of recognition dated 15 November 1983, and paragraph one above. The word “Company” as used in this Agreement shall mean or refer only to the United Space Alliance at the John F. Kennedy Space Center, Brevard County, Florida.

Section 2 - Period of Agreement

A. This Agreement shall remain in full force and effect from September 25, 2010, until Midnight, August 2, 2013, and thereafter from year to year until modified, amended, or terminated as hereinafter provided. Notice to modify or amend this Agreement will be given not less than 60 days and not more than 75 days, prior to 12:01 a.m., August 3, 2013, and during a like period of any subsequent year that this Agreement remains in effect. Either party may give to the other written notice of desire for modifications or amendments. The parties agree to commence negotiations within fifteen (15) days after the giving of such notice. If, after entering into negotiations, the parties fail to reach an agreement upon such modifications or amendments by midnight August 2, 2013or midnight, August 2nd of any subsequent yearly period for which this Agreement remains in full force and effect, either the Company or the Union may terminate the Agreement upon five (5) days written notice to the other.

B. In the event of instructions from the Federal Government to alter or change the working schedule now in effect, the parties shall by mutual agreement, upon fifteen (15) days written notice, reopen negotiations for the purpose of considering objectives desired by the Government.

C. Any notice given under this Section shall be mailed, postage prepaid, certified mail, return receipt requested, to the Company’s Labor Office, United Space

Alliance, Cape Canaveral, Florida, for service upon the Company and when similarly mailed to the President or designee, Federation of Private Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District No. 1, MEBA, AFL-CIO, for service upon the Union. The date of receipt shown on the certified mail return receipt shall be the controlling date for all purposes under this Agreement.

D. For the purpose of computing the number of days which elapse after any notice is given under this Section, the day such notice is received shall not be counted.

Section 3 - Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

Section 4 - Right to Manage Plant

The Company has and will retain the right and power to manage the Space Flight Operations activities at Kennedy Space Center and direct the working forces, including the right to hire, to discipline, suspend, or discharge for just cause, to promote, demote, and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance.

Section 5 - Non-Bargaining Unit Employees Performing Bargaining Unit Work

Non-bargaining unit employees will not perform the work of represented employees covered by this Agreement, except for purposes of instruction, training, emergency conditions, or to prevent damage to equipment or property.

Section 6 - Strikes and Lockouts

For the duration of this Agreement, the Union agrees that it will not cause or engage in any strike, slowdown, or stoppage of work, including any sympathy strike and the Company agrees that it will not cause or engage in any lockout.

Section 7 - Union Responsibility

The Union agrees with the objectives of achieving the highest level of employee performance and efficiency consistent with safety, good health, and sustained effort, and will not take, authorize, or condone any action which interferes with the attainment of such objective. In the event of a breach by the Union of the provisions of Article I, Section 6, of this Agreement, the Company may abrogate this entire Agreement.

Section 8 - Deductions from Earnings for Union Dues

A. The Company will deduct from the employees' wages and turn over to the Union, the Union Membership Dues of each employee who individually and voluntarily authorized the Company in writing of such deductions. The term "Union Membership Dues," as used herein, shall include Union initiation fees,

assessments, or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions:

(1) Such deductions shall be made only in accordance with instructions upon authorization cards, which shall be in a form mutually agreed to between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Labor Relations Department of the Company.

(2) Deductions from that portion of the Union Membership Dues consisting of Union initiation fees, assessments, or reinstatement fees, as provided above, shall be made from the employee's paycheck monthly in the amount as specified by the employee on the authorization card.

(3) Deductions for other Union Membership Dues shall be made from the employee's paycheck monthly for twelve (12) months of the calendar year. Such deductions shall be in the amount certified to the Company by the Union. Any change in the amount of deductions for such Union Membership Dues shall be made effective for the next full month after written notice of such change by the Union to the Company. In the event a deduction for such dues is not made from one or more consecutive monthly paychecks due to insufficient earnings by the employee, then on the next paycheck that the employee has sufficient earnings, a retroactive deduction shall be made.

(4) To be effective, dues deduction authorizations must be received by the Labor Relations Department of the Company by 4:45 p.m. on or before the last day of the month.

(5) The Company's obligation to make such deductions shall terminate pursuant to the provisions of Paragraph A (1) of this Section 8 upon receipt by the Company of written notice from the Union that an employee has effectively revoked the dues deduction authorization, or, in the event the employee shall cease to be an employee as defined in Article I, Section 1, of this Agreement.

(6) Revocations shall be made effective on employees' paychecks during the month following receipt of notice as herein set forth. Notices must be received in the Labor Relations Department of the Company by 4:00 p.m. on or before the last day of the month in order to be implemented in the following month.

(7) Deductions for Union Membership dues (with a maximum pickup of one month) shall be resumed by the Payroll Accounting Department in the following situations unless written revocation notice from the employee has been received by the Company in accordance with subparagraph (5) of this Section:

   (a) Upon recall from layoff.

   (b) Upon return from prolonged leave of absence.

(8) The Company will mail a check to the Union for the deductions referred to in this Section at the_following address within ten (10) days following the pay day in which such deductions are reflected in the paychecks: Secretary Treasurer, Federation of Private Employees, 1700 NW 66th Avenue, Suite 100C, Plantation, Florida 33313. The Company shall provide the Union with a monthly record of dues deductions, with such record to be on the basis of the Company's accounting months.

B. Where monies have been deducted from the pay of any employee who does not owe such monies, it shall be the responsibility of such employee to obtain a refund from the local Union. The Union agrees that it shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to, compliance by the Company with the terms of this section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

Section 9 - Separability

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 10 - Security Regulations

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government.

Therefore, in the event that NASA, the U.S. Air Force, U.S. Navy, or other Government Agency duly concerned with United Space Alliance security regulations, advises the Company in writing that any employees in the Union Bargaining unit is restricted from work on or access to classified information and material, the Union will not contest such action as the Company may take pursuant to such advice to comply with its security obligations to the Government. If an employee has not been granted an unescorted access authorization for all work areas where such is required and/or Secret clearance within 180 calendar days from the date of his employment, the Company may terminate his employment. However, if in the judgment of the Company, placement may be made in another area, the employee may be so assigned where access to classified information and material is not required.

Section 11 - Nondiscrimination in Employment

The Company and the Union agree that there will be no discrimination in employment because of race, religion, color, sex, age or national origin. Employees who believe they have been discriminated against based on one of these factors should immediately report such belief in accordance with the Company's Discriminatory Harassment Policy. Claims which are not

satisfactorily resolved through internal processes may be referred to appropriate State and/or Federal Agencies but shall not be subject to the grievance procedures.

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

Where a masculine pronoun is used within this Agreement, it is understood to refer to employees of either gender.

Section 12 - Educational Reimbursement

Employees who have satisfactorily completed six (6) months of service are eligible for educational reimbursement as follows:

- Reimbursable costs include books and most fees.
- A $2,000 recognition award upon degree completion.
- Availability of financial hardship advances.

It is understood that the educational reimbursement policy may be subject to modification by the Company. Such modifications, whether more or less favorable, will apply to the bargaining unit without further negotiation.

Section 13 - Sanitary, Safety, and Health Conditions

The Company agrees to maintain sanitary, safe, and healthful conditions in accordance with applicable laws and instructions and work practices established by NASA. The Company agrees to maintain procedures for prompt resolution of safety and industrial hygiene problems in keeping with the degree of the hazard involved. No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe consistent with the meaning and intent of the above referenced procedures. The Company will furnish proper and modern safety and sanitary devices for all employees working on hazardous work.

Any employee required by the Company to wear foot protection to perform the duties of their regular job shall be eligible for reimbursement of up to one hundred thirty-five (135) dollars for one pair of Company-approved safety shoes every calendar year. Reimbursement at the same rate may be authorized within the specified twelve (12) month period for replacement shoes as necessary upon verification by management that replacement is justified due to excessive wear, damage, or deterioration. The above reimbursement rate may be increased consistent with periodic amendments to the Company's policy without further negotiation.

The Union may select three (3) on the Company's General Safety Committee.

From time to time as required by the Government (NASA) or the Company, employees may be required to undergo medical examinations. The cost of such examination by Company physician(s) shall be borne by the Company; however, the costs of examinations arising out of additional medical opinions shall be the responsibility of the employee(s).

The Company will ensure transportation arrangements are made to secure treatment if an ill or injured employee is capable of self help but does not require emergency medical transport.

Section 14 - Employment of the Handicapped

The Company and the Union agree that, consistent with the Rehabilitation Act of 1973 and regulations thereunder and applicable state laws pertaining to handicapped employees, there will be reasonable accommodation to employees and applicants with physical or mental limitations, and the parties agree to cooperate to that end. The Company and the Union also agree to cooperate to take all actions necessary to comply with the Americans With Disabilities Act.

Section 15 - Sole Agreement

This Agreement, when accepted by the parties hereto and signed by their duly authorized agents, shall constitute the sole agreement between them. The only interpretations of this Agreement which should be recognized by the parties are those which have been committed to writing and signed by the President of the Union and the Company's Labor Relations Manager.

Section 16 - Technological or Changes in Scope

The Company will notify the Union, as soon as practical, of any technological improvements or significant work process changes in the Company's Space Flight Operations Contract scope that may be deemed by the Company to affect the bargaining unit covered by this Agreement. The parties' senior representatives may agree during the life of the Agreement to establish a joint Company/Union committee (4 members, 2 Company, 2 Union) in both Ground Systems Support and Integrated Logistics to facilitate the process of early identification of and communication regarding such changes.

In the event of a disagreement on the Union's jurisdiction, the appropriate representatives of the parties shall meet, using the mutual gains procedure, to discuss their concerns. Should the parties fail to reach a mutually satisfactory agreement, the Union shall have the right to submit any dispute arising under this Article to the grievance and arbitration procedure.

ARTICLE II - UNION-COMPANY RELATIONS

Section 1 - Union Representatives

A. Designation of Stewards

As designated by the Union, in writing to the Company Labor Relations Department, there shall be recognized by the Company no more than six (6) Stewards of which one (1) shall be the Chief Steward. The Company and the Union may mutually agree to increase or decrease the number of Stewards provided for in this Section as circumstances may warrant.

Each Steward shall be an employee of the Company regularly assigned to work on the same as the employees he represents, and his area of jurisdiction, when appropriate, shall be determined by mutual agreement of the Company and the Union.

B. Scope of Steward's Union Activities

The Steward's Union activities on Company time shall fall within the scope of the following functions:

(1) To consult with an employee regarding the presentation of a complaint or grievance which the employee desires the Steward to present.

(2) To investigate a complaint or grievance of record before presentation to the appropriate supervisor.

(3) To present a complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee.

(4) To meet by appointment with an appropriate Manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties.

Section 2 - Union Officials

A. Scope of Union Representatives' Activities

Subject to existing security regulations, the President or other authorized representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints, or matters arising out of the application of this Agreement and for the purposes of attending meetings in accordance with the Grievance Procedure. The President shall obtain from the Company authorization for each visit, and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

B. Introduction of Employees

New or transferred employees who are employed in occupations covered by this Agreement shall be introduced to the Union Steward in the activity to which such employees will be permanently assigned as soon as practical, but no later than two

(2) weeks following such assignment. The sole function of the Steward under this Section is to explain his responsibilities under this Agreement.

C. Permission to Leave Work for Union Activities

The Steward, before leaving the workstation to perform any of the functions herein set forth, shall request permission from the immediate supervisor and state the Union business to be conducted on Company time. Such permission shall be immediately granted unless it should substantially interfere with operations. If necessary, a Steward shall remain on regular work until a reasonable time is afforded to provide a substitute in his place. When entering the area of another supervisor's responsibility, the Steward will contact the supervisor before attempting to contact any employee. The Steward shall report to the supervisor upon completing each mission.

D. Employment Not Jeopardized

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

Section 3 - Cooperation

The Union and its members agree to report to the Company any acts of sabotage, subversive activities, theft, damage to or taking of any employee's, Company's and/or Government's property, and the Union further agrees if any such acts occur to use its best efforts in assisting the Company and/or the Government to determine and apprehend the guilty party or parties.

Section 4 - Bulletin Boards and Posted Notices

A. Space shall be provided at locations agreed upon for Union bulletin boards for the posting of the following types of notices:

(1) Notices of Union recreational, social and welfare activities;

(2) Notices of Union elections;

(3) Notices of Union appointments and results of Union elections;

(4) Notices of Union meetings; and

(5) Such other notices as may be mutually agreed upon by the Union and the Company.

B. The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as herein provided. The Company may remove such bulletin boards in the event of repeated violation of this section or for reasons such as alterations in facilities, etc., and will inform the Union whenever the Company removes such bulletin boards.

C. The number of bulletin boards shall be determined by mutual agreement of the President and the Labor Relations Department Manager.

D. On their own time, union stewards may use the Company's e-mail system to send bargaining unit employees only notices referenced in A (2), (3), (4), and (5) above.

Section 5 - Reports

The Union may request the following reports, which are to be furnished as soon as possible; such request shall be made only by the President to the Labor Relations Manager of the Company.

