

WD 05-2451 (Rev.-16) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

		Wage Determination No.: 2005-2451
Diane C. Koplewski		Revision No.: 16
Director		Date Of Revision: 06/19/2013

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.66
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		20.33
01020 - Administrative Assistant		21.11
01040 - Court Reporter		17.78
01051 - Data Entry Operator I		12.17
01052 - Data Entry Operator II		13.81
01060 - Dispatcher, Motor Vehicle		17.44
01070 - Document Preparation Clerk		12.44
01090 - Duplicating Machine Operator		12.44
01111 - General Clerk I		11.61
01112 - General Clerk II		14.59
01113 - General Clerk III		16.37
01120 - Housing Referral Assistant		18.54
01141 - Messenger Courier		10.42
01191 - Order Clerk I		13.17
01192 - Order Clerk II		15.74
01261 - Personnel Assistant (Employment) I		16.18
01262 - Personnel Assistant (Employment) II		18.09
01263 - Personnel Assistant (Employment) III		20.18
01270 - Production Control Clerk		20.18
01280 - Receptionist		11.91
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		15.48
01311 - Secretary I		15.48
01312 - Secretary II		17.32
01313 - Secretary III		19.31
01320 - Service Order Dispatcher		17.00
01410 - Supply Technician		21.43
01420 - Survey Worker		15.04
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.54
01533 - Travel Clerk III		14.52
01611 - Word Processor I		12.90
01612 - Word Processor II		15.53
01613 - Word Processor III		17.37
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	18.95
05010 - Automotive Electrician	17.78
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.85
05130 - Motor Equipment Metal Mechanic	18.41
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.70
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	18.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.10
07042 - Cook II	12.33
07070 - Dishwasher	9.05
07130 - Food Service Worker	8.63
07210 - Meat Cutter	13.70
07260 - Waiter/Waitress	8.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.22
09040 - Furniture Handler	12.62
09080 - Furniture Refinisher	17.27
09090 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.47
09130 - Upholsterer	16.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	11.02
11090 - Gardener	14.44
11122 - Housekeeping Aide	12.96
11150 - Janitor	13.61
11210 - Laborer, Grounds Maintenance	12.35
11240 - Maid or Houseman	11.50
11260 - Pruner	12.96
11270 - Tractor Operator	13.53
11330 - Trail Maintenance Worker	12.35
11360 - Window Cleaner	13.78
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	17.33
12012 - Certified Occupational Therapist Assistant	20.79
12015 - Certified Physical Therapist Assistant	18.88
12020 - Dental Assistant	14.32
12025 - Dental Hygienist	23.01
12030 - EKG Technician	22.90
12035 - Electroneurodiagnostic Technologist	22.90
12040 - Emergency Medical Technician	14.04
12071 - Licensed Practical Nurse I	15.31
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	12.39
12130 - Medical Laboratory Technician	16.83
12160 - Medical Record Clerk	14.13
12190 - Medical Record Technician	16.42
12195 - Medical Transcriptionist	14.26
12210 - Nuclear Medicine Technologist	24.86

12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.44
12235 - Optical Dispenser	13.89
12236 - Optical Technician	12.53
12250 - Pharmacy Technician	12.39
12280 - Phlebotomist	14.44
12305 - Radiologic Technologist	23.00
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.75
12313 - Registered Nurse II, Specialist	28.75
12314 - Registered Nurse III	34.78
12315 - Registered Nurse III, Anesthetist	34.78
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	21.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.25
13012 - Exhibits Specialist II	27.77
13013 - Exhibits Specialist III	29.81
13041 - Illustrator I	19.11
13042 - Illustrator II	24.36
13043 - Illustrator III	26.32
13047 - Librarian	24.59
13050 - Library Aide/Clerk	10.34
13054 - Library Information Technology Systems Administrator	20.34
13058 - Library Technician	16.06
13061 - Media Specialist I	16.02
13062 - Media Specialist II	17.92
13063 - Media Specialist III	19.99
13071 - Photographer I	14.36
13072 - Photographer II	18.25
13073 - Photographer III	21.51
13074 - Photographer IV	25.13
13075 - Photographer V	30.38
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.90
14042 - Computer Operator II	17.79
14043 - Computer Operator III	19.84
14044 - Computer Operator IV	22.05
14045 - Computer Operator V	24.41
14071 - Computer Programmer I	(see 1) 22.35
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.90
14160 - Personal Computer Support Technician	22.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.29
15020 - Aircrew Training Devices Instructor (Rated)	31.81
15030 - Air Crew Training Devices Instructor (Pilot)	37.86
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	29.84
15070 - Flight Instructor (Pilot)	37.66
15080 - Graphic Artist	20.56
15090 - Technical Instructor	19.41

15095 - Technical Instructor/Course Developer	23.74
15110 - Test Proctor	16.96
15120 - Tutor	16.96
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.28
16030 - Counter Attendant	9.28
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.28
16090 - Presser, Hand	9.28
16110 - Presser, Machine, Drycleaning	9.28
16130 - Presser, Machine, Shirts	9.28
16160 - Presser, Machine, Wearing Apparel, Laundry	9.28
16190 - Sewing Machine Operator	12.33
16220 - Tailor	13.09
16250 - Washer, Machine	10.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.05
19040 - Tool And Die Maker	22.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.10
21030 - Material Coordinator	19.96
21040 - Material Expediter	19.96
21050 - Material Handling Laborer	18.10
21071 - Order Filler	13.89
21080 - Production Line Worker (Food Processing)	16.10
21110 - Shipping Packer	13.72
21130 - Shipping/Receiving Clerk	13.72
21140 - Store Worker I	13.55
21150 - Stock Clerk	17.17
21210 - Tools And Parts Attendant	16.10
21410 - Warehouse Specialist	16.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.47
23021 - Aircraft Mechanic I	22.54
23022 - Aircraft Mechanic II	23.47
23023 - Aircraft Mechanic III	24.59
23040 - Aircraft Mechanic Helper	17.82
23050 - Aircraft, Painter	22.09
23060 - Aircraft Servicer	19.78
23080 - Aircraft Worker	20.91
23110 - Appliance Mechanic	19.92
23120 - Bicycle Repairer	13.96
23125 - Cable Splicer	26.97
23130 - Carpenter, Maintenance	20.21
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	24.24
23181 - Electronics Technician Maintenance I	21.91
23182 - Electronics Technician Maintenance II	23.12
23183 - Electronics Technician Maintenance III	24.60
23260 - Fabric Worker	19.30
23290 - Fire Alarm System Mechanic	21.02
23310 - Fire Extinguisher Repairer	18.17
23311 - Fuel Distribution System Mechanic	22.44
23312 - Fuel Distribution System Operator	18.49
23370 - General Maintenance Worker	17.81
23380 - Ground Support Equipment Mechanic	22.54
23381 - Ground Support Equipment Servicer	19.78
23382 - Ground Support Equipment Worker	20.91
23391 - Gunsmith I	18.17
23392 - Gunsmith II	20.42
23393 - Gunsmith III	22.54