Upon the request of the Union, the Company shall furnish the Union with a list of employees represented by the Fed Pri, showing rates, classifications, shifts, and bargaining unit seniority date. Such list will be arranged in job classification order.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Method of Handling Employee Grievances

The term "grievance" shall mean a written claim by an employee that the Company has violated a specific provision of this Agreement. Such written claim should state the specific provision of this Agreement claimed to have been so violated.

Failure of the Union to proceed within any time limit set forth in this procedure, hereinafter stated, shall constitute a waiver of the grievance.

If a retroactive adjustment is involved in an employee's grievance based upon a change in job classification, such retroactivity shall not exceed nine (9) working days prior to the date the employee's written grievance was presented to the department head, unless extended by mutual agreement of the Company and the Union.

The Company shall not confer with an employee with respect to a written grievance filed unless the employee's Steward has been notified and given an opportunity to be present. Failure of the Company to act within the time limit set forth in any Step shall entitle the Union to proceed to the next Step. In a particular case, any time limit specified hereinafter may be extended by mutual agreement in writing between the Company and the Union. Such Agreement will not be unreasonably withheld.

A. The procedure on employee grievances, except on grievances arising out of discharge, layoff, and recall from layoff as hereinafter provided, shall be as follows:

Step 1

A complaint that an employee's rights under a specific provision or provisions of this Agreement have been violated shall first be presented orally to the attention of the aggrieved employee's immediate supervisor by the employee, with or without the presence of the employee's Steward. The supervisor, Steward and/or employee shall attempt mutually satisfactory resolution of the complaint through discussion of all facts, issues, and provisions of the Agreement. The supervisor shall provide an oral decision on the matter to the Steward and/or complainant no later than the third (3rd) working day following receipt of the complaint. The supervisor will provide a written confirmation of his decision if requested. Settlement made at Step 1 shall not be precedential in nature.

Step 2

If an issue is not resolved through the Step 1 discussion among the employee, Steward and supervisor, and the Steward wishes to present a grievance, the Steward shall promptly, and in no event later than twenty (20) working days after the occurrence upon which the grievance is founded, present such grievance in writing on a form to be mutually agreed upon by the Union and the Company, which shall be dated and signed by the employee, and shall set forth a complete statement of the grievance, the facts on which it is based, the time of their

occurrence and the remedy or correction desired. The Steward shall present the grievance to the appropriate Manager after the grievance is signed and dated by the employee, and the Manager and Steward shall attempt to effect a settlement. Unless the written grievance signed by the employee has been delivered to the Manager within twenty (20) working days after the occurrence upon which the grievance is founded, the grievance shall be deemed to be waived. The Manager shall give a written answer no later than the tenth (10th) working day after receipt of the written grievance.

If a settlement has not been reached in Step 2 and the Union wishes to proceed further with the grievance, the Union, within ten (10) working days after receipt of the Manager's answer, shall proceed in accordance with Step 3.

Step 3

The President (or designee) shall present to the designated Labor Relations Representative a copy of the written grievance. Following receipt of such grievance, the Labor Relations Representative shall meet with the President, and they shall attempt to effect a settlement. Labor Relations shall give a written answer no later than the tenth (10th) working day after receipt of the written grievance at Step 3.

If a settlement has not been reached in Step 3 and the Union wishes to proceed further with the grievance, the Union shall proceed in accordance with Section 2.

B. The procedure on grievances arising out of discharge, layoff, or recall from layoff, shall be as follows:

The employee shall deliver the signed grievance to the Union, who may deliver such written grievance to the Labor Relations Office and proceed as set forth in Step 3 of this Section. Unless the written grievance signed by the employee has been delivered to the Labor Relations Office within ten (10) working days after the discharge, layoff, or recall complained of, the grievance shall be deemed to be waived.

Section 2 - Arbitration

A. Any grievance which has not been settled pursuant to the provisions of this Article and which involves the interpretation or application of a specific clause or clauses of this Agreement or which alleges that a discharge or suspension was not for just cause may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other written notice to that effect within ten (10) work days after the Labor Relations Department has given its decision, such grievance shall be deemed to be waived.

B. Upon receipt of such notice, the parties within five (5) days shall meet to select an arbitrator and shall prepare a Submission Agreement. The parties also shall make a good faith effort to state in such Submission Agreement the issue and the specific clause or clauses of this Agreement, the interpretation or application of which are involved in the arbitration. If the Company and the Union fail to agree upon the issue as part of the Submission Agreement, each party may submit, and the arbitrator shall determine the issue involved in the arbitration. If the Company and the Union fail to agree upon an arbitrator, they may request the Federal

Mediation and Conciliation Service to submit a list of five (5) persons from which the arbitrator shall be chosen. The Union and the Company shall alternatively strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

C. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement, but shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee.

D. The expenses of the arbitrator shall be divided equally by the parties hereto. Each party shall bear the expenses in respect to its own witnesses.

ARTICLE IV - SENIORITY

Section 1 - Continuous Service Credit

A. Each employee shall have continuous service credit with the Company dating from the first date of unbroken service, including recognized service with predecessor contractors.

B. United Space Alliance service date is the date first employed by United Space Alliance.

C. The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken, such employee shall be, for all purposes, considered a new employee if and when rehired.

(1) Resignation or other voluntary termination of employment.

(2) Discharge for just cause.

(3) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message, by messenger, to the supervisor, unless satisfactory evidence of inability to report is shown.

(4) Failure to report to work after layoff within ten (10) working days after the Company gives the employee written notice to return to such work, and failure to notify the Company of his intent to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by certified mail, return receipt requested, to the last address furnished to the Employment Department of the Company. An exception shall be made in the case of an employee offered recall for a vacancy identified as being for a specified period of less than one hundred twenty (120) days. An employee may waive such a recall offer without loss of recall, and the parties will ensure on a case-by-case basis that a senior employee shall not be disadvantaged by unanticipated circumstances when such a vacancy is filled by a junior employee following a recall waiver.

(5) Layoff without recall to work within sixty (60) months from the date of such layoff.

(6) Retirement

(7) Transfer out of the bargaining unit into a position not covered by this Agreement.

Section 2 - Acquisition of Seniority

New employees shall be considered on probation and not entitled to seniority until they shall have acquired one hundred eighty (180) calendar days of continuous service credit or one hundred thirty (130) actual days worked, whichever is greater. Upon completion of said period of employment, the employee shall be considered a regular employee, and his seniority shall date from the start of the probationary period. For the purposes of evaluating a probationary employee a

probationary employee review form (form # USA 50-139 or subsequent revisions) will be used. If during the probationary period the employee has an unsatisfactory performance the union steward will be involved in the review process with the manager. There shall be no requirement that the Company reinstate or rehire probationary employees if they are discharged during their Probationary period, and no grievance shall be filed concerning any such discharge. It is understood however, that probationary employees are represented by the Union and that with the exception of discharge, all other disciplinary actions and violations of this Agreement are subject to the Grievance Procedure.

Section 3 - Accumulation of Seniority

Seniority will accumulate continuously without break providing the employee remains on the active payroll of the Company during the following:

A. Time lost by reason of industrial accident, industrial illness, or jury duty.

B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.

C. Time spent on authorized leave of absence for Union business.

D Time spent on leave of absence granted by the Company for the purpose of permitting an employee to engage in activities requested by the Company.

E. Time spent, not to exceed twelve (12) months, on authorized leave of absence granted to cover periods of non-industrial accident or illness or pregnancy.

F. The first thirty (30) days of any other authorized leave of absence.

G. Time spent on lay-off for a period not to exceed sixty (60) months (or for employees with less than one [1] year seniority, time spent on lay-off for a period not to exceed one [1] year).

Section 4 - Employees Entering Armed Forces

Employees who terminate for the purpose of entering the Armed Forces of the United States shall be re-employed in accordance with applicable Federal laws.

The Company shall not be liable for a violation of this agreement if such violation results from good faith compliance with the aforesaid statutes or any applicable administrative ruling or judicial decision.

An employee absent from work because he was ordered to report for physical examination in connection with being ordered to military training and service shall be granted pay for lost time not to exceed the employee’s working rate for eight (8) hours, provided:

A. The day of absence from work is necessary to enable the employee to report as ordered,

B. The absence falls within the employee’s regular work shift,

C. The absence is to be temporary, following which the employee will return to work, and

D. The absence does not involve an overtime day.

ARTICLE V

Section 1 - Layoff

A. An employee who has acquired seniority rights in accordance with Article IV, Section 2 - Acquisition of Seniority shall not be laid off under the provisions of this Section unless all employees in the affected classification in which the surplus exists who have not acquired seniority rights, have been laid off. When two or more employees have the same seniority date, the employee having the lowest last four digits of the Social Security number shall be considered to have the least seniority.

B. Employees shall be laid off, where ability, skill, and efficiency are substantially equal, in order of seniority applied by classification. Deviations from layoff in reverse seniority order on the basis of "efficiency" must be supported by previously documented performance deficiencies.

C. An employee scheduled for layoff shall (if the employee so elects) be placed in any lower-rated or lateral classifications previously held, if qualified (job ready) to perform the work of the least senior of any less-senior employees in such classification. The Company shall, insofar as is practicable, place the employee in the highest of any such classification previously held even though the classification may have since been re-titled. The word "qualified" as used in this paragraph means that an employee must be able without a training or learning period to perform:

   The major duties set forth in the job description for such classification; and

   The work of the least senior of any less senior employees in such classification.

D. In the event that a Lead becomes surplus, the downgrade shall be made within the group designated by the Company where the surplus exists. Where ability, skill, and efficiency are substantially equal, the least senior employee leading the same classifications in the surplus group shall be downgraded

Section 2 - Recall

Employees shall be recalled from the recall list into the classification in which the opening exists in order of seniority, where ability, skill and efficiency are substantially equal. The recall list shall include:

A. Those employees laid off from the classification in which the opening exists, except that a lead who becomes surplus and does not request/accept a downgrade shall have recall rights only to the classification the employee lead (the subordinate classification); and,

B. Employees who in lieu of layoff within the preceding sixty (60) months accepted placement in a lateral classification or downgrade from the classification in which the opening exists or who, at the time of downgrade in lieu of layoff, had displacement rights into such lateral or lower classification previously held and in which the opening exists and were not placed in such classification because of insufficient seniority; and,

C. Those employees who, in lieu of layoff, accepted downgrade from the classification in which the opening exists, and who were subsequently laid off, provided that the downgrade in lieu of layoff occurred less than sixty (60) months prior to the filling of the available opening, except that a lead who becomes surplus and does not request/accept a downgrade shall have recall rights only to the classification the employee lead (the subordinate classification); and,

D. Those employees on layoff who, at the time of their layoff, had displacement rights into such lateral or lower classification previously held and in which the opening exists, but, because of insufficient seniority, were not placed into such classification.

The recall list shall not include those employees granted a request for voluntary layoff after June 24, 1995.

Section 3 - Seniority Privileges for Union Representatives

Stewards, and the Chief Steward, shall be deemed to have top seniority in the application of the layoff provisions.

Section 4 - Promotional Policy

Primary consideration shall be given to the promotion of qualified employees of the Bargaining Unit before filling higher rated job vacancies from outside hire. Where ability, skill, and efficiency for the vacancy to be filled is substantially equal among employees being considered for promotion, preference shall be given to the most senior employee.

With respect to filling of Lead vacancies, in instances where two or more employees within the involved job family are being considered for a given promotion, an employee with significantly greater service within the job family may be given preferential consideration, on a case-by-case basis, over employees with greater Bargaining Unit seniority.

Section 5 - Temporary Promotion

An employee assigned by supervision to perform work of a classification in a higher pay grade to replace another employee absent on vacation or for a temporary period (minimum of one day), shall be paid a differential of $1.50 per hour above their current base rate for the duration of such assignment. In no event shall the resulting temporary rate exceed the established pay rate maximum. Such assignment shall not exceed sixty (60) consecutive days without mutual agreement between the parties. The temporary promotion differential shall be paid on a current basis from approved time card entries. Such temporary assignment shall not be considered an upgrading within the meaning of this Agreement, and upon reassignment of such employee to the work previously performed in the lower paid classification at the end of the temporary period, the employee shall not be considered a downgraded employee within the meaning of this Agreement.

An employee assigned to replace a Lead (minimum of one day or more) who is absent on vacation or for a temporary period will be paid the temporary promotion differential as specified above. The temporary status of the assignment will be

recorded in the employee's record, and, upon return of the absent Lead, the replacing employee will be returned to his original status.

Section 6 - Transfers

All transfers within the same job classification will be made on the basis of operational requirements of the Company. On shift and non-regular workweek assignments, transfer preference will be given within the Department by classification on the basis of seniority to employees in the affected classification who are competent to fill the openings. Where an opening exists, a bargaining unit employee shall be considered for placement in a lateral reassignment for which the employee is qualified prior to promoting or hiring from outside the bargaining unit when agreed to by the receiving and releasing manager. Such approval shall not be unreasonably withheld.

Section 7 - Priority in Filling Available Openings

In filling available openings, preference shall be given to the most senior qualified employee as follows:

1. Employees who are declared excess from a higher rated or lateral classification and in lieu of layoff are scheduled for placement (reclassification) in the job with the opening, within their Division. When circumstances permit, such placement may be made in another Division as a secondary option.
2. Primary consideration shall be given to Bargaining Unit employees applying for promotion provided such employees possess greater seniority than the most senior employee on the Recall list of the classification in which the opening exists.
3. Employees on the Recall List (as defined in Section 2 - Recall) of the classification in which the opening exists.
4. Consideration of requests for lateral reclassification.
5. Candidates outside of the Bargaining Unit.

Interview processes for filling of job vacancies shall include participation of the appropriate Steward or Steward's designee familiar with the requirements of the vacancy.

Section 8 - Stewards Status on Transfer

Union Stewards whose status as such the Company has had seven (7) calendar days written notice, shall not be required by the Company to transfer or be loaned from the agreed upon area of jurisdiction or from the shift to which assigned as Steward, provided there is work remaining in the Steward's job classification on the shift.

ARTICLE VI - EMPLOYEE PRIVILEGES

Section 1.1 - Time Away Days

NOTE: The provisions of this Section 1.1 shall be effective through December 31, 2010 only. The provisions of Section 1.2 shall become effective January 1, 2011.

The Company provides time away benefits to contribute to the well being of its employees. The Company encourages employees to take their time away days to promote appropriate rest and recreation.

A. Definitions

(1) The term "Christmas Holiday Period" means a six (6) day period (which includes Christmas Day and in 2010 includes the observance of New Year's Day, January 1, 2011) that the Company designates as official Company holidays.

(2) "Holidays" means days observed by the Company as official Company holidays, which include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and a six day Christmas Holiday Period. Holidays that fall on a weekend will be celebrated on either the preceding Friday or following Monday, as specified by the Company.

(3) "Holiday Accrual Hours" means those Time Away Hours for Company recognized holidays that are accrued under the Time Away Holiday Hours Accrual Table, shown in B (7) of this Section. These hours are included in and subject to the Time Away Maximum Hours Bank.

(4) "Maximum Hours Bank" means the maximum amount of Time Away Hours that an employee may accrue. An employee will forfeit any Time Away Hours, which are accrued beyond his or her Maximum Hours Bank. Note: The balance as of the week ending just prior to the accrual available to employee date is used when calculating an employee's Maximum Balance.

(5) "Time Away Bank" means at any point in time, the bank of hours that an employee has accrued according to the Monthly Time Away Hours Accrual Table, less hours taken, as Time Away Hours. This bank of hours is a combination of all vacation and holiday accrual hours.

(6) "Time Away Hours" means the combination of Holiday Accrual Hours and Vacation Accrual Hours that are accrued and taken on the Company's time keeping system and are added to and subtracted from an employee's Time Away Bank. Time Away Hours will accrue while an employee is actively employed or on a paid leave of absence. An employee will not accrue Time Away Hours while on an unpaid leave of absence. Time Away Hours accrual shall be suspended when an employee begins a leave of absence of any type. When such employee returns from leave of absence, accruals for vacation which otherwise would have been credited shall be added to the employee's Time Away Hours Bank. Time Away

Hours for holidays that will occur while an employee is on a leave of any type shall not be added to an employee's Time Away Bank upon return from leave. The minimal increment for taking Time Away Hours is one-tenth (0.1) of an hour for all employees. Pay for Time Away hours when taken is at the employee's regular hourly rate, including shift and odd workweek differentials, if applicable.

(7) "Vacation Accrual Hours" means those Time Away Hours that are accrued under the Time Away Vacation Hours Accrual Tables, show in Section B (6). These hours are included in and subject to the Time Away Maximum Hours Bank.

(8) "Vacation Service Date" means that date from which an employee's Years of Service is measured for purposes of determining the Time Away Hours Accrual Schedule. Such date could be the original hire date of an employee who transitioned from an affiliated company into USA, or an official employment date for employees hired directly by USA, or the recognized service date of an employee who transferred from a parent company into USA.

(9) Years of Service" means the total elapsed time, measured in years, between an employee's Vacation Service Date and the date service is being determined.

B. The Time Away Days Accrual Schedule will be administered as follows:

(1) Employees earn time away days by accruing hours each month based on the tables shown in B. (6) and (7) of this Section. Total Time Away Hours will not accrue beyond the Maximum Hours Bank amount shown under the respective Years of Service category

(2) Employees who are hired or return from a leave of absence on the 14th day of the month or later, or terminate employment with the Company between the 1st and the 13th day of the month, will <u>not</u> accrue Time Away Hours for that month. Employees who are hired or return from a leave of absence between the 1st and the 13th day of the month, or terminate on the 14th day of the month or later, will accrue Time Away Hours for that month.

(3) Employees who complete 5, 10, 15 or 20 Years Of Service during any month will begin accruing the next higher Time Away Hours amount in the following month accrual.

(4) Employees who terminate employment after they have accrued Time Away Hours for a particular Holiday but before that Holiday has occurred will forfeit those Time away Hours. New hires hired after the accrual of Time Away Hours for a particular Holiday but who are employed on such Holiday will receive Time Away Hours for the Holiday.

(5) An employee may have a negative balance of up to 5 days (i.e., -40 hours) in his Time Away Bank at any time. Should an employee terminate employment with a negative balance, the employee must pay the Company for such balance at the hourly rate in effect at the time of termination.

(6) TIME AWAY VACATION HOURS ACCRUAL TABLE

	YEARS OF SERVICE				
MONTH	LESS THAN 5	5 BUT LESS THAN 10	10 BUT LESS THAN 15	15 BUT LESS THAN 20	20 AND OVER
January	6.6	8.0	10.0	12.0	13.3
February	6.7	8.0	10.0	12.0	13.4
March	6.7	8.0	10.0	12.0	13.3
April	6.6	8.0	10.0	12.0	13.3
May	6.7	8.0	10.0	12.0	13.4
June	6.7	8.0	10.0	12.0	13.3
July	6.6	8.0	10.0	12.0	13.3
August	6.7	8.0	10.0	12.0	13.4
September	6.7	8.0	10.0	12.0	13.3
October	6.6	8.0	10.0	12.0	13.3
November	6.7	8.0	10.0	12.0	13.4
December	6.7	8.0	10.0	12.0	13.3
TOTAL HOURS	80.0	96.0	120.0	144.0	160.0
TOTAL DAYS	10.0	12.0	15.0	18.0	20.0
MAX HOURS BANK (including holiday hours)	352.0	384.0	432.0	480.0	512.0
MAX DAYS BANK (including holiday hours)	44.0	48.0	54.0	60.0	64.0

(7) TIME AWAY HOLIDAY HOURS ACCRUAL SCHEDULE FOR COMPANY RECOGNIZED HOLIDAYS

	YEARS OF SERVICE				
HOLIDAY(S)	LESS THAN 5	5 BUT LESS THAN 10	10 BUT LESS THAN 15	15 BUT LESS THAN 20	20 AND OVER
New Years Day	8.0	8.0	8.0	8.0	8.0
Memorial Day	8.0	8.0	8.0	8.0	8.0
Independence Day	8.0	8.0	8.0	8.0	8.0
Labor Day	8.0	8.0	8.0	8.0	8.0
Thanksgiving	16.0	16.0	16.0	16.0	16.0
Christmas (year-end) includes one day in observance of New Year's Day, January 1,2011	48.0	48.0	48.0	48.0	48.0
TOTAL HOLIDAY HOURS (INCLUDED IN MAX HOURS BANK)	96.0	96.0	96.0	96.0	96.0
TOTAL HOLIDAY DAYS (included in Max Days Bank)	12.0	12.0	12.0	12.0	12.0

C. Company-Sponsored Holidays

(1) Each year the Company observes certain days as official company Holidays. Except as provided in C (3) of this Section, employees must record these days as Time Away Hours or “No Pay” hours. If recorded as Time Away Hours, they will be subtracted from the employee’s Time Away Bank.

(2) If an employee chooses for religious or other reasons to observe a holiday other than a company-designated Holiday, Time Away Hours may be used for this purpose with management approval. Otherwise, the time off will be recorded as a leave without pay.

(3) Employees who work on Company-designated Holidays with management approval have the option of recording up to 8 hours of Time Away Hours in addition to their time worked hours. Time worked on a holiday shall be paid for at two times the regular rate of the employee.

(4) Time Away Holiday Hours for Company recognized holidays will accrue under the Time Away Hours Holiday Accrual Table shown in Section B (7). The Time Away Hours for Company recognized holidays will

continue to be reflected in the employee's Time Away Hours balance and the Time Away Hours Maximum Bank.

D. Pay in lieu of unused time away days will be as follows:

(1) Except as provided in D. (2) of this Section, employees may not code more than 8 Time Away Hours for any one-day.

(2) Employees may choose to sell back up to 5 days (i.e., 40 Time Away Hours) of Time Away days during the week immediately preceding the Thanksgiving Holidays. This is done by coding, in addition to time otherwise entered, up to eight (8) hours of sell back Time Away Hours per day, during this week. Employees, however, will not be allowed to record sell back time if it will bring their Time Away Bank into a negative balance.

(3) Upon the occurrence of the following, unused Time Away Hours will be paid based upon the employee's rate of pay at time of termination:

Termination of employment	Paid on termination
Layoff after at least 1 month of service	Paid on layoff
Death	Paid to beneficiary or estate
Retirement under the provisions of USA's retirement plans	Paid on termination

Section 1.2 – Vacation and Holidays

Note: The provisions of this Section 1.2 shall become effective January 1, 2011. Any banked Time Away/Vacation that exceeds the maximum allowed as a result of transitioning from the schedule outlined in Section 1.1 to the schedule outlined in this Section 1.2 of this Article, plus the equivalent of three months' of vacation accrual, will be paid to the employee out of the employee's time away/vacation bank via the paycheck for the week ending January 14, 2011.

The Company provides vacation and holiday benefits to contribute to the well being of its employees. The Company encourages employees to take their vacation days to promote appropriate rest and recreation.

A. Definitions:

(1) "Holidays" means days observed by the Company as official Company holidays which include: New Years Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Holidays that fall on a weekend will be celebrated on either the preceding Friday or following Monday, as specified by the Company and as reflected in Section 5 of this Article, below.

(2) "Maximum Vacation Hours Bank" means the maximum amount of all Vacation Hours that an employee may accrue. An employee will forfeit any Vacation Hours which are accrued beyond his or her Maximum Vacation Hours Bank. Note: The balance as of the week ending just prior to the accrual available to employee date is used when calculating an employee's maximum balance.

(3) "Vacation Bank" means at any point in time, the bank of hours that an employee has accrued according to the Vacation Hours Accrual Table, less hours taken, as Vacation Hours.

(4) "Vacation Hours" means the Vacation Accrual Hours that are accrued and taken on the Company's time keeping system and are added to and subtracted from an employee's Vacation Bank. Vacation Hours will accrue while an employee is actively employed or on a paid leave of absence. An employee will not accrue Vacation Hours while on an unpaid leave of absence. Vacation Hours accrual shall be suspended when an employee begins a leave of absence of any type. When such employee returns from leave of absence, accruals for vacation which otherwise would have been credited shall be added to the employee's Vacation Hours Bank. The minimum increment for taking Vacation Hours is one one-tenth (0.1) of an hour for all employees. Pay for Vacation Hours when taken is at the employee's regular hourly rate, including shift and odd work week differentials, if applicable.

(5) "Vacation Accrual Hours" means those Vacation Hours that are accrued under the Vacation Hours Accrual Table, shown in Section B (4). These hours are included in and subject to the Maximum Vacation Hours Bank.

(6) "Vacation Service Date" means that date from which an employee's Years of Service is measured for purposes of determining the Vacation Accrual Hours. Such date could be the original hire date of an employee who transitioned from an affiliated company into the Company, or an official employment date for employees hired directly by the Company, or the recognized service date of an employee who transferred from a member company into the Company. A rehire's Vacation Service Date is the employee's most recent rehire date. An employee's Vacation Service Date will be adjusted to account for any time spent on layoff.

(7) "Years of Service" means the total elapsed time, measured in years, between an employees's Vacation Service Date and the date service is being determined.

B. The Vacation Days Accrual Schedule will be administered as follows:

(1) Employees earn vacation days by accruing hours each month based on the tables shown in B. (4) of this Section. Vacation Hours will not accrue beyond the Maximum Hours Bank amount shown under the respective Years of Service category.

(2) Employees who are hired or return from a leave of absence on the 14th day of the month or later, or terminate employment with the Company between the 1st and the 13th day of the month, will <u>not</u> accrue Vacation Hours for that month. Employees who are hired or return from a leave of

absence between the 1st and the 13th day of the month, or terminate on the 14th day of the month or later, will accrue Vacation Hours for that month.

(3) Employees who complete 5, 15 or 20 Years of Service after the 13th day of any month will begin accruing the next higher Vacation Hours amount in the following month accrual.