23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.95
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.69
23430 - Heavy Equipment Mechanic	20.39
23440 - Heavy Equipment Operator	22.45
23460 - Instrument Mechanic	23.17
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	14.78
23510 - Locksmith	18.41
23530 - Machinery Maintenance Mechanic	21.00
23550 - Machinist, Maintenance	20.25
23580 - Maintenance Trades Helper	16.43
23591 - Metrology Technician I	23.17
23592 - Metrology Technician II	24.11
23593 - Metrology Technician III	25.19
23640 - Millwright	25.25
23710 - Office Appliance Repairer	19.71
23760 - Painter, Maintenance	19.35
23790 - Pipefitter, Maintenance	27.98
23810 - Plumber, Maintenance	22.95
23820 - Pneudraulic Systems Mechanic	22.54
23850 - Rigger	22.54
23870 - Scale Mechanic	20.42
23890 - Sheet-Metal Worker, Maintenance	25.78
23910 - Small Engine Mechanic	17.11
23931 - Telecommunications Mechanic I	24.45
23932 - Telecommunications Mechanic II	25.32
23950 - Telephone Lineman	23.55
23960 - Welder, Combination, Maintenance	18.79
23965 - Well Driller	20.23
23970 - Woodcraft Worker	22.54
23980 - Woodworker	15.90
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.71
24580 - Child Care Center Clerk	12.98
24610 - Chore Aide	10.15
24620 - Family Readiness And Support Services Coordinator	12.25
24630 - Homemaker	13.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.99
25040 - Sewage Plant Operator	20.44
25070 - Stationary Engineer	24.99
25190 - Ventilation Equipment Tender	17.79
25210 - Water Treatment Plant Operator	20.44
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.65
27007 - Baggage Inspector	10.28
27008 - Corrections Officer	21.65
27010 - Court Security Officer	22.91
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	21.65
27070 - Firefighter	22.94
27101 - Guard I	10.28
27102 - Guard II	14.84
27131 - Police Officer I	24.82
27132 - Police Officer II	26.93
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.03
28042 - Carnival Equipment Repairer	10.42

28043 - Carnival Equipment Worker	8.54
28210 - Gate Attendant/Gate Tender	13.83
28310 - Lifeguard	10.94
28350 - Park Attendant (Aide)	15.47
28510 - Recreation Aide/Health Facility Attendant	11.29
28515 - Recreation Specialist	16.79
28630 - Sports Official	12.32
28690 - Swimming Pool Operator	18.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.51
29020 - Hatch Tender	21.51
29030 - Line Handler	21.51
29041 - Stevedore I	20.33
29042 - Stevedore II	22.51
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	18.28
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	25.30
30040 - Civil Engineering Technician	21.90
30061 - Drafter/CAD Operator I	18.25
30062 - Drafter/CAD Operator II	20.41
30063 - Drafter/CAD Operator III	22.77
30064 - Drafter/CAD Operator IV	28.00
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.06
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	24.78
30085 - Engineering Technician V	30.31
30086 - Engineering Technician VI	36.67
30090 - Environmental Technician	21.50
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	25.30
30361 - Paralegal/Legal Assistant I	19.93
30362 - Paralegal/Legal Assistant II	24.70
30363 - Paralegal/Legal Assistant III	30.21
30364 - Paralegal/Legal Assistant IV	33.56
30390 - Photo-Optics Technician	26.70
30461 - Technical Writer I	21.84
30462 - Technical Writer II	25.69
30463 - Technical Writer III	28.75
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.77
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.71
31030 - Bus Driver	18.40
31043 - Driver Courier	13.74
31260 - Parking and Lot Attendant	10.49
31290 - Shuttle Bus Driver	14.65
31310 - Taxi Driver	10.92
31361 - Truckdriver, Light	14.65
31362 - Truckdriver, Medium	17.07

31363 - Truckdriver, Heavy	18.69
31364 - Truckdriver, Tractor-Trailer	18.69
99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	10.19
99095 - Embalmer	23.36
99251 - Laboratory Animal Caretaker I	12.22
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	27.76
99410 - Pest Controller	17.04
99510 - Photofinishing Worker	13.23
99710 - Recycling Laborer	18.05
99711 - Recycling Specialist	20.80
99730 - Refuse Collector	16.68
99810 - Sales Clerk	12.12
99820 - School Crossing Guard	10.25
99830 - Survey Party Chief	18.85
99831 - Surveying Aide	11.23
99832 - Surveying Technician	17.13
99840 - Vending Machine Attendant	14.01
99841 - Vending Machine Repairer	16.78
99842 - Vending Machine Repairer Helper	14.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

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 | WASHINGTON D.C. 20210
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 | Wage Determination No.: 2005-2439
 Diane C. Koplewski Division of | Revision No.: 14
 Director Wage Determinations | Date Of Revision: 06/19/2013

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,
 Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.08
01040 - Court Reporter		15.69
01051 - Data Entry Operator I		12.11
01052 - Data Entry Operator II		13.29
01060 - Dispatcher, Motor Vehicle		18.24
01070 - Document Preparation Clerk		12.36
01090 - Duplicating Machine Operator		12.36
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
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01120 - Housing Referral Assistant		17.50
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01420 - Survey Worker		14.05
01531 - Travel Clerk I		13.58
01532 - Travel Clerk II		14.74
01533 - Travel Clerk III		15.86
01611 - Word Processor I		12.90
01612 - Word Processor II		14.48
01613 - Word Processor III		16.19
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.79
05010 - Automotive Electrician		17.35

05040	- Automotive Glass Installer	16.16
05070	- Automotive Worker	16.54
05110	- Mobile Equipment Servicer	14.57
05130	- Motor Equipment Metal Mechanic	18.14
05160	- Motor Equipment Metal Worker	16.54
05190	- Motor Vehicle Mechanic	18.14
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.72
05280	- Motor Vehicle Wrecker	16.54
05310	- Painter, Automotive	18.65
05340	- Radiator Repair Specialist	16.54
05370	- Tire Repairer	12.48
05400	- Transmission Repair Specialist	18.14
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.89
07041	- Cook I	11.30
07042	- Cook II	12.78
07070	- Dishwasher	9.03
07130	- Food Service Worker	9.63
07210	- Meat Cutter	15.32
07260	- Waiter/Waitress	9.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.14
09040	- Furniture Handler	11.65
09080	- Furniture Refinisher	15.14
09090	- Furniture Refinisher Helper	12.25
09110	- Furniture Repairer, Minor	13.73
09130	- Upholsterer	15.14
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.58
11060	- Elevator Operator	11.27
11090	- Gardener	15.72
11122	- Housekeeping Aide	11.27
11150	- Janitor	11.27
11210	- Laborer, Grounds Maintenance	13.06
11240	- Maid or Houseman	9.64
11260	- Pruner	12.52
11270	- Tractor Operator	14.99
11330	- Trail Maintenance Worker	13.06
11360	- Window Cleaner	12.27
12000	- Health Occupations	
12010	- Ambulance Driver	18.48
12011	- Breath Alcohol Technician	17.13
12012	- Certified Occupational Therapist Assistant	23.51
12015	- Certified Physical Therapist Assistant	23.51
12020	- Dental Assistant	17.52
12025	- Dental Hygienist	36.40
12030	- EKG Technician	28.16
12035	- Electroneurodiagnostic Technologist	28.16
12040	- Emergency Medical Technician	18.48
12071	- Licensed Practical Nurse I	15.32
12072	- Licensed Practical Nurse II	17.13
12073	- Licensed Practical Nurse III	19.11
12100	- Medical Assistant	15.37
12130	- Medical Laboratory Technician	16.86
12160	- Medical Record Clerk	14.08
12190	- Medical Record Technician	15.75
12195	- Medical Transcriptionist	16.84
12210	- Nuclear Medicine Technologist	37.66
12221	- Nursing Assistant I	9.88