(4) VACATION HOURS ACCRUAL TABLE

	YEARS OF SERVICE			
MONTH	LESS THAN 5	5 BUT LESS THAN 15	15 BUT LESS THAN 20	20 AND OVER
January	6.6	10.0	13.3	16.6
February	6.7	10.0	13.4	16.7
March	6.7	10.0	13.3	16.7
April	6.6	10.0	13.3	16.6
May	6.7	10.0	13.4	16.7
June	6.7	10.0	13.3	16.7
July	6.6	10.0	13.3	16.6
August	6.7	10.0	13.4	16.7
September	6.7	10.0	13.3	16.7
October	6.6	10.0	13.3	16.6
November	6.7	10.0	13.4	16.7
December	6.7	10.0	13.3	16.7
TOTAL HOURS	80.0	120.0	160.0	200.0
TOTAL DAYS	10.0	15.0	20.0	25.0
MAX HOURS BANK	160.0	240.0	320.0	400.0
MAX DAYS BANK	20.0	30.0	40.0	50.0

C. Company-Sponsored Holidays

(1) Each year the Company observes certain days as official company Holidays. The Company shall designate the days to be observed as official Company holidays in accordance with A. (1) and provide a copy of the days so designated. Employees must record these days as Holiday Hours, unless the employee is not entitled to Holiday Hours for the holiday in question. Holiday pay shall be eight (8) hours at the

employee's regular hourly rate, including shift and odd work week differentials, if applicable.

(2) If an employee chooses for religious or other reasons to observe a holiday other than a company-designated Holiday, Vacation Hours may be used for this purpose with management approval. Otherwise, the time off will be recorded as a leave without pay.

(3) Employees who work on Company-designated Holidays must record eight (8) Holiday Hours **in addition** to their time worked hours. Time worked on a holiday shall be paid for at two times the regular rate of the employee.

(4) Employees who terminate employment after they have accrued Holiday Hours for a particular Holiday but before that Holiday has occurred will forfeit those Holiday Hours. New hires hired after the accrual of Holiday Hours for a particular Holiday but who are employed on such Holiday will receive Holiday Hours for the Holiday.

D. Pay in lieu of unused vacation days will be as follows:

(1) Employees may not code more than eight (8) Vacation Hours for any one day.

(2) Upon the occurrence of the following, unused Vacation Hours will be paid based upon the employee's rate of pay at time of termination:

Termination of employment	Paid on termination
Layoff after at least 1 month of service	Paid on layoff
Death	Paid to beneficiary or estate
Retirement under the provisions of USA's retirement plans	Paid on termination

Section 2.1 - Sick and Injury Leave

NOTE: The provisions of this Section 2.1 shall be effective through December 31, 2010 only. The provisions of Section 2.2 and the new Section 10 shall become effective January 1, 2011.

A. Sick and Injury Leave Benefits of an Employee on the Active Payroll:

(1) In the event of an employee's absence from work because of occupational or non-occupational sickness or injury, or in the event of his absence from work because of death or serious illness in his immediate family, an employee shall be entitled to twelve (12) days sick and injury leave with pay during his current year of service. Up to two (2) days of the twelve (12) day allotment may be used, with prior management approval, for

urgent personal business, which cannot be accomplished other than during working hours.

(2) Year of service, as referred to in this Section 2.1, means a year of service time, accumulated subsequent to (a) the date on which the preceding year of service was completed, or (b) in the case of an employee's first year of service, the date that the employee started to work; except that year of service for purposes of sick leave is unaffected by the payment of prorated vacation to an employee who is terminated, laid off, on leave of absence, or entered the Armed Forces pursuant to Article IV, Section 5, of this Agreement, and is accumulated under such conditions as set forth in paragraph (B) of this Section.

(3) An employee shall not be entitled to use his sick and injury leave until after he has completed twelve (12) weeks continuous service from the date of hire, or rehire without seniority.

(4) A full-time employee means an employee who is regularly scheduled to work five or more standard daily shifts per week.

(5) Pay for one (1) day's sick and injury leave for a full-time employee means pay for eight (8) hours at the employee's regular base rate of pay at the time sick and injury leave is used. Employees will be permitted to take sick leave in one tenth (1/10) hour increments. In accordance with established accounting practices, employees who are absent from work due to illness or injury and who receive treatment on site and return to work in less than one (1) hour will not be required to charge their sick leave account (or record unpaid absence if out of paid sick leave).

(6) At the end of each year of service time, each employee shall be paid for the days of unused sick and injury leave to which he has become entitled under Section 2.1 of this Article. Pay for such days of unused sick and injury leave will be paid at the employee's current rate plus shift bonus, if any, in effect at the end of his sick leave eligibility year.

(7) Such unused sick and injury leave may be deferred for a maximum accumulation of 30 days. Any deferred sick and injury leave may be used in the subsequent years as sick and injury leave or the employee may receive pay for such deferred sick and injury leave during the subsequent year(s) at one of the following times:

(a) At the time vacation is taken;

(b) At any time with administration approval (with normally, after two (2) weeks notice);

(c) After termination for any reason;

(d) At the end of such service year(s) if still accumulated and unused.

B. Sick and Injury Leave Benefits of an Employee Who Terminates or is Terminated, Laid Off or on Leave of Absence:

(1) Service time of an employee shall be accumulated toward his year of service regardless of termination, layoff or leave of absence provided:

(a) Such employee returns to work for the Company after the period of such termination, layoff or leave of absence; and,

(b) Such employee retains his seniority rights with the Company during such period.

(2) Time spent by an employee during a period when the employee is severed from the active payroll due to termination, layoff, or leave of absence shall not constitute service time for the purpose of acquiring sick and injury leave benefits; provided, however, that time lost, not to exceed six (6) months, due to occupational injury or occupational illness shall be counted for the purpose of computing service time if the employee returns to the active payroll of the Company.

(3) Verification and Notification:

All sick and injury leave is subject to verification by the Company. The employee must notify his department supervisor and/or the duty officer, prior to his scheduled report time, of the forthcoming absence from work because of illness or injury or death or serious illness in his immediate family.

Section 2.2 - Sick and Injury Leave

NOTE: The provisions of Section 2.2 and the new Section 10 below shall become effective January 1, 2011. In the paycheck for the week ending January 14, 2011, each employee shall be paid for the days of unused sick and injury leave to which, as of December 31, 2010, he or she has become entitled under Section 2.1(A)(6) of this Article (sick and injury leave that has been on the books for one year). Payouts for such days of unused sick and injury leave shall be at the employee's regular hourly rate, including shift and odd work week differentials, if applicable. Sick and injury leave which, as of December 31, 2010, has not been on the books for one year and consequently not eligible to be paid out, as provided above, shall not be available to the employee after that date.

A. Sick and Injury Leave Benefits:

Sick and injury leave is for the employee's use in the event the employee is medically unable to work as the result of an occupational or non-occupational sickness or injury. Employees will receive a sick and injury leave grant of 3 days upon hire and on January 1st each year. Unused sick and injury leave may be banked for future use. There is no maximum limit on the number of banked sick leave hours. Any unused sick leave available at the time of termination will not be paid out.

B. Verification and Notification:

All sick and injury leave is subject to verification by the Company. The employee must notify his immediate supervisor or designee prior to his scheduled report time, of the forthcoming absence from work because of illness or injury.

Section 3 - Leave of Absence

Leaves of absence may be granted to employees without pay. On a leave of absence of thirty (30) calendar days or less, an employee shall accumulate seniority. On a personal leave of absence exceeding thirty (30) calendar days, seniority shall not accumulate.

On a leave of absence granted for Union business, the employee shall accumulate seniority during such leave of absence. The Union may request and the Company will grant leaves of absence of three (3) or more days without pay to Union members for Union business and excused absences of less than three (3) days without pay to Union members for Union business. Such leaves and excused absences shall be limited to no more than three (3) employees at any given time, with twenty-four (24) hours written notice to the Company, except when such notice is waived by mutual consent. In unusual circumstances, the Union may request and the Company may grant leaves and excused absences under this paragraph to more than three (3) employees at one time; except, however, the total shall not exceed seven (7).

Employees who have acquired seniority and are unavoidably absent due to illness or physical disability may be granted or placed on a Medical Leave of Absence for a period not to exceed twelve (12) months upon approval by his own physician and the Company. Employees returning from Short-Term Disability (STD) must return to work in a full-time status for a minimum of two (2) consecutive weeks in order to restart the twelve (12) month leave status period. Failure to work full-time during this entire two (2) week period will be considered as not appreciably returning from the previous leave. This 2-week period may be extended in order to accommodate employees returning on a reduced work schedule due to Worker's Compensation or Americans with Disabilities Act (ADA) situations requiring a limited duty status. Employees returning from LTD must return to work in a full-time status for six (6) consecutive months to restart the 12 month prolonged leave status period. Failure to work full-time during this entire 6-month period will be considered as not appreciably returning from the previous leave. An illness/injury not related to the previous leave will result in a new 12-month period.

With respect to STD coverage, a successive period of disability will be treated as part of an employee's prior disability if, after receiving disability benefits under this coverage, the employee returns to his/her own occupation as an active employee on a regular basis for less than two (2) continuous weeks. With respect to LTD coverage, a successive period of disability will be treated as part of an employee's prior disability if, after receiving disability benefits under this coverage, the employee returns to his/her own occupation as an active employee on a regular basis for less than six (6) consecutive months.

Upon being pronounced physically and mentally fit by the Company, and further provided he has the necessary seniority, he shall be returned to his former status. Such employee shall notify the Company at least ten (10) working days in advance of his return. An employee returning from medical leave of absence, as hereinafter defined, will furnish a signed letter from his personal physician, attesting to his physical fitness for resumption of employment and will make

arrangements through the Labor Relations office to be examined by the Company Physician before returning to work.

Upon employee request, a leave of absence will be granted to a female employee because of pregnancy, through the third month following delivery. Such employee, who has acquired seniority as provided in Article IV, Section 2, may commence the leave of absence at the end of the third (3rd) month of pregnancy. The effective date of leave of absence for medical reasons normally will be the last day worked. If, however, the employee has earned unused vacation or sick leave and requests payment for same prior to being placed on medical leave of absence, the effective date of the leave will be the last day of such vacation and/or sick leave.

Section 4 - Rest Periods

Employees working overtime shall be allowed to observe the regular rest periods provided for herein which occur during such overtime period.

Additional rest allowances shall be permitted under the following conditions:

A. Whenever an employee is called to work two (2) or more hours prior to the beginning of the shift, the employee shall normally be given a ten-minute rest allowance before starting his regular shift.

B. Whenever an employee will be working two (2) or more hours beyond the end of his regular shift, the employee shall normally be given a ten-minute rest allowance prior to starting such work.

Section 5 - Holiday Observance Schedule

Below is a list of holidays and the dates on which those holidays are to be observed. Should the federal government designate a different date for the observance of a holiday noted, the Company may change the observance date accordingly. The Company recognizes the following holiday schedule during the period of this Agreement:

2010	
Thursday, November 25	Thanksgiving
Friday, November 26	The Day After Thanksgiving
Friday, December 24	Christmas Break
Monday, December 27	Christmas Break
Tuesday, December 28	Christmas Break
Wednesday, December 29	Christmas Break
Thursday, December 30	Christmas Break
Friday, December 31	Christmas Break - Observance of New Year's Day, January 1, 2011
2011	
Observance was on Friday, December 31, 2010	New Year's Day
Monday, January 17	Birthday of Martin Luther King, Jr.

Monday, February 21	Washington's Birthday
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Monday, December 26	Christmas Day
2012	
Monday, January 2	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20	Washington's Birthday
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Monday, November 12	Veterans Day
Thursday, November 22	Thanksgiving Day
Tuesday, December 25	Christmas Day
2013	
Tuesday, January 1	New Year's Day
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18	Washington's Birthday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day

Section 6.1 - Jury Duty

NOTE: The provisions of this Section 6.1 shall be effective through December 31, 2010 only. The provisions of Section 6.2 shall become effective January 1, 2011.

When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, the employee shall be granted pay for those hours for which he is for such reason absent from work during his regular eight (8) hour day or regular five (5) day work week with respect to such jury duty. Pay for such work time lost shall in no event exceed, for any one employee, a total of twenty (20) regular eight (8) hour workdays in any one calendar year. Pay for such work time lost shall be computed at the employee's regular base rate of pay at the time of such absence excluding any overtime, shift bonus, or any other premium. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's regular assigned workweek or for hours in excess of the employee's regular eight (8) hour workday.

If an employee(s) assigned to the second shift or third shift is absent from his work on such shift on the calendar day the employee serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror. To receive pay for work time lost, the employee (s) must promptly present to his Department Head the notice the employee receives to report for jury duty and must provide the Company with a statement signed by an official of the court certifying as to the employee's service as a juror or appearance in court for that purpose and the date or dates of attendance.

When an employee is absent from work in order to serve as a witness in a case in a court of law to which the employee is not a party, either directly or as a member of a class, and where such absence is in response to a legal valid subpoena, the employee shall be granted pay for those hours for which he is for such reason absent from work during his regular eight-hour day or regular five-day work week. Such employee may be required to submit evidence of such service as a witness to the Company in order to qualify for such payment. Pay for absence due to service as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above.