12222 - Nursing Assistant II	11.11
12223 - Nursing Assistant III	12.12
12224 - Nursing Assistant IV	13.60
12235 - Optical Dispenser	15.26
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	16.80
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	28.82
12311 - Registered Nurse I	22.98
12312 - Registered Nurse II	28.11
12313 - Registered Nurse II, Specialist	28.11
12314 - Registered Nurse III	34.01
12315 - Registered Nurse III, Anesthetist	34.01
12316 - Registered Nurse IV	40.76
12317 - Scheduler (Drug and Alcohol Testing)	21.23
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.45
13012 - Exhibits Specialist II	24.11
13013 - Exhibits Specialist III	29.49
13041 - Illustrator I	19.45
13042 - Illustrator II	24.11
13043 - Illustrator III	29.49
13047 - Librarian	26.69
13050 - Library Aide/Clerk	14.56
13054 - Library Information Technology Systems Administrator	24.11
13058 - Library Technician	16.92
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.45
13063 - Media Specialist III	21.70
13071 - Photographer I	16.33
13072 - Photographer II	18.27
13073 - Photographer III	22.63
13074 - Photographer IV	27.04
13075 - Photographer V	32.74
13110 - Video Teleconference Technician	15.87
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.85
14042 - Computer Operator II	17.17
14043 - Computer Operator III	19.10
14044 - Computer Operator IV	21.21
14045 - Computer Operator V	23.56
14071 - Computer Programmer I	19.56
14072 - Computer Programmer II	24.77
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.85
14160 - Personal Computer Support Technician	25.15
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.87
15020 - Aircrew Training Devices Instructor (Rated)	31.49
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	27.87
15060 - Educational Technologist	32.39
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	22.64
15090 - Technical Instructor	18.54

15095 - Technical Instructor/Course Developer	24.26
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	12.53
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	13.46
16220 - Tailor	14.40
16250 - Washer, Machine	10.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.85
19040 - Tool And Die Maker	22.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.04
21030 - Material Coordinator	18.40
21040 - Material Expediter	18.40
21050 - Material Handling Laborer	12.69
21071 - Order Filler	12.26
21080 - Production Line Worker (Food Processing)	15.04
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.60
21150 - Stock Clerk	16.34
21210 - Tools And Parts Attendant	15.04
21410 - Warehouse Specialist	15.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.90
23021 - Aircraft Mechanic I	21.81
23022 - Aircraft Mechanic II	22.90
23023 - Aircraft Mechanic III	24.05
23040 - Aircraft Mechanic Helper	15.62
23050 - Aircraft, Painter	19.91
23060 - Aircraft Servicer	18.91
23080 - Aircraft Worker	19.54
23110 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.43
23125 - Cable Splicer	23.14
23130 - Carpenter, Maintenance	22.27
23140 - Carpet Layer	17.77
23160 - Electrician, Maintenance	26.96
23181 - Electronics Technician Maintenance I	23.66
23182 - Electronics Technician Maintenance II	25.03
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	18.14
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	17.02
23311 - Fuel Distribution System Mechanic	21.04
23312 - Fuel Distribution System Operator	16.66
23370 - General Maintenance Worker	16.48
23380 - Ground Support Equipment Mechanic	21.81
23381 - Ground Support Equipment Servicer	19.91
23382 - Ground Support Equipment Worker	19.54
23391 - Gunsmith I	17.02
23392 - Gunsmith II	19.26

23393 - Gunsmith III	21.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.77
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.79
23430 - Heavy Equipment Mechanic	22.86
23440 - Heavy Equipment Operator	20.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	20.37
23470 - Laborer	11.52
23510 - Locksmith	20.37
23530 - Machinery Maintenance Mechanic	22.71
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.48
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.60
23593 - Metrology Technician III	23.73
23640 - Millwright	21.50
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	27.76
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	21.50
23850 - Rigger	21.50
23870 - Scale Mechanic	19.26
23890 - Sheet-Metal Worker, Maintenance	24.88
23910 - Small Engine Mechanic	18.85
23931 - Telecommunications Mechanic I	26.27
23932 - Telecommunications Mechanic II	27.62
23950 - Telephone Lineman	21.50
23960 - Welder, Combination, Maintenance	15.19
23965 - Well Driller	19.84
23970 - Woodcraft Worker	21.50
23980 - Woodworker	17.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.24
24580 - Child Care Center Clerk	14.01
24610 - Chore Aide	10.18
24620 - Family Readiness And Support Services Coordinator	13.92
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.14
25040 - Sewage Plant Operator	23.42
25070 - Stationary Engineer	23.14
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	23.42
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.59
27007 - Baggage Inspector	11.19
27008 - Corrections Officer	21.67
27010 - Court Security Officer	21.67
27030 - Detection Dog Handler	15.86
27040 - Detention Officer	21.67
27070 - Firefighter	22.48
27101 - Guard I	11.19
27102 - Guard II	15.86
27131 - Police Officer I	24.72
27132 - Police Officer II	27.46
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.65
28042 - Carnival Equipment Repairer	14.51
28043 - Carnival Equipment Worker	11.13
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	18.87
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.11
29020 - Hatch Tender	21.11
29030 - Line Handler	21.11
29041 - Stevedore I	19.99
29042 - Stevedore II	22.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.62
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.29
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.57
30030 - Cartographic Technician	22.57
30040 - Civil Engineering Technician	23.84
30061 - Drafter/CAD Operator I	16.29
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.32
30064 - Drafter/CAD Operator IV	25.00
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	19.99
30084 - Engineering Technician IV	24.76
30085 - Engineering Technician V	30.29
30086 - Engineering Technician VI	36.65
30090 - Environmental Technician	22.57
30210 - Laboratory Technician	20.32
30240 - Mathematical Technician	22.57
30361 - Paralegal/Legal Assistant I	19.17
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.05
30364 - Paralegal/Legal Assistant IV	35.16
30390 - Photo-Optics Technician	22.57
30461 - Technical Writer I	18.44
30462 - Technical Writer II	22.56
30463 - Technical Writer III	27.29
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Pro	20.32 (see 2)

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 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 | Wage Determination No.: 2005-2573
 | Revision No.: 16
 Diane C. Koplewski Division of |
 Director Wage Determinations | Date Of Revision: 06/19/2013

States: Kentucky, Ohio, West Virginia

Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson,
 Lawrence, Lewis, Magoffin, Martin, Pike
 Ohio Counties of Monroe, Morgan, Noble, Washington
 West Virginia - All Counties except : Berkeley, Jefferson
 Note: West Virginia include all counties except Berkeley and Jefferson counties.