Normally, pay for work time lost for jury duty or service as a witness as provided above shall together not exceed, for any one employee, a total of twenty (20) regular eight-hour (8) days in any one calendar year; however, in extraordinary circumstances such period of time may be extended by the Company.

Section 6.2 - Jury Duty

NOTE: The provisions of Section 6.2 shall become effective January 1, 2011.

In order to comply with local judicial processes, an employee may receive pay for up to a total of 10 workdays when summoned for the jury selection process and/or selected to sit on a jury.

To receive pay for work time lost, an employee must promptly notify his Department Head of any notice he receives to report for jury examination or jury service and he or she must provide the Company with a statement by an official of the Court certifying as to the length of time and date of the employee's appearance for examination, or as to service as a juror or appearance in Court for that purpose, and the date or dates of attendance.

Section 7 - Military Reserve Training Leave

An employee on the active payroll of the Company who is required to engage annually in two consecutive weeks (up to 14 consecutive days) of military reserve training, including National Guard, and who has at least twelve (12) months of military reserve service credit immediately prior to commencement of the training period, shall, upon the employee's request, be granted a leave of absence for the period of training. Such employee shall be paid his normal pay during leave for the training period. Upon return from leave the Company will make an adjustment to the employee's pay, deducting the employee's military pay received (excluding subsistence, travel and quarters allowances).

The "Normal Pay" shall be determined on the basis of a forty (40) hour weekly work schedule at the employee's base rate of pay plus shift and odd work week bonus, if any, in effect on the last day worked immediately preceding the date the training leave commences. To obtain payment under this provision the employee shall submit certification satisfactory to the Company, of participation in the two week training period and of the amount of pay received for the two week training period upon return to work.

Section 8 - Severance Pay

In case of layoff, the Company will give two (2) week advance notice of layoff to the employees affected. However, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage at locations where work is performed under this Collective Bargaining Agreement between United Space Alliance and Fed Pri, or from strikes or work stoppages occurring at the facilities used by the Company's employees, resulting in the inability to maintain normal operations.

Employees who are laid off will receive severance pay equal to 1 week's base pay (exclusive of overtime, differentials, premium, or any other type of compensation) per full year of service (min. 4 weeks; max. 26 weeks). Severance pay up to a maximum of 10 weeks pay will be paid as a lump sum payment to employees upon layoff. Remaining severance will be paid in 2 installments, assuming the employee executes a certification stating that he or she is not employed by a succeeding contractor or subcontractor, employed by a NASA contractor, NASA subcontractor, or employed by NASA within a 50 mile radius of his or her last location of employment with the company. The first installment of up to an additional 10 weeks will be paid as a lump sum 10 weeks after the original lump sum payment and completion of the certification. Any remaining available severance will be paid as a lump sum 20 weeks after the original lump sum payment and completion of an additional certification.

An employee recalled to work on or after the effective date of this agreement and subsequently laid off again shall be entitled on the occurrence of the subsequent layoff to the number of weeks of severance calculated, as provided in the preceding paragraph, less the total number of weeks of severance paid the employee on the occurrence of previous layoffs.

An employee will not be eligible for severance payment under this Section in the event the Company's contract with NASA is terminated in full or in part if the employee, is employed by or accepts employment, or enters into an agreement for subsequent employment, with a succeeding contractor or subcontractors under a follow-on contract in a position requiring the same, similar, or greater responsibility or skill or if the employee fails to reasonably pursue such a position with such an employer. As such, employees participating in a contract transition shall not be entitled to bumping or displacement rights under Article V, Section 1, Recall under Article V, Section 2 or Severance Pay under Article VI, Section 8.

In the event of a full or partial loss of the Company's contract with NASA, as envisioned by this Section, no employee whose job is impacted by such a loss shall have a right to bump or be recalled, unless despite their reasonable efforts to

pursue employment, as noted in this Section, they are not offered employment with the succeeding contractor or subcontractor.

Section 9 - Out of Line of Seniority Layoff

An hourly-represented employee requesting a layoff out of line of seniority will do so in writing in a form acceptable to both parties. Any such request will not receive favorable consideration unless a surplus condition exists. If a surplus condition exists, favorable consideration will be given by the parties to requests for layoff out of seniority, provided that the granting of this request will not necessitate recalling or hiring a person to fill the billet. Should a condition exist wherein there is more than one request within a classification and department, the more senior employee will receive first consideration. Employees granted this privilege, will have no recall rights in accordance with Article V, Section 2.

The Company management may deny any request out of line of seniority without prejudice. The decision by management will be final and is excluded from grievance procedures under Article III of the Agreement.

Section 10 – Bereavement

An employee shall be entitled to up to three (3) days of paid bereavement leave for the purposes of planning and attending the funeral of an immediate family member. An immediate family member means the employee's spouse, parent, step-parent, child, step-child, brother, step-brother, half-brother, sister, step-sister, half-sister, grandchild or grandparent, and the employee's spouse's parent, step-parent, or grandparent. To receive this benefit the employee must provide proof of the family relationship and death, if so requested.

ARTICLE VII - PAY PROVISIONS

Section 1 - Hours and Days of Work

The "standard work week" consists of one hundred and sixty-eight (168) consecutive hours beginning at 0001 Saturday and ending at 12:00 Midnight the following Friday (i.e., seven [7] consecutive calendar days).

An odd workweek consists of one hundred and sixty-eight (168) consecutive hours commencing at the beginning of the first of five (5) consecutive workdays, other than the normal schedule of Monday through Friday.

For the determination of daily overtime and of overtime worked in the "regular work week," on "scheduled days off," and on holidays, the "regular work day" will be used and will consist of twenty-four (24) consecutive hours, from 12:00 midnight to 12:00 midnight (the calendar day), except that in the event the third shift is scheduled to commence work prior to midnight, the regular work day will commence as of the starting time of said shift. In all cases, the first "regular work day" in the "regular work week" will begin at the time the "regular work week" begins. Hours worked on, or in conjunction with, a regular shift starting in the "regular work day," will be counted as worked in such "regular work day."

The "normal work week" for employees covered by this Agreement shall consist of five (5) consecutive days, Monday through Friday, not exceeding eight (8) hours in any one "regular work day" of twenty-four (24) hours. The "normal work week" for continuous operations shall consist of five (5) consecutive days, not exceeding eight (8) hours in any one "regular work day" or twenty-four (24) hours.

The Company reserves the right to assign or rotate affected employees to a nonstandard workweek with two (2) days notice.

Section 2 - Shifts, Lunch Periods, Rest Periods

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The shifts each shall be eight-hour and thirty-minute periods which shall include a ten-minute paid rest period which will be taken in conjunction with a thirty-minute unpaid lunch period, effectively providing a forty minute lunch period. For first and second shifts, the thirty-minute unpaid lunch period shall be within a time frame of three-and-one-half (3 ½) hours after each shift begins and three (3) hours before the end of the shift. For third shift, the unpaid lunch period shall be within a time frame of three (3) hours after the start of the shift and two (2) hours before the end of the shift.

A "regular shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "regular work day," exclusive of meal periods. The designated time of beginning each shift shall be a period of time within the following schedule:

1st Shift -	between 0400 and 1159
2nd Shift -	between 1200 and 1959

3rd Shift - between 2000 and 0359

Changes of shift assignments shall be made on the first day of a new workweek whenever practicable.

In the event an employee's shift is temporarily changed (less than five [5] consecutive work days) during his regular work week, the employee shall be compensated at the appropriate premium rate on the work day of the change for all hours worked outside of their previously established shift of work.

Section 3 - Overtime Pay

A. Hours worked in excess of eight (8) hours in any one day of an employee's work week, except for "flex time" as addressed in Section 11 of this Article, shall be paid for at one and one-half times the regular rate of the employee, except that hours worked in excess of twelve (12) hours in any one such day shall be paid for at two times the regular rate of the employee, as specified in paragraph D. of this section.

B. Hours worked on the sixth day of an employee's work week shall be paid for at one and one-half times the regular rate of the employee except that such hours worked in excess of twelve (12) hours shall be paid for at two times the regular rate of the employee.

C. Hours worked on the seventh day of an employee's workweek shall be paid for at two times the regular rate of the employee.

D. Consecutive hours worked in excess of twelve (12) hours shall be paid for at two times the regular rate of the employee even though such consecutive hours begin in one work day (twenty-four hour period) and end during the following work day (twenty-four hour period); provided, however, that any hours worked during the seventh day of an employee's work week shall be at the double time rate. The double time rate on an employee's regularly scheduled work day shall not apply until after an employee has worked four (4) hours at the one and one-half time rate if an employee has worked over eight (8) hours on that day to make up hours under prearranged "flex time" as described in Section 11 of this Agreement.

E. A reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Company. In the event the distribution of overtime within the group is unreasonably spread, the Union and the Company will investigate and, if necessary, corrective action will be taken to provide a more reasonable distribution. An employee suspended for cause will not be scheduled for overtime during the following workweek and will be charged with overtime in accordance with the established overtime policy.

Section 4 - Payroll Deductions - Company Reimbursement

Payroll deductions may be made to reimburse the Company as follows:

A. All cost of tools and equipment issued to an employee but not returned by the employee, such cost to be subject to wear of the tools. An employee so charged shall be reimbursed by the Company in the event of the subsequent return of such tools and equipment to the Company, provided such tools and equipment may be properly identified and are in the same condition as when issued to the employee. Employees may be relieved of any liability under this Paragraph A when a Lost Tool Report issued by the supervisor indicates such loss was beyond the employee's control.

   Employees checking out special tools shall be released of liability for the same if, while in use on another shift, such tools are lost or damaged.

B. For money paid by the Company to a creditor or officer of the law for an indebtedness of the employee, provided demand is made upon the Company according to law.

C. For any indebtedness due to the Company covering purchases made by an employee through the Company.

D. For any loans or advances made to the employee by the Company.

E. For a lost key issued within the past five years, a sum of one dollar ($1.00).

Section 5 - Report Time

An employee called to work shall receive a minimum of four (4) hours pay in the shift to which the employee is called. In the event an employee reports for work on his regular shift without previously having been notified not to report, the employee shall be paid four (4) hours pay, provided however, that if work reasonably within his capacity to perform is available, he will be required to perform such work to qualify for the four (4) hours pay. If work is unavailable as the result of causes beyond the control of management, no pay shall be granted under this Section.

Failure on the part of an employee to keep the Company informed of his correct address and correct telephone number relieves the Company of the responsibility of any notification required by this Agreement.

Section 6 - Pay Period

Paychecks to employees shall be issued within eight (8) days after the end of the pay period and shall represent the earnings of the employee from Saturday to and including Friday of such pay period.

Section 7 - Lost Time

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one-tenth (1/10) of an hour’s pay for each tenth of an hour or fraction thereof lost from work.

Section 8 - Travel Reimbursement Policy

The Company will furnish to the Union copies of Company policy relating to reimbursement of travel for employees covered by this Agreement.

Section 9 - Premium for Hours and Days of Work

Employees assigned to the second (2nd) and third (3rd) shift shall receive a bonus of one dollar ($1.00) per hour.

Section 10 - Nonstandard Work Week

Employees assigned to a nonstandard workweek (other than Saturday and Sunday off days) shall receive a premium of seventy-five ($.75) cents per hour.

Section 11 - Flex Time

Nothing in Section 1, 2 or 3 of this Article is intended to prohibit the use of “flex time” at the request of an employee and with the prior approval of management. An employee desiring an adjustment to their normal schedule to accommodate a specific personal need may: report either earlier or later than their normal established starting time and work eight hours (excluding lunch period), or work less than eight hours in one or more specified work days and work the required amount on another work day or work days to make up 40 hours for the work week. Working over eight hours in a workday under prearranged “flex time” shall not constitute overtime.

ARTICLE VIII

Section 1 - Job Classifications

Job Title	Labor Grade	Job Codes
ADP Analyst A*	03	6102
ADP Analyst B*	05	6103
Engineering Planner Estimator A*	02	6183
Engineering Planner Estimator B*	04	6184
Equipment Coordinator Lead	02	6121
Equipment Key/Lock Coordinator	05	6125
Inventory Planner Lead	02	6195
Inventory Planner A*	04	6196
Inventory Planner B*	05	6197
Inventory Planner C*	07	6198
Operations & Maintenance Doc. Planner, Lead	02	6113
Operations & Maintenance Doc. Planner A*	03	6114
Operations & Maintenance Doc. Planner B*	05	6115
Property Records Coordinator Lead	02	6138
Property Records Coordinator A*	04	6139
Property Records Coordinator B*	05	6140
Property Records Coordinator C*	07	6141
Production Control Associate A*	04	6146
Production Control Associate B*	05	6147
Production Control Associate C*	07	6148
Production Control Associate, Lead	02	6145
Production Control Specialist A*	03	6127
Production Control Specialist B*	04	6128
Site Coordinator A*	02	6150
Site Coordinator B*	04	6151
Traffic Representative, Lead	02	6162
Traffic Representative A*	03	6157
Traffic Representative B*	05	6158
Vehicle Requirements Planner A	03	6176
Vehicle Requirements Planner B	05	6177
Work Authorization Processor Lead	02	6129
Work Authorization Processor A*	04	6130
Work Authorization Processor B*	05	6131

*Indicates classification is included in a maturity progression job family.

Section 2 - Wage Structure

	Effective September 25, 2010		Effective June 18, 2011		Effective June 16, 2012	
Labor Grade	Min	Max	Min	Max	Min	Max
02	$19.71	$31.01	$20.20	$31.79	$20.81	$32.74
03	$18.85	$29.63	$19.32	$30.37	$19.90	$31.28
04	$18.00	$28.32	$18.45	$29.03	$19.00	$29.90
05	$17.20	$27.02	$17.63	$27.70	$18.16	$28.53
06	$16.35	$25.68	$16.76	$26.32	$17.26	$27.11
07	$15.49	$24.33	$15.88	$24.94	$16.36	$25.69

Automatic Rate Progression (ARP) shall be in accordance with the terms and schedule established within paragraph 6 of Administrative Letter No. 1, dated June 16, 2007.

Pay Rate on Promotion

An employee promoted will be paid at either the minimum of the classification to which promoted, or 25 cents per hour above the employee's rate prior to promotion, whichever is greater.

Production Control Specialists and Associates

The parties acknowledge that the employees occupying the position of Production Control Specialist as of September 20, 2010 are performing the duties of the lower labor grade Production Control Associate position. Employees occupying the Production Control Specialist position as of September 20, 2010 will not be downgraded to the position of Production Control Associate and USA shall have no obligation to hire Production Control Specialists to perform such work.

ARTICLE IX - APPLICATION OF JOB DESCRIPTIONS AND GLOSSARY OF TERMS

Section 1 - Job Descriptions

The following basic principles govern the application of these descriptions; these same principles are to govern their use.

A. General

(1) The title selected for a classification is that which most clearly indicates the general nature and character of the work performed, and yet serves to set the classification apart from others described.

(2) The summary developed for each classification is a brief description of the classification as whole, the purpose of which is to set it forth in separation from other classifications.

(3) The job description describes typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations, or tasks done within the classification. These requirements may not fit all specific individual work assignments, as the description when written was stated so as to be broad enough to include all variations of work in the classification as it existed throughout the Company.

B. Interpretation and Application of Job Descriptions

(1) The job description is written to define and illustrate the job standard to be established and as such shall be interpreted and applied in its entirety as a composite picture of the job requirements. This means that the Summary, Work Performed (typical materials, tools and equipment used-when applicable) and Knowledge and Ability Required, all must be considered in arriving at the proper classification.

(2) In order to secure, or hold the classification, the employee must be assigned regularly and consistently to that work which distinguishes the classification from other classifications.

(3) An employee's classification shall be determined in the light of the highest requirements for knowledge, ability and skill necessary to perform his regularly assigned duties. In making this determination, duties that are performed infrequently or rarely shall not be considered or made the basis of granting the higher classification.

(4) The job descriptions are not intended for, and should not be confused with, operation sheets, work instructions, or work assignment sheets, etc.

(5) Job descriptions were prepared on the basis that:

(a) As a part of promotional procedure, an employee performs some of the work of higher-rated jobs under guidance and instructions in order to qualify for advancement.

(b) An employee performs the work of lower-rated or lateral jobs when required.

(c) The normal duties of any employee may include assistance to other workers on work operations.

(d) Normal job relationships between employees include giving guidance and instruction to each other.

C. Establishment of New Jobs

(1) The Company shall develop an appropriate job description and, after the effective date of this Agreement, a new job is established as a result of any of the following:

(a) Introduction of new work of a nature comparable to that covered by existing job descriptions for classifications referred to in Section 1 of Article VIII.

(b) The combination of work covered by such existing job descriptions.

(c) A substantial change in the duties or requirements of an established job.

(2) The Company shall furnish the Union with the new job description and proposed rate range. The rate range proposal need not correspond to the one listed as Article VIII, Section 2, “Wage Structure” chart. If agreement on such rate range is not reached within seven (7) calendar days from the date of submission, the Company may place the new job description and rate into effect, subject to continued negotiation of such rate range. The Company will notify the Union on the date the new job description and rate are placed into effect.

(3) If agreement as to the proper rate is not reached within fifteen (15) calendar days from the date the job is placed into effect, either party may refer the matter to arbitration in accordance with the applicable provisions of the Agreement. The arbitrator shall have the authority to determine the rate or rate range the new or amended classification shall have on the sole basis of the relationship which the new job bears to the rate or rate ranges of other classifications covered by this Agreement.

(4) Any change in the established rate resulting from these negotiations shall be retroactive to the date the Company places such rate into effect.

D. Classification of an Employee

Each employee shall be placed in the classification proper for the work he performs and job descriptions shall be applied in accordance with Sections 1 and 2 of this Article.

Section 2 - Glossary of Terms and Phrases

The Glossary of Terms and Phrases, which is placed into effect upon execution of this Agreement is incorporated herein.

A. Glossary of Terms and Phrases as used in Job Descriptions

In preparation of the job descriptions, the following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed in them by all persons using the descriptions.

The meaning of words and phrases not included in this glossary shall be defined in Webster's Collegiate Dictionary.

ADAPTS: Means to utilize for other purposes than originally intended.

AUTHORIZED DOCUMENT: Means any type of document, which is used by the Company to transmit to the worker what is to be done, how it is to be done, and/or what specifications or requirements are applicable to the work.

CHECK, FUNCTIONAL: Means to determine or ascertain whether a unit or a portion of a system performs the function for which it is intended and whether rework or alteration is required.

CHECKOUT, OPERATIONAL: Means making a complete check of an entire completed independent system to determine if rework or alteration is necessary.

HAND TOOLS: Includes those portable tools used by hand by the workman in the normal performance of duties and tasks of the occupation in which he works.

IMPROVISE: Means to contrive or make use of makeshift tooling and/or methods to meet immediate needs or requirements.

KNOWLEDGE, COMPLETE: Means full understanding of, and ability to apply, all facts that must normally be known by the worker in the occupation.

KNOWLEDGE, ELEMENTARY: Means that the employee is not expected to carry out the technical functions of his classification completely without guidance from supervision or more senior fellow workmen.

KNOWLEDGE OF: Means knowledge of the inherent elements or details of a job that must be known by a worker to do his work satisfactorily.

LEAD: On the part of any classified employee to delegate as authorized, a portion of his allocated work to employees assigned to work with him and pass on sufficient information to enable those employees to accomplish their work in a manner that will result in economy, quality, and efficiency. Employees classified on jobs, which include lead responsibilities will:

(a) Make detailed work allocations, as instructed by the supervisor, in conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.

(b) Be responsible for furnishing sufficient and accurate information to assigned employees.

(c) Interpret information, answer questions, review, check work, and eliminate ordinary difficulties.

(d) Perform the other "Determining Duties and Responsibilities" specified in assigned classification.

Employees classified on jobs which include lead responsibilities are not to make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading, or disciplinary action relative to other employees.

PRODUCTION ILLUSTRATIONS: Are blueprints or sketches, which are used as an aid in visualizing parts and/or their assembly and are usually isometric, perspective, pictorial, or third angle projection drawings or photographs.

SHOP MATHEMATICS: Is that form of mathematics normally used by shop workmen in the performance of the occupation in which he works.

SHOP MATHEMATICS, INCLUDING TRIGONOMETRY: Means the use of trigonometry to solve any problem that may arise in the work to which assigned.

SHOP PRACTICE: Means the generally accepted method of performing a basic, common or usual operation under specified conditions. It covers the knowledge which is common to the occupation itself. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When used in the phrase "shop practices and procedure," practice need not imply other than practice or methods learned or acquired at the Company.

SHOP THEORY: Implies knowledge of "why" as well as "how" a given task should be done. It implies a real understanding of the diversity of work in an occupation, of the capacities and limitations of machines used, and of the skills involved.

WHERE COMPLETE INFORMATION IS NOT READILY AVAILABLE:

(1) This phrase is not to be interpreted as requiring the worker to develop his own information, except for such information which falls into the category of acceptable shop practice.

(2) Where this phrase is used in a job description it is understood that all workers in the classification will work under these conditions as required.

WORKS WITH AUTHORIZED LIAISON PERSONNEL AS NECESSARY (OR WHEN REQUIRED): This phrase is intended to cover situations such as when trouble develops on a job, the worker goes to his lead or supervisor who in turn may call in a liaison person, and then the worker, being more familiar with the job, will cooperate with the liaison person to straighten out the trouble.

AS REQUIRED: Means performance of work operations if and when such are necessary, as long as they are within the level of difficulty described.

HELPS/ASSISTS: Means to assist or aid an employee in the performance of his duties as set up in the particular job description when the phrase exists. The assisting worker is not expected to work wholly independently but rather cooperatively and, further, is entitled to, and should receive, the guidance and instructions considered usual and normal under these circumstances.

MAY: Means that the function is performed by some of the personnel holding the classification or, that the function is occasionally performed, but is not requisite for the classification.

WHEN SO ASSIGNED: Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order, work assignment, or request from immediate supervisory personnel when an occasional or incidental job requirement exists.

It is understood that all statements used in specific job descriptions are to be interpreted on the basis of the level of difficulty contained in the respective descriptions.

This Agreement, which becomes effective as of September 25, 2010, is accepted and agreed to by the parties hereto as indicated by the signatures of the parties' duly authorized representatives which appear below:

Federation of Private Employees
A Division of District No. 1
MEBA, AFL-CIO:

G. Masters
President

G. Linton
Chief Negotiator

C. G. Brown
Chief Steward

K. R. Countryman
Committee Person

United Space Alliance, LLC:

R. S. Claus, Manager
Labor Relations

D. L. Borror, Manager
Property Administration

J. M. Janokaitis, Manager
Ground Logistics Support

ADMINISTRATIVE LETTER NO. 1 – Wages and Benefits

September 25, 2010
Mr. Guy Masters
President
Federation of Public and
Private Employees
1700 N.W. 66th Avenue, Suite 100-A
Plantation, FL 33313

Dear Mr. Masters:

This will confirm our agreement reached during negotiations concerning employee wages and benefits.

1. **2010 General Wage Increase**

   There shall be no general wage increase in the first year of the agreement.

2. **2011 General Wage Increase**

   Effective June 18, 2011, each employee covered by this Agreement who is on the active payroll of the Company on June 18, 2011 or upon return to the active payroll from an approved leave of absence, shall receive an increase in base rate of pay of two and one-half percent (2.5%). In no event shall the resulting base pay rate exceed the established pay rate maximum.

3. **2012 General Wage Increase**

   Effective June 16, 2012, each employee covered by this Agreement who is on the active payroll of the Company on June 16, 2012 or upon return to the active payroll from an approved leave of absence, shall receive an increase in base rate of pay of three percent (3%). In no event shall the resulting base pay rate exceed the established pay rate maximum.

4. Wage Structure

	Effective September 25, 2010		Effective June 18, 2011		Effective June 16, 2012	
Labor Grade	Min	Max	Min	Max	Min	Max
02	$19.71	$31.01	$20.20	$31.79	$20.81	$32.74
03	$18.85	$29.63	$19.32	$30.37	$19.90	$31.28
04	$18.00	$28.32	$18.45	$29.03	$19.00	$29.90
05	$17.20	$27.02	$17.63	$27.70	$18.16	$28.53
06	$16.35	$25.68	$16.76	$26.32	$17.26	$27.11
07	$15.49	$24.33	$15.88	$24.94	$16.36	$25.69

5. Automatic Rate Progression (ARP)

a. Beginning December 18, 2010, and each quarter thereafter, according to the following schedule, each employee whose rate is below the maximum rate of their classification shall be increased by sixteen cents ($0.16) per hour, or such lesser amount as is necessary to bring their base rate to the range maximum:

Dates	Prorata
12/18/2010	$0.16/hr
03/19/2011	$0.16/hr
06/18/2011	$0.16/hr
09/17/2011	$0.16/hr
12/17/2011	$0.16/hr
03/17/2012	$0.16/hr
06/16/2012	$0.16/hr
09/15/2012	$0.16/hr
12/15/2012	$0.16/hr
03/16/2013	$0.16/hr
06/15/2013	$0.16/hr

b. A newly hired or transferred-in employee shall receive his/her first ARP increase calculated on a 91-day prorata basis.

c. If an employee is on an approved medical leave of absence or approved military leave of absence on an ARP effective date(s), he shall receive one (but no more than one) ARP increase on the effective date of return to the active payroll. In no event will any employee receive an increase exceeding the maximum of his labor grade.

d. An employee returning to the active payroll of the Company from layoff or approved leave of absence shall be eligible for the next scheduled ARP increase.