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.30
01012 - Accounting Clerk II		18.04
01013 - Accounting Clerk III		20.19
01020 - Administrative Assistant		18.16
01040 - Court Reporter		21.39
01051 - Data Entry Operator I		11.63
01052 - Data Entry Operator II		12.69
01060 - Dispatcher, Motor Vehicle		14.02
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		11.33
01112 - General Clerk II		12.37
01113 - General Clerk III		13.88
01120 - Housing Referral Assistant		14.85
01141 - Messenger Courier		10.02
01191 - Order Clerk I		11.17
01192 - Order Clerk II		13.28
01261 - Personnel Assistant (Employment) I		16.55
01262 - Personnel Assistant (Employment) II		18.51
01263 - Personnel Assistant (Employment) III		20.65
01270 - Production Control Clerk		17.72
01280 - Receptionist		9.81
01290 - Rental Clerk		11.99
01300 - Scheduler, Maintenance		11.99
01311 - Secretary I		11.99
01312 - Secretary II		13.41
01313 - Secretary III		14.63
01320 - Service Order Dispatcher		13.19
01410 - Supply Technician		18.16
01420 - Survey Worker		13.41
01531 - Travel Clerk I		12.77
01532 - Travel Clerk II		13.63
01533 - Travel Clerk III		14.53
01611 - Word Processor I		13.64
01612 - Word Processor II		15.31
01613 - Word Processor III		16.78

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	15.24
05010 - Automotive Electrician	14.72
05040 - Automotive Glass Installer	14.22
05070 - Automotive Worker	14.22
05110 - Mobile Equipment Servicer	13.17
05130 - Motor Equipment Metal Mechanic	15.24
05160 - Motor Equipment Metal Worker	14.22
05190 - Motor Vehicle Mechanic	15.24
05220 - Motor Vehicle Mechanic Helper	12.61
05250 - Motor Vehicle Upholstery Worker	13.72
05280 - Motor Vehicle Wrecker	14.22
05310 - Painter, Automotive	14.72
05340 - Radiator Repair Specialist	14.22
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.25
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.16
07041 - Cook I	9.11
07042 - Cook II	10.44
07070 - Dishwasher	7.77
07130 - Food Service Worker	8.57
07210 - Meat Cutter	12.29
07260 - Waiter/Waitress	8.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.93
09040 - Furniture Handler	11.58
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.68
11060 - Elevator Operator	8.73
11090 - Gardener	11.52
11122 - Housekeeping Aide	9.27
11150 - Janitor	9.38
11210 - Laborer, Grounds Maintenance	9.31
11240 - Maid or Houseman	8.40
11260 - Pruner	8.73
11270 - Tractor Operator	10.65
11330 - Trail Maintenance Worker	9.31
11360 - Window Cleaner	10.37
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.47
12012 - Certified Occupational Therapist Assistant	21.71
12015 - Certified Physical Therapist Assistant	18.46
12020 - Dental Assistant	12.57
12025 - Dental Hygienist	22.28
12030 - EKG Technician	18.60
12035 - Electroneurodiagnostic Technologist	18.60
12040 - Emergency Medical Technician	12.02
12071 - Licensed Practical Nurse I	13.59
12072 - Licensed Practical Nurse II	15.20
12073 - Licensed Practical Nurse III	16.95
12100 - Medical Assistant	10.61
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	11.43
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.40

12210 - Nuclear Medicine Technologist	27.32
12221 - Nursing Assistant I	9.91
12222 - Nursing Assistant II	11.14
12223 - Nursing Assistant III	12.16
12224 - Nursing Assistant IV	13.62
12235 - Optical Dispenser	14.94
12236 - Optical Technician	11.02
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.64
12305 - Radiologic Technologist	20.10
12311 - Registered Nurse I	20.57
12312 - Registered Nurse II	25.16
12313 - Registered Nurse II, Specialist	25.16
12314 - Registered Nurse III	30.44
12315 - Registered Nurse III, Anesthetist	30.44
12316 - Registered Nurse IV	36.48
12317 - Scheduler (Drug and Alcohol Testing)	17.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.85
13012 - Exhibits Specialist II	18.41
13013 - Exhibits Specialist III	22.52
13041 - Illustrator I	14.85
13042 - Illustrator II	18.41
13043 - Illustrator III	22.52
13047 - Librarian	20.38
13050 - Library Aide/Clerk	8.56
13054 - Library Information Technology Systems Administrator	18.41
13058 - Library Technician	14.75
13061 - Media Specialist I	13.28
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.57
13071 - Photographer I	13.62
13072 - Photographer II	15.23
13073 - Photographer III	18.87
13074 - Photographer IV	23.08
13075 - Photographer V	27.93
13110 - Video Teleconference Technician	13.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.63
14042 - Computer Operator II	16.37
14043 - Computer Operator III	18.25
14044 - Computer Operator IV	20.28
14045 - Computer Operator V	22.45
14071 - Computer Programmer I	(see 1) 18.27
14072 - Computer Programmer II	(see 1) 22.64
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.63
14160 - Personal Computer Support Technician	20.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.32
15020 - Aircrew Training Devices Instructor (Rated)	34.26
15030 - Air Crew Training Devices Instructor (Pilot)	41.00
15050 - Computer Based Training Specialist / Instructor	28.11
15060 - Educational Technologist	23.29
15070 - Flight Instructor (Pilot)	41.00
15080 - Graphic Artist	18.11

15090 - Technical Instructor	17.34
15095 - Technical Instructor/Course Developer	21.61
15110 - Test Proctor	15.38
15120 - Tutor	15.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.21
16030 - Counter Attendant	9.21
16040 - Dry Cleaner	11.65
16070 - Finisher, Flatwork, Machine	9.21
16090 - Presser, Hand	9.21
16110 - Presser, Machine, Drycleaning	9.21
16130 - Presser, Machine, Shirts	9.21
16160 - Presser, Machine, Wearing Apparel, Laundry	9.21
16190 - Sewing Machine Operator	12.45
16220 - Tailor	13.23
16250 - Washer, Machine	9.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.78
19040 - Tool And Die Maker	19.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.30
21030 - Material Coordinator	17.72
21040 - Material Expediter	17.72
21050 - Material Handling Laborer	10.73
21071 - Order Filler	10.71
21080 - Production Line Worker (Food Processing)	15.30
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	13.86
21140 - Store Worker I	11.95
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	15.30
21410 - Warehouse Specialist	15.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.20
23021 - Aircraft Mechanic I	22.05
23022 - Aircraft Mechanic II	23.20
23023 - Aircraft Mechanic III	24.21
23040 - Aircraft Mechanic Helper	17.81
23050 - Aircraft, Painter	20.59
23060 - Aircraft Servicer	19.35
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	17.29
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	24.87
23130 - Carpenter, Maintenance	17.29
23140 - Carpet Layer	16.79
23160 - Electrician, Maintenance	22.17
23181 - Electronics Technician Maintenance I	15.53
23182 - Electronics Technician Maintenance II	21.96
23183 - Electronics Technician Maintenance III	23.04
23260 - Fabric Worker	15.42
23290 - Fire Alarm System Mechanic	18.13
23310 - Fire Extinguisher Repairer	15.15
23311 - Fuel Distribution System Mechanic	19.94
23312 - Fuel Distribution System Operator	15.50
23370 - General Maintenance Worker	16.23
23380 - Ground Support Equipment Mechanic	22.05
23381 - Ground Support Equipment Servicer	19.35
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	15.00
23392 - Gunsmith II	17.19