6. Retirement Plan

The Company contribution to the USA Money Purchase Plan (MPP) will be $40.00 per week for each week worked (vacation and sick leave count as time worked) and for which a paycheck is issued prior to January 1, 2011. The contribution is invested by the Plan trustees among available options, as designated by each employee. Employees hired on or after the June 16, 2007 shall not be eligible to participate in the MPP. Effective with paychecks dated on or after January 1, 2011, the Company will cease contributions to the MPP for those employees who had been eligible to participate in the MPP, and the MPP will be frozen. Eligible employees will still be participants in the MPP and eligible for benefits under the MPP until they retire or terminate their employment. In 2008 at the election of the employee the balance the employee had in the Capital Accumulation Plan was either moved to the MPP or the 401k Plan.

7. Savings (401k) Plan

a. This subsection 8 (a) is effective for paychecks dated through December 31, 2010. Employees covered by this Agreement will be able to participate in the Retirement Savings Plan (401k) with a Company match of sixty percent (60%) for the first six percent (6%) of the employee's salary contributed to the plan.

b. This subsection 8(b) is effective for paychecks dated on and after January 1, 2011. The Company match for the USA Retirement Savings (401k) plan shall be 100% of the first 1% of the employee's wages contributed by the employee to the Plan and 50% of the next 5% of the employee's wages contributed by the employee to the Plan.

c. Employees may contribute 1% to 50% of base earnings on a before tax or after tax basis, and the employees who are age fifty or older shall be allowed to defer additional amounts on a pre-tax basis to the extent allowed by "catch up" provisions contained in IRS regulations. Employees will be subject to all remaining terms and conditions of said plan.

8. Health Care

Employees covered by this Agreement will receive the same health care plan (Medical, Dental, Vision, Prescription Drugs and Employee Contributions) as applicable to all non-represented USA employees in Florida. For purposes of this paragraph "health plan" shall also be deemed to include the opportunity (provided USA offers this opportunity to all non-represented employees in Florida) for employees to opt out of health care coverage completely and receive a payment for doing so. It is understood that the health care plan may be subject to modification

by the Company. Such modification, whether more or less favorable, will apply to the bargaining unit without negotiation.

Additionally, employees will enjoy any improvements to the following specific benefits (to the limits noted) to the extent USA improves the benefits to its non-represented Florida employees:

- Any increase in the amount of basic life insurance (currently 1.5 x annual straight time earnings) (see Life Insurance, below)
- Reductions in the premiums paid by employees for AD&D and Long Term Disability.
- Access to any new or improved benefits to the extent such benefits are being provided on a no cost basis to USA, e.g. the ability to participate in optional supplemental insurance coverages.

Any improvements provided pursuant to the 3 preceding provisions may be modified or deleted and such modifications and deletions shall not be subject to negotiations or grievance.

By way of information:

a. The current health care provisions, regarding medical, dental and vision insurance coverage shall remain in effect through December 31, 2010.

b. Effective January 1, 2011 The Company shall provide health care insurance coverage, as follows:

   i. Medical coverage shall be as reflected in the Open Access Plus Plan – Benefit Summary, USASO, LLC, Effective 1-1-11 ("Benefit Summary"), prepared by Cigna HealthCare and provided to the Union during negotiations,

      1. References in the Benefit Summary to "USASO" shall be deemed to be references to "USA"

      2. To the extent that federal law requires more generous benefits to be provided, the Plan/SPD will be amended to reflect those additional benefits and such benefits will be provided by the Plan

   ii. Dental – Cigna PPO or DMO, as elected by the employee, as is currently being offered by USA and as is described in the United Space Alliance Dental Plan Summary Plan Description, effective January 1, 2002 and amended January 1, 2008, except that the annual plan maximum per person under the Dental PPO plan shall be $1500 and not $2000.

   iii. Vision Coverage, as provided during 2010.

   iv. Employee contributions shall be 30% of the cost to the Company to provide the coverage the employee selects. As has been the practice, the first paycheck dated in 2011 will reflect the change in contributions.

9. Life Insurance

a. Basic Life	1.5X basic annual earnings through December 31, 2010. Effective January 1, 2011, the amount becomes 1.0 times basic annual earnings.
b. Met Life Optional Life	Employee purchased Term Life coverage of 1, 2, 3, 4 or 5 times basic annual earnings.

10. AD&D

Employee may elect coverage in amounts of $25,000, $50,000, $100,000, $250,000 or $500,000.

11. Short Term Disability

a. Basic Core Plan	The Company provides a basic benefit of $105.00 per week, through December 31, 2010. This benefit terminates effective midnight December 31, 2010.
b. Buy-Up Plan	Optional employee purchase of STD coverage of up to 60% of basic weekly earnings.

c. Effective January 1, 2011, the current 5 work day waiting period will be reduced to 3 work days. If the employee is determined to be disabled for more than 3 work days the benefits will commence as of the first work day of the disability.

12. Long Term Disability

Optional employee coverage to provide 60% of basic annual earnings.

13. Flexible Spending Account

Employees may elect to have pre-tax deductions for Dependent Day Care and Health Care expenses not covered by insurance, as allowed by such program.

14. Long Term Care

Optional employee coverage to provide long-term care facility/professional home care benefits.

15. USA Adoption Policy

Benefits are available to bargaining unit employees on the same basis as other USA employees and may be changed or terminated without prior negotiations with the Union.

16. Retiree Medical Insurance

a. The provisions of the USA Retiree Medical Plan for Certain Former Lockheed Martin Space Operations LMSO & Certain Florida Ops Represented Employees ("Plan"), applicable to members of the bargaining unit, remain unchanged, except as noted herein. The premium for the early retiree medical coverage to be paid by the retiree will continue to be based on the formula established in 1992 and the retiree's actual number of years of continuous service with United Space Alliance, including recognized service with predecessor contractor(s). Participation in and coverage under the USA Retiree Medical Plan for Certain Former Lockheed Martin Space Operations LMSO & Certain Florida Ops Represented Employees will only be available to employees hired prior to June 16, 2007.

b. To receive benefits:

i. By December 31, 2010 the employee must have achieved the required years of service and attained the required retirement age (60), as specified in the Plan in order to be entitled to receive benefits, and

ii. By not later than the earlier of the last day of the month following the month in which the last Shuttle flight lands or September 30, 2011 the employee must have terminated employment with USA and elected to receive benefits under the Plan

c. Except as may be required by law, USA shall have no obligation to make any additional funding or pre-funding payments to the Plan.

d. When in accordance with sound benefit practices a termination date for the Plan and the Trust is determined appropriate due to lack of funds in the Trust, USA shall proceed in accordance with applicable law to effect such termination of the Trust and the retiree medical Plan.

17. Miscellaneous Met Life Optional Coverage

- Group Legal Services
- Pet Insurance
- Auto and Home Insurance

18. Employee Incentive Plan

If this offer is ratified prior to midnight Friday September 24, 2010 and subject to execution of the Agreement, all Fed Pri-represented employees on the active payroll as of September 24, 2010 will be eligible to fully participate in the Employee Incentive Plan (EIP) payable for the performance periods of October 1, 2009 through September 30, 2010, October 1, 2010 through September 30, 2011 and October 1, 2011 through September 30, 2012, subject to the terms and conditions contained in the official EIP plan documents, as they may be changed from time to time. Such documents and any changes thereto shall be controlling in all instances.

19. Plan Documents

Any benefit plans included above or reference in this offer are subject to the provisions contained in official Plan Documents, which shall be controlling in all instances.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #1 - Overtime Agreement

September 25, 2010

This Letter is to confirm the following overtime agreement to comply with SPOC requirements identified in NASA's "Maximum Work Time Policy".

Both parties agree on the objective of establishing a maximum work time policy which meets realistic human factors, personnel safety, and quality assurance goals that minimizes the probability that mishaps will occur due to excessive work hours being performed by personnel in critical positions.

Overtime assignment will be made in accordance with the limitations set forth in the Maximum Work Time Policy. The Company may schedule an individual in excess of the Maximum Work Time Policy limitations whenever a critical or emergency condition exists. This action must be approved by the appropriate level of management as specified in the Maximum Work Time Policy.

Rules (Based on the Maximum Work Time Policy as it existed at the time this Letter of Understanding was agreed upon.)

(1) No more than twelve (12) hours per day.

(2) A minimum of eight (8) hours off time shall be allotted between workdays.

(3) No more than sixty (60) hours in any one workweek.

(4) No more than seven (7) consecutive days without one full day off.

(5) No more than two hundred forty (240) hours for twenty-eight (28) calendar days and 2,500 hours for one calendar year.

Employees will be allowed to work or be paid their normal shift of work regardless of overtime hours worked pre or post shift.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #2 - Overtime Distribution

September 25, 2010

Reference: Collective Bargaining Agreement between United Space Alliance Federation of Private Employees, a Division of the National Federation of Public and Private Employees, District No. 1, MEBA, AFL-CIO, effective June 16, 2007.

Subject: Overtime Distribution - Inter-Work Group Transfers and New Hires

Employees permanently transferring between overtime work groups will be placed on new overtime roster with the groups highest recorded hours, plus one hour, effective the date of the transfer.

New hires will be added to their group's overtime roster as soon as deemed fully capable of independently performing overtime assignments (no later than completion of probation period) and will be given the groups highest recorded hours, plus one hour. Prior to being added to the roster, new employees may be assigned overtime when all other employees in the overtime group are working.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #3 - Promotional Policy

September 25, 2010

Mr. Guy Masters
President
Federation of Public & Private Employees
1700 N. W. 66th Avenue
Suite 100-A
Plantation, FL 33313

Dear. Mr. Masters:

This will confirm the parties' agreement with respect to Article V, Section 4, and "Promotional Policy."

Employees shall be afforded consideration for promotional opportunities when an application is submitted on the form provided by the Company and received in the Staffing Department within the time limits specified on the applicable posting, or on the first day back to work if absent during the posting period and no job offer has been extended for the desired vacancy.

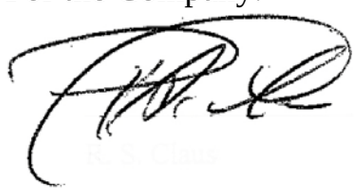
"Ability and skill" refers to the qualification standards established in the current Job Description in terms of relevant education, training and work experience. An employee possessing the stated minimum shall be deemed "qualified" and subject to selection based on seniority. "Efficiency" refers to an employee's level of documented performance on a new job after a reasonable orientation period. An employee may be subject to disqualification by management for inability to perform a new job with such action being grievable by the employee or Union. This shall only apply in the event of an employee responding to a job posting.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:

Guy Masters
President

For the Company:



R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #4 - Maturity Progressions

LETTER OF UNDERSTANDING
BETWEEN
UNITED SPACE ALLIANCE
AND
FEDERATION OF PRIVATE EMPLOYEES, A DIVISION
OF THE
NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES
DISTRICT NO. 1, MEBA, AFL-CIO
MATURITY PROGRESSIONS

September 25, 2010

During a joint USA/Fed Pri review of the job descriptions for the positions represented by Fed Pri, it was determined that some job families had distinctly different job functions and responsibilities for each progressive classification level in the family while others did not. It was therefore agreed to establish the "Maturity Progression" designation for those job families in which the type and complexity of duties for the various levels within a family were less readily distinguishable.

Maturity progression job families, as indicated in the Job Classification Schedule, Article VIII, Section 1, are those in which there is no abrupt change in job duties as the employee moves from level to level. The difference from level to level is primarily one of proficiency which increases gradually and is related to the employee's experience performing the job. For maturity progression job families, the following criteria will be maintained:

a. All vacant positions filled from outside the Bargaining Unit will be filled at the lowest grade within a job family.

b. All upgrades will occur during a three (3) week period following eligibility. Eligibility requirements for promotion to the next classification level are contained in the job descriptions.

c. No temporary upgrades will occur when an employee replaces a higher graded employee in the same job family except when filling the lead position.

d. The lead position is not a maturity progression. Promotion to lead will be in accordance with normal Company promotional policy and the Collective Bargaining Agreement.

e. Documented poor performance/attendance and/or other disciplinary actions may render an employee ineligible for maturity promotion until sustained satisfactory job performance/attendance is achieved and/or other disciplinary actions are expunged from the affected employee's record.

f. Experience outside the applicable job family will not count toward fulfillment of the service requirements for maturity promotion.

g. Adjustment in the eligibility date for a maturity progression will be made when an employee is absent for more than 30 consecutive calendar days.

h. When a Bargaining Unit Employee applying for an opening is presently in a job title that the top labor grade is lower than the top labor grade of the job title posted, this is considered a promotion under Article V, Section 7, paragraph 2. The successful bidder will remain in the new job title for two years before paragraph b, above applies. For reclassifications between job families which do not have equivalent grades, the employee will be placed in the level in the new job family comparable to that from which they are being moved.

i. When a Bargaining Unit Employee applying for an opening is presently in a job title that the top labor grade is the same as the top labor grade of the job title posted, this is considered a lateral reclassification under Article V, Section 7, paragraph 4. The successful bidder will remain in their new job title for two years before paragraph b, above applies.