23393 - Gunsmith III	19.19
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.13
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.08
23430 - Heavy Equipment Mechanic	18.91
23440 - Heavy Equipment Operator	18.13
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	18.30
23470 - Laborer	10.73
23510 - Locksmith	17.29
23530 - Machinery Maintenance Mechanic	20.05
23550 - Machinist, Maintenance	18.31
23580 - Maintenance Trades Helper	13.15
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.59
23593 - Metrology Technician III	23.35
23640 - Millwright	19.65
23710 - Office Appliance Repairer	17.29
23760 - Painter, Maintenance	17.29
23790 - Pipefitter, Maintenance	20.73
23810 - Plumber, Maintenance	20.73
23820 - Pneudraulic Systems Mechanic	19.19
23850 - Rigger	19.65
23870 - Scale Mechanic	17.19
23890 - Sheet-Metal Worker, Maintenance	18.97
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	22.73
23932 - Telecommunications Mechanic II	23.93
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	18.13
23965 - Well Driller	21.12
23970 - Woodcraft Worker	19.19
23980 - Woodworker	15.46
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.21
24580 - Child Care Center Clerk	9.80
24610 - Chore Aide	7.80
24620 - Family Readiness And Support Services Coordinator	9.12
24630 - Homemaker	10.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.38
25040 - Sewage Plant Operator	16.85
25070 - Stationary Engineer	21.38
25190 - Ventilation Equipment Tender	14.03
25210 - Water Treatment Plant Operator	16.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.72
27007 - Baggage Inspector	9.99
27008 - Corrections Officer	15.11
27010 - Court Security Officer	15.70
27030 - Detection Dog Handler	11.31
27040 - Detention Officer	15.11
27070 - Firefighter	16.40
27101 - Guard I	9.99
27102 - Guard II	11.31
27131 - Police Officer I	16.86
27132 - Police Officer II	18.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.09

28042	- Carnival Equipment Repairer	10.57
28043	- Carnival Equipment Worker	8.26
28210	- Gate Attendant/Gate Tender	13.60
28310	- Lifeguard	11.34
28350	- Park Attendant (Aide)	15.03
28510	- Recreation Aide/Health Facility Attendant	11.10
28515	- Recreation Specialist	14.69
28630	- Sports Official	10.67
28690	- Swimming Pool Operator	13.36
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	16.35
29020	- Hatch Tender	16.35
29030	- Line Handler	16.35
29041	- Stevedore I	15.33
29042	- Stevedore II	17.40
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	18.95
30022	- Archeological Technician II	20.83
30023	- Archeological Technician III	26.27
30030	- Cartographic Technician	26.27
30040	- Civil Engineering Technician	18.42
30061	- Drafter/CAD Operator I	18.95
30062	- Drafter/CAD Operator II	21.20
30063	- Drafter/CAD Operator III	23.64
30064	- Drafter/CAD Operator IV	27.30
30081	- Engineering Technician I	15.68
30082	- Engineering Technician II	17.59
30083	- Engineering Technician III	22.90
30084	- Engineering Technician IV	25.79
30085	- Engineering Technician V	31.55
30086	- Engineering Technician VI	38.17
30090	- Environmental Technician	17.30
30210	- Laboratory Technician	25.55
30240	- Mathematical Technician	26.27
30361	- Paralegal/Legal Assistant I	17.61
30362	- Paralegal/Legal Assistant II	21.35
30363	- Paralegal/Legal Assistant III	26.14
30364	- Paralegal/Legal Assistant IV	31.63
30390	- Photo-Optics Technician	26.27
30461	- Technical Writer I	20.51
30462	- Technical Writer II	25.09
30463	- Technical Writer III	30.35
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.64
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	26.27
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	8.80
31030	- Bus Driver	12.09
31043	- Driver Courier	10.51
31260	- Parking and Lot Attendant	8.62
31290	- Shuttle Bus Driver	11.32
31310	- Taxi Driver	8.94
31361	- Truckdriver, Light	11.32

31362 - Truckdriver, Medium	12.69
31363 - Truckdriver, Heavy	15.02
31364 - Truckdriver, Tractor-Trailer	15.02
99000 - Miscellaneous Occupations	
99030 - Cashier	7.80
99050 - Desk Clerk	8.20
99095 - Embalmer	20.91
99251 - Laboratory Animal Caretaker I	9.21
99252 - Laboratory Animal Caretaker II	9.92
99310 - Mortician	30.90
99410 - Pest Controller	13.35
99510 - Photofinishing Worker	10.65
99710 - Recycling Laborer	11.68
99711 - Recycling Specialist	13.46
99730 - Refuse Collector	10.58
99810 - Sales Clerk	10.77
99820 - School Crossing Guard	10.14
99830 - Survey Party Chief	18.51
99831 - Surveying Aide	11.45
99832 - Surveying Technician	15.72
99840 - Vending Machine Attendant	11.40
99841 - Vending Machine Repairer	12.83
99842 - Vending Machine Repairer Helper	11.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2007-1011
Revision No.: 3
Date Of Last Revision: 10/30/2012

State: West Virginia

Area: Monongalia

Employed on National Energy Technology Laboratory, Department of Energy contract for Research and Development Support Services.

Collective Bargaining Agreement between contractor: Parsons RDS Inc., and union: United Mine Workers of America Local 1717, effective 1/1/2012 through 2/28/2015 and amended on 9/11/2012.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**URS for the RES contract at the URS - NETL
Morgantown Site**

AND THE

UNITED MINE WORKERS OF AMERICA

Local 1717

JANUARY 1, 2012 THROUGH FEBRUARY 28, 2015

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ARTICLE 1 – PURPOSE

1. It is the intent and purpose of URS (URS or the “Company”) and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.
2. The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company’s business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company’s contract with the government so that the Employees and the Company may mutually benefit.
3. Except as specified in this Agreement, the Union and the Employees it represents are not waving rights which exist under the National Labor Relations Act to bargain over Employees’ wages, hours, and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.
4. The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE 2- SCOPE AND COVERAGE

1. The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company’s Employees regularly assigned to the following bargaining unit, all full-time, regular part-time and temporary Engineering Technicians I, II, III, IV and V, Stationary Engineering Technicians 1,2,3,4,5 and ES&H Technicians 1,2,3,4 and 5, Facilities Maintenance Technicians 1,2,3,4 and 5, and Quality Specialists employed by the Employer at its Morgantown, WV Facility on the Research Facility Operations Contract or any successor contracts.
2. Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE 3 - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of URS at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate.

- (a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (1) The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
 - (2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

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

- (a) To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- (b) 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 the Agreement.
- (c) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- (d) The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other

Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 – Check off

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE 4 - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "A". Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

The Company shall pay a shift differential of 5% for the second shift and 7% for the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned via written documentation by his/her supervisor to work and does work independently for a period of three (3) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job.

Section 5 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 6 - Tuition Refund

Tuition refund will be provided in accordance with URS's corporate policy at the time of this Agreement.

Section 7 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by Company (e.g. Safety programs, labor management cooperative programs, etc.).