The non-maturity job families are those in which there is a distinct change in functions and/or responsibilities within the higher classifications. All personnel actions within these job families will be in accordance with normal Company promotional policy and the Collective Bargaining Agreement.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #5 - Full-time Paid Union Official

September 25, 2010

This will confirm our understanding reached during 2001 contract negotiations concerning leaves of absence for United Space Alliance employees who become full-time paid officials of the Union that the agreement reached between the Union and the predecessor employer in 1992 will be continued.

It is the policy of United Space Alliance to grant indefinite leaves of absence to United Space Alliance employees who become full-time paid officials of unions (including the International), which have, and continue to have, representation at United Space Alliance. In the event this facility ceases operation, the leave is to be terminated not later than the date the last represented employee in the applicable bargaining unit is laid off. Such leaves of absence are for the purpose of recognizing fully accumulated seniority, establishing terms of continued or renewed benefit participation, and determining the appropriate rate of pay in the event such an official returns to United Space Alliance as an active employee within 60 days following severance as a Union employee.

While on leave of absence, it is United Space Alliance's policy to permit full-time union officials to participate at no cost to the Company in the group medical, dental plan, and life insurance plans in effect for represented employees in the area from which the official is on leave. Full premiums at group rates for the coverage selected by the Union official are to be paid directly to United Space Alliance or the selected carrier, as applicable. United Space Alliance will make whatever arrangements are necessary with the carrier to ensure the coverage, when requested, is provided. Claims under the selected coverage will be administered by United Space Alliance, as required.

At the termination of an employee's tenure of full-time union employment, such employee shall be reinstated to the active payroll in the same job classification, consistent with accumulated seniority, at the base hourly pay rate which would have been attained had the employee been on the active payroll during the leave of absence.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #6 - Process Efficiency Initiatives

September 25, 2010

The Company and Union agree that improvement in work processes represents an opportunity to create a more efficient, responsive and productive operation. It is also agreed that employee knowledge and involvement are crucial elements in making such improvements.

In this regard, the parties agree that a joint Company/Union Committee consisting of the President or designee and two members appointed by the President and a like number of Company representatives shall be established to create a model for employee involvement. The purpose of this Committee is to review and evaluate methods and processes designed to improve business operations through bargaining unit employee involvement, such as through the "Lean 6 Sigma" process.

This Letter of Understanding shall not be interpreted to supersede, replace, or interfere with any rights or obligations of either party contained in the Collective Bargaining Agreement. In the event of a conflict arising out of this Letter of Understanding and the Collective Bargaining Agreement that is not mutually resolved between the parties, the terms and conditions of the Collective Bargaining Agreement shall control.

Both parties agree that certain matters are subject to mandatory bargaining within the meaning of the Labor Management Relations Act and that those matters are not to be pursued through the employee involvement process without the concurrence of this joint Company/Union Committee.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #7 - Drug-free Workplace

September 25, 2010

Mr. Guy Masters
President
Federation of Public & Private Employees
1700 N. W. 66th Avenue
Suite 100-A
Plantation, FL 33313

Dear Mr. Masters:

The Union recognizes the Company's policy (reference FPP-C-07-01, Drug-Free Workplace) as it may change from time to time to maintain a drug and alcohol free workplace, and to comply with laws and regulations addressing that subject.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #8 - Regular Meetings

September 25, 2010

The Company and Union hereby agree to implement regular meetings during the term of the Agreement to facilitate communication on matters of mutual concern. Grievances will not be discussed during such meetings.

Meetings will be held once a quarter following implementation of the Collective Bargaining Agreement effective on June 16, 2007. The parties may, at any time, agree to meet more or less frequently based on usefulness of the meetings and the volume of discussion experienced.

The regular attendees shall be the members of the parties' respective contract negotiating committees or designated alternates. Additional participants may be invited by mutual agreement.

Minutes of the meetings will be taken and published within ten (10) working days of the meeting.

Labor Relations and President may jointly establish any procedures deemed necessary for publication of notices, agendas, etc.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #9 - Family Medical Leave Act

September 25, 2010

This will confirm the parties' agreement reached during 2001 contract negotiations to continue the following understandings previously reached regarding the application of the Family and Medical Leave Act of 1993 (FMLA):

All current provisions of the Agreement between the Company and Union and mutually acknowledged practices thereunder pertaining to employee leaves of absence will remain in full force and effect except as modified by effect of law and the specific agreed-to exceptions enumerated below:

1. In determining the 12-month period during which an employee shall be entitled to 12 weeks of leave for FMLA covered purposes the calculation method used will be a "rolling 12-month period" measured backward from the date an employee uses any FMLA leave.

2. Intermittent leaves as defined under FMLA regulations will not be permitted except as medically necessary for the care of the serious health condition of the employee or employee's son, daughter, spouse, or parent.

3. In the event an employee fails to return to work for at least 30 calendar days following expiration of approved FMLA leave, the employee shall reimburse the Company for the cost of maintaining health care benefits during any unpaid portion of the leave. The employee shall not be obligated for reimbursement if the failure to return to work is due to recurrence or continuation of a qualifying serious health condition or is otherwise beyond the employee's control.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #10 - Temporary Loan of Employees

September 25, 2010

This will confirm our understanding reached during 2001 contract negotiations, concerning Temporary Loans of employees to assist in dealing with work backlogs in various job classifications.

We agreed that employees may be temporarily loaned with the following understandings and restrictions:

(1) No such loan will be for more than 90 consecutive calendar days without mutual agreement between Labor Relations and the Union Business Agent.

(2) No employee will be loaned outside of his/her directorate without agreement of Labor Relations and the Union Business Agent.

(3) Management will determine who is eligible for loaning, and from among any volunteers select the senior qualified employee. If none, the least senior qualified from the acceptable loan eligible group will be selected.

(4) Any employee who volunteers and is selected for a temporary loan assignment, will not have their wage rate diminished even if working in a lower ranked job.

The cognizant management will notify the appropriate Union Representative prior to any temporary loan being implemented.

The loaned employee's personnel record will reflect any such assignment.

This letter is effective for the term of the Agreement only. Further effectivity will require mutual agreement of the parties.

For the Union:

Guy Masters
President

For the Company:

R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #11 - Use of Call-In Employees

September 25, 2010

The parties hereby agree to the use by United Space Alliance ("the Company") of "call-in" status employees for the purpose of filling temporary vacancies within the bargaining unit occasioned by leave of absence, or other special circumstances in which the Union may concur from time to time.

The Company's "Acknowledgment of Call-In Status" document which establishes certain terms and conditions of employment for "call-in" employees is incorporated by reference, and the Union will be provided an updated copy of the document should any material revisions to the "Acknowledgment" be made from time to time.

The following additional understandings shall apply:

1. "Call-In" employees covered by this Agreement will be "represented employees" as defined in the CBA and have all rights, privileges and obligations not modified by this Letter of Understanding. The Company will ensure such employees' introduction to the appropriate Union representative within the first week of employment or reemployment.
2. "Call-Ins" shall not be used to fill a temporary vacancy in a classification in which there are employees on the active recall list unless such laid off employees have all first been contacted and declined the recall to the temporary vacancy as regular, full-time employees.
3. The Company shall have the sole right to select employees for hire under this Understanding but will give first opportunity to qualified individuals having recall rights to other classifications within the bargaining unit. Recall rights shall not be affected by an employee's acceptance or refusal of a "call-in" position.
4. "Call-In" employees shall be hired in the entry level classification in the job family in which the vacancy exists and their base rate of pay shall be not less than the minimum for such classification.
5. "Call-In" employees may only work over 40 hours in a week if all regular employees in the group are working or have declined the additional work.
6. The "Supplemental Benefit Payment" referred to in the "Acknowledgment" document shall be calculated as follows:

	Hourly Rate
Medical, Dental, and Vision	2.530
STD (Company Provided - $105)	0.042
Money Purchase Plan	0.825
Life Insurance - 1 ½ Annual Salary (.0070 X Base)	x.xxx
Sick Leave - 96 Hours (.0385 X Base)	x.xxx

Holidays - 12 Days/Year (.0462 X Base)	x.xxx
Vacation - 10 Days/Year (.0385 X Base)	x.xxx
Savings Plan (401K) Company Match (.0360 X Base)	x.xxx
Total Benefit Supplement	$3.397 + (.1606 x Base)

The basis of the calculation is subject to modification from time to time based on applicable changes in its component values. Additionally, the Supplement may be reduced to offset for Company's continuing Retiree Medical Insurance costs for a given employee, as applicable.

7. The Company will give the Union written notice of intent to hire a "call-in" employee identifying the specific vacancy, classification and rate pay, and projected start/end date of the period of employment. A separate notice will be given of the actual termination or extension of the original projected period, if any.

This Letter of Understanding is effective for the term of the current Collective Bargaining Agreement only. Further, effectivity will require mutual agreement of the parties.

For the Union:

Guy Masters
President

For the Company:

R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #12 –
Travel Reimbursement Policies

This is to confirm the understanding reached between the parties during the 2001 contract negotiations regarding application of the Company's travel reimbursement policies.

Travel for seminars and short courses within 90 miles (one way) of an employee's residence, which would not normally be eligible for lodging reimbursement, will be treated on case-by-case basis for allowance of lodging reimbursement when the course length exceeds two days and requires study and/or home work between class periods. This would specifically apply to the Hazardous Material Transportation certification course unless it is provided locally.

For the Union:

Guy Masters
President

For the Company:

R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #13 - USA Awards Program

September 25, 2010

This will confirm the agreement reached between the parties during 2001 contract negotiations regarding participation in the USA Awards Program.

The Company agrees to make participation in its Company-wide awards program available to employees covered under the Collective Bargaining Agreement with the Federation of Private Employees. Any modifications, whether more or less favorable, which may be made to the program during the life of the Agreement shall apply to covered employees without requirement for further negotiation.

For the Union:	For the Company:
Guy Masters President	R.S. Claus Labor Relations

LETTER OF UNDERSTANDING #14 –
Time Away Days/STD Coordination

September 25, 2010

Mr. Guy Masters
President
Federation of Public & Private Employees
1700 N. W. 66th Avenue
Suite 100-A
Plantation, FL 33313

Dear Mr. Masters:

This will confirm the parties' agreement during 2001 contract negotiations regarding coordination of time away hours with short-term disability benefit.

Employees on medical leave of absence may coordinate time away hours and short-term disability on the same basis as formerly done under the annual vacation grant plan after sick leave has been exhausted.

For the Union:

Guy Masters
President

For the Company:

R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #15 – Communication

September 25, 2010

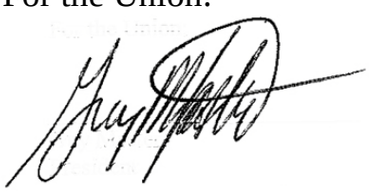
Mr. Guy Masters
President
Federation of Public & Private Employees
1700 N.W. 66th Avenue
Suite 100-A
Plantation, FL. 33313

Dear Mr. Masters:

This will confirm the parties' agreement during 2007 contract negotiations regarding communication between the parties.

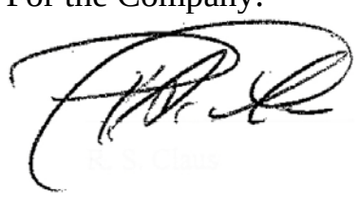
In addition to the "Regular Meeting" outlined in Letter of Understanding #8 of this Agreement, the parties agree to maintain open lines of discussion in an effort to facilitate communication on matters of mutual concern.

For the Union:



Guy Masters
President

For the Company:



R.S. Claus
Labor Relations

LETTER OF UNDERSTANDING #16 – Loss of "Super-Seniority"

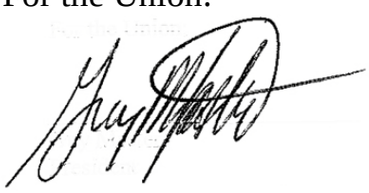
September 25, 2010

Mr. Guy Masters
President
Federation of Public & Private Employees
1700 N.W. 66th Avenue
Suite 100-A
Plantation, FL. 33313

Dear Mr. Masters:

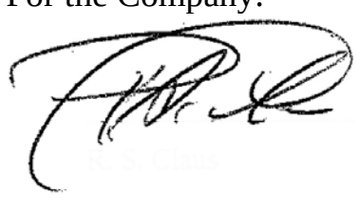
USA and the Federation of Private Employees agree that in the event an employee, who loses seniority privileges granted in accordance with Article V, Section 3 (super seniority) and who but for the seniority privileges granted by that Section would have been laid off previously, shall be allowed to continue to work, despite the fact that a more senior employee may be on layoff. An employee who loses their super seniority and is allowed to work as envisioned hereby may do so until the next layoff, at which time whether the employee will be laid off or allowed to continue to work will be determined by that person's "natural" seniority.

For the Union:



Guy Masters
President

For the Company:



R.S. Claus
Labor Relations

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H = HOLIDAY FOR EMPLOYEES ON REGULAR WORK WEEK
W = GENERAL WAGE INCREASE
A = AUTOMATIC RATE PROGRESSION
■ = END OF CONTRACT

2011

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H = HOLIDAY FOR EMPLOYEES ON REGULAR WORK WEEK
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H = HOLIDAY FOR EMPLOYEES ON REGULAR WORK WEEK
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2013

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