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1 All grievances that may arise will be handled in the following manner. Any written grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

Step 1 Prior to processing any written grievance, any Employee who believes he/she has a grievance must discuss it with his immediate manager, with the option of having his/her steward present. If the Employee is dissatisfied with the answer given by his/her manager or no answer is given within five (5) normal working days, Step 2 will be followed.

Step 2 The Employee and his/her steward shall present to the Human Resources Representative a written grievance form which has been approved by the Union and the Company stating what the grievance is and the remedy sought. If the Human Resource representative's decision is not acceptable, or is not given within five (5) normal workdays, Step 3 will be followed.

Step 3 The grievance shall be forwarded by the Union steward to the Operations Manager or his designated representative within five (5) normal workdays after the Human Resource Representative's unacceptable written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his/her designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not acceptable or is not given within five (5) normal workdays, Step 4 will be followed.

Step 4 The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service submit a list of nine (9) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

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

Section 6

Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article 7 Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article 5 Section 1, Step 4 Grievance Procedure as it pertains to the Arbitrator selection process and the actual arbitration shall be held within seven days from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

ARTICLE 6 - DISCIPLINARY PROGRAM AND DISCHARGE

Disciplinary Program

- 1.) No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- | | |
|---------------------------------|--|
| <u>1. First Offense</u> | Verbal warning, record on file with Manager and Local Steward. |
| <u>2. Second Offense</u> | Written warning with record on file with the Human Resource Office, copy given to the Local Union Steward. |
| <u>3. Third Offense</u> | Two working days off without pay, record on file with the Human Resources Office, copy to the Local Union Steward. |
| <u>4. Fourth Offense</u> | Discharge |

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in unlawful treatment, injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following;

1. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer or Employee property.
4. Intentional destruction of Government, Employer or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.
7. Sexual harassment.

8. Insubordination and/or the use of foul language toward supervision, a client, a visitor, a subcontractor, or other person.
9. Fighting, assault, or other disorderly conduct that endangers the safety of a person or property.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year.

Section 11 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of their manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- 1.) Unexcused absence or tardy / first occurrence / Verbal warning.
- 2.) Unexcused absence or tardy / second occurrence / Written warning.
- 3.) Unexcused absence or tardy / third occurrence / 3 day suspension.
- 4.) Unexcused absence or tardy / fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE 7 - DISCHARGE/ARBITRATION

Section 1 - Discharge

In cases of Discharge, the Company shall notify the Local Union President and/or Union stewards of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, all discharges will be called in for immediate Arbitration.

ARTICLE 8 - HOURS AND OVERTIME

- Section 1** When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.
- Section 2** A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.
- Section 3** The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.
- Section 4** For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 5 Regular Work Week

The regular work week for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday and Sunday), except for shift work which may be five (5) consecutive workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 6 Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. For Employees working a Regular Work Week, work in excess of eight (8) hours shall be paid at time and one half. First shift shall be 7:00 a.m. until 3:00 p.m. Second shift shall be from 3:00 p.m. till 11:00 p.m. Third shift shall be 11:00 p.m. until 7:00 a.m.

Section 7 Overtime Distribution Policy

a) Purpose

The Company will make every reasonable effort to divide work among the Employees by classification and shift as impartially as is practicable. In doing this, it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and efficient operation.

b) Procedures

Step 1 In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

Step 2 Employees will be selected for the overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

Step 3 The necessity for the Company to work overtime to provide rapid response to emergencies is recognized in order to meet customer service requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employee's best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Scheduled Overtime

Employees who do not want to be considered for overtime work will declare that fact and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If these Employees desire to return to the distribution of overtime, they will be credited as having the highest overtime, plus one hour, in their classification.

d) Emergency Overtime

Emergency overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e) New Hires

On the hire date, new Employees will be credited with the highest overtime hours, plus one hour in the classification for distribution purposes.

f) Record Keeping

A written record of overtime worked by Employees will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt efficient operation.

g) Time Sheets

This policy is for distribution of overtime hours worked. For pay purposes, overtime hours are the hours recorded on the time sheet.

h) **Implementation of Policy**

To begin the overtime distribution process the Company will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

Section 8 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customers' needs. The Union and affected Employees will be given five working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed the Employees with the most seniority will be awarded the four/ten's provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/ten's provided they have the necessary skills to perform the job. On this four/ten shift Employees will be paid time and one half of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Section 9 -- Altered Work Schedule (AWS)

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 10 - Overtime Calculations

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one half (2 ½) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 11 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 12 -- Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 13 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive administrative leave only when reimbursement is allowed by the DOE. When administrative leave is granted by DOE to federal employees at the site, Employees covered by this Agreement will also receive administrative leave regardless of reimbursement by DOE.

ARTICLE 9- SENIORITY

Section 1 -- Seniority

- a) Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with URS and all predecessor employers.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.
- d) A probationary period of ninety (90) calendar days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

In instances where an employee of Gold Belt Eagle (GbE) on the SOS-2 contract, who has at least 12 months of continuous GbE service at NETL, voluntarily terminates his/her employment, or is laid off due to a reduction in force and is subsequently hired by URS on the RES contract (within a 6 month period of voluntary termination or lay off due to reduction in force) the Company (URS) agrees to waive the probationary period for the new employee. Any employee employed by GbE on the SOS-2 contract prior to July 2, 2012 shall not be required to have fulfilled the 12 month requirement.

Section 2 - Layoff

The Company will determine the time of layoffs and the number of Employees to be laid off and in what job classifications layoffs will occur.

- 1) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.
- 2) An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- 3) In the case of a layoff, probationary Employees shall be laid off first.
- 4) If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- (1) Discharge for just cause, quit, retirement, or resignation;
- (2) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.

- (3) Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- (4) Failure to return to work upon expiration of a leave of absence;
- (5) Absence in excess of eighteen (18) months due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the Employee must present appropriate documentation verifying their availability date and medical release.

Section 4 – Recall

a) Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

b) Notice to Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the job that is bid within 60

days, regardless of the reason, and later decides to fill that vacancy, the bid must be reposted before the job can be awarded.

Section 6 - Selection

From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior Employee. If two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all Employees. All employees will be required to submit a resume when submitting a job bid. These resumes shall be one of the criteria the Company will use in determining the successful candidate for the position.

ARTICLE 10 - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day

- 8. Veteran's Day
- 9. Thanksgiving Day
- 10. Christmas Day

Holidays that fall on Sunday will be observed on the following Monday and
Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state on the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1 1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE 11 – PERSONAL LEAVE

Section 1. Personal Leave

<u>Years of Full Time Service</u>	<u>Accrual Rate</u>
Less than two years	12 days
Two to five years	15 days
Five to ten years	18 days
Ten to fifteen years	21 days
Fifteen to twenty years	24 days
Twenty to thirty years	27 days
Over Thirty years	30 days

- a) All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.
- b) Employees may carry over a maximum of 288 hours of personal leave from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c) Employees will begin to accrue leave at the higher rate beginning with the first pay period of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

Section 2 – Catastrophic Leave

Employees will continue to accrue 3.3 hours of catastrophic leave per month into their leave account. Current catastrophic leave accumulation will be carried forth into this Agreement. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy, and shall be revised in consultation with the Union.

Additional Clarification:

- (a) Leave may be used at the employee's discretion except as limited by the following understandings:
- (b) Leave may not be taken the day before or the day following a scheduled vacation, a contractual holiday, or any scheduled federal administrative leave day.
- (c) Leave may be taken in increments of one hour with prior approval. Leave may be taken in separate one (1) day increments up to five (5) days without a doctor's note being required. Consecutive days of more than three (3) will be allowed only with documentation from an attending physician.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his/her regular rate, provided it is established that he/she attended the funeral.

Section 2 - Severance Pay

- a. Severance applies to regular full-time employees. Temporary Part Time employees and Temporary Full Time employees are not eligible for severance pay. An employee who resigns his position with the Company will not receive severance pay.
- b. An employee whose employment is terminated due to business conditions or a reorganization that eliminates his position will be given severance pay. Severance will be calculated at one week's pay (Basic Weekly Earnings) per year of service to a maximum of 20 weeks (minimum of one week will be paid).
- c. If an employee who has previously received severance pay is rehired and subsequently terminated, his/her severance pay will be calculated on Years of Service from his/her most recent date of rehire. Severance pay is not provided when termination results from a change in contractor and Comparable employment has been offered with the successor contractor or organization.

Section 3 - Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time Employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Union Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the Employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE 13 - MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
3. Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline Employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be

permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.

7. It is understood by the Company and agreed to by the Union, that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.
8. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE 14 - PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE 15 - BULLETIN BOARDS

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE 16 - SAFETY

Section 1

The Company will comply with all applicable health and safety laws and regulations and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

Section 2

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3

All Employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (EH&S). Any new Safety policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5

In cases involving major accidents or fatalities of bargaining unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

ARTICLE 17 - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The Employees and the manner in which they are trained, will be determined by the Company.

ARTICLE 18 -- SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

1. The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.
2. The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

ARTICLE 20 - TEMPORARY/PART TIME EMPLOYEES

Section 1

A part time employee shall be defined as an employee who is normally scheduled thirty (30) hours or less per week. Part-time Employees will receive an amount in lieu of health and welfare benefits, which is determined by the Service Contract Act, effective wage determination according to the Company's contract in place at the time of employment. Part-time Employees are covered by the terms and conditions of this Agreement; however, they will not receive Holiday and Vacation Benefits.

Section 2

A Temporary employee shall be defined as an employee who is hired to perform a specific job for a designated period of time, not to exceed one hundred seventy-nine (179) working days. Work classification assignments of Temporary employees will be determined by the Company. Notification of the hiring of a Temporary employee and the job assignment assigned to him/her will be provided to the shop steward. In the event that an adjustment or continuation of a temporary employee is necessary, the initial one hundred seventy-nine (179) working days period may be extended by an agreement of both parties. Temporary employees shall not be covered by the terms and conditions of this Agreement and are non-represented employees.

ARTICLE 21 - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Employer agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on its membership.

ARTICLE 22 - HEALTH BENEFITS

Section 1 - Health Care

Plan general outline attached as Appendix "C". Plan carrier is at the discretion of the Employer, but changes in the level of benefits shall be made subject to the collective bargaining process.

(a) First Full Year of the Agreement- January 1, 2012 to December 31, 2012

Combined Health and Dental care rates shall be set at:

Morgantown:
\$64.14 bi-weekly for Employee plus two or more
\$25.86 bi-weekly for Employee plus one
\$7.76 bi-weekly employee only

(b) Second and Third Full Year of the Agreement - January 1, 2013 to December 31, 2014

In the event that health care costs increase or decrease, the Employer and Employees shall share the cost, such that the Employer shall pay *ninety-two (92) percent* of the cost and Employees shall pay *eight (8) percent* of the cost.

Section 2 – Waiver of Health Care Benefits

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following:

For waiver of individual only coverage, the employee will receive \$850.00 per year. For waiver of both individual and family coverage when the employee would be eligible for such coverage, the employee will receive \$1700.00 per year. For waiver of Family coverage only, when the employee has a family and is eligible for Family coverage but maintains single coverage, the employee will receive \$850.00.

ARTICLE 23 - SCHEDULE OF OTHER BENEFITS

Section 1 - Life Insurance and AD&D

The Company will provide Life insurance as currently stated in the *URS* policy, equal to *one (1)* times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the *URS* policy, equal to *one (1)* times the Employee's annual salary rounded up to the next thousand dollars.

Section 2 - Long Term Disability

Employees may participate in the Company's Long Term Disability (LTD) Insurance Program as described in the Company Long Term Disability policy. Currently, the program provides for payment of 60% of lost income minus social security and other benefits. Maximum monthly benefit is \$5000.

Section 3 - Retirement/401K Savings Plan

The Employer agrees to establish a 401K Savings and Investment Plan (the "Plan") and employees covered by this agreement shall be allowed to elect to participate in the Plan

subject to the terms of the Plan. The Plan shall be established and handled by a reputable investment company and administered by them under arrangements with the Employer pursuant to Plan terms. The Plan shall include the following features subject to specific Plan language and applicable laws and regulations:

1. Funding for each employee's account in the 401K Savings and Investment Plan shall consist of any contributions the employee chooses to make from his/her pay up to a certain yearly maximum and any Company matching contributions as described below.
2. An employee who elects to participate in the 401K Savings and Investment Plan may elect to set aside a portion of his/her pay each pay period to be placed into a plan account up to a yearly maximum.
 - (a) Should the Employee choose to apply a portion of his/her pay as outlined in (2) above, the Company will contribute one (\$1.00) for every dollar set aside by the employee up to six (6) percent of the employee's salary.
 - (b) These contributions will be placed into the employee's account each pay period.
3. The Employer agrees that it will bear the costs associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Employer pursuant to this Agreement.
4. The 401K Savings and Investment Plan shall offer a diverse selection of investment *options* in which an Employee may choose to invest his/her monies.

Section 4 - Short Term Disability

The Company will provide A&S insurance as stated in the current Company policy, equal to sixty (60) percent of the employee's hourly base rate of pay for up to twenty-five (25) weeks after one calendar week waiting period.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall take effect January 1, 2012, and shall remain in effect through February 28, 2015 and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to March 1, 2015.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 11th Day of September, 2012.

Melvin Caputo
For the Union

Don L. Marts
For the Employer

9/11/12
Date

9-11-12
Date

APPENDIX A

Wages

1. On January 1, 2012, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
2. On March 1, 2013, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.
3. On March 1, 2014, all Employees covered by this contract shall receive a seventy-five cent (\$0.75) increase in their wages.

<u>Classification</u>	<u>1/01/12</u>	<u>3/01/13</u>	<u>3/01/14</u>
Tech I	\$19.93	\$20.68	\$21.43
Tech II	\$23.80	\$24.55	\$25.30
Tech III	\$25.70	\$26.45	\$27.20
Tech IV	\$28.15	\$28.90	\$29.65
Tech V	\$32.78	\$33.53	\$34.28

Quality Specialist			
Level III	\$35.74	\$36.49	\$37.24
Level II	\$30.75	\$31.50	\$32.25
Level I	\$21.65	\$22.40	\$23.15

<u>Classification</u>	<u>1/01/12</u>	<u>3/01/13</u>	<u>3/01/14</u>
Stationary Eng.			
Tech I	\$20.38	\$21.13	\$21.88
Tech II	\$24.25	\$25.00	\$25.75
Tech III	\$26.15	\$26.90	\$27.65
Tech IV	\$28.60	\$29.35	\$30.10
Tech V	\$31.62	\$32.37	\$33.12

ES&H Tech			
Tech I	\$20.38	\$21.13	\$21.88
Tech II	\$24.25	\$25.00	\$25.75
Tech III	\$26.15	\$26.90	\$27.65
Tech IV	\$28.60	\$29.35	\$30.10
Tech V	\$29.60	\$30.35	\$31.10

Facil. Mtc. Tech			
Tech I	\$20.38	\$21.13	\$21.88
Tech II	\$24.25	\$25.00	\$25.75

Tech III	\$26.15	\$26.90	\$27.65
Tech IV	\$28.60	\$29.35	\$30.10
Tech V	\$29.60	\$30.35	\$31.10

APPENDIX B

**MEMORANDUM OF UNDERSTANDING BETWEEN URS AND UMWA
LOCAL 1717**

1. Engineering Technician I (ET-1) and (ET-2) will follow the agreed upon timeline to ET-3,

ET-1 to ET-2

Advancement to ET-2 will be based on one calendar year of satisfactory job performance. Unsatisfactory performance must be documented and may delay advancement. Job performance will be evaluated quarterly and the individual will be counseled.

ET-2 to ET-3

Advancement to an ET-3 will occur after the individual has four years of satisfactory site experience. Previous experience/education can be substituted for up to one year of site experience. Unsatisfactory job performance must be documented and may delay advancement. Job performance will be evaluated and the individual will be counseled.

Any delay in advancement under this item #3 may be challenged pursuant to Article 5, Grievance Procedure of the Collective Bargaining Agreement.

2. Additional ET-4 and ET-5 positions will be available if the need exists, as determined by management, or with regard to ET-5's, if five or more technicians are hired. No ET-6 classification work is being, or has been, performed by bargaining unit members.
3. Any level technician can work independently on tasks within his job description with periodic instruction and/or guidance from higher level technicians or supervisors. No technician on any level requires constant supervision.
4. ET-2 and above can train, instruct and provide guidance to other technicians equal to/or lower than his level.
5. ET-3 can assist in design work, and design work can be performed by ET-4 and above (see job descriptions). Field fitting and dimensional changes do not constitute design.
6. A group of two or more technicians at any level can work together as a team on tasks

that they are competent to perform. The higher-level technicians can/should provide guidance to the team. A lower level technician can work as a helper with a higher level technician on tasks in the higher level. ET-1 and ET-2 may be assigned higher level work for the purpose of training and qualification for advancement. This does not constitute out of classification work. However, once an employee reaches ET-3 he will be paid the applicable rate for the work performed.

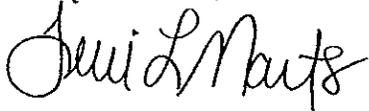
7. URS will recognize government site seniority.
8. The parties will meet within 90 days of the effective date of the Agreement to develop job descriptions for all outstanding jobs listed in Article 2 that are not included in the CBA.
9. Classification advancement/progression

No later than 90 days after the ratification of the CBA's, the parties agree that they will meet, site specifically, for purposes of enhancing employee's advancement opportunities in regard to Technicians 5 as outlined in the agreement.

10. Pre-Paid Travel Expense

The Company agrees to pre-pay major travel expenses for the member, which will include airfare, hotel and per diem cash advances. Reimbursable costs under this provision will be administered in accordance with FAR travel reimbursement regulations.

This MOU will be effective 9/11, 2012.

Morgantown Position Descriptions

Title: Engineering Technician 1

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High School diploma/GED or equivalent, and no job-related experience. Good communication and analytical skills.

Purpose and Scope:

Under guidance/training from a higher level technician or supervisor or using detailed procedures/work instructions, performs simple and routine tasks or tests within, but not necessarily limited to a prescribed area of expertise. Work is checked in progress or on completion. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Assemble or install equipment or parts requiring simple wiring, soldering, or connections, such as:
 - Install conduit, pull wire and terminate wire
 - Replace fuses, CB, overloads, electrical devices
 - Mount transmitters, thermocouples and gauges
 - Fabricate panels and assemble control bays
2. Perform simple or routine tasks or tests, such as tensile or hardness test, sample grinding, or sieve analysis, such as:
 - Transferring coal/or other bulk solids
 - Perform bulk density, crush strength and attrition testing
 - Prepare feedstocks (mix, blend)
 - Fill and weigh drums
 - Painting, labeling
3. Operate and adjust simple test equipment, and record data, such as:
 - Calibrate instruments such as gauges, balances and sensors
 - Operate Digital Voltage Meter
 - Use calipers and torque wrenches
4. Gather and maintain specified records of engineering data, such as:
 - Test data sheets, drawings, MSDS, P&ID's
 - Data log books
 - Perform Inventories
5. Perform computations by substituting numbers in specific formulas, such as:
 - Iso kinetic sampling and calculations
 - Release analysis, moisture analysis, water quality analysis
 - Engineering units conversion
 - Simple electrical calculations
6. Assist with the installation, fabrication, modification, and operation of test equipment used on special projects, such as:

- Operate portable power tools (drills, saws, grinders, etc.)
Operate pipe threader, drill press, band saws, lathe, jig saw and other stationary equipment
 - Install tubing, piping, gauges, valves and fittings
 - Operate oxy-acetylene torch
7. Perform routine facilities maintenance and repair and support higher level technicians in performing non-routine facilities maintenance and repair.
 8. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.

2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 2

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least three years of job-related experience, or one year satisfactory performance at an Engineering Technician 1 level. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Under guidance from a higher level technician or supervisor, performs generally standardized tasks or tests involving a sequence of related operations, within, but not necessarily limited to a prescribed area of expertise. Follows standard work methods on recurring assignments, but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may also be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities:

1. Assemble or construct simple or standard equipment or parts, such as:
 - Assemble flow loop components for completion.
 - Construct project I/O hardware panels.
 - Fabricate sheet metal enclosures.
 - Install and fabricate tubing and piping runs per the P&IDs.
2. Service or repair simple instruments or equipment, such as:
 - Repair or replacement of pumps and motors used on research projects
 - Repair or replacement of thermocouples, gauges, switching devices, and valves.
 - Troubleshoot and repair or replacement of electrical devices and I/O hardware
3. Conduct a variety of tests using established methods, such as:
 - Perform leak and hydro testing procedures
 - Perform load testing on electrical circuits and panels
 - Perform water analyses for conductivity and hardness
4. Prepare test specimens, adjust and operates equipment, and records test data, such as:
 - Perform sizing analysis and generate size fractions for testing
 - Calibrate and adjust test instruments such as gauges, balances, sensors and pumps
 - Record data from project operations systems (APACS, GENESIS, PARAGON, etc.)
5. Extract engineering data from various prescribed but non-standardized sources, such as:
 - Retrieve data from project operations software
 - Retrieve and use data from P&IDs, Instrument Indexes, logic drawings
 - Retrieve data from material test data sheets and instrument certification sheets
 - Record data from preventive maintenance performed on equipment
6. Present the data in prescribed form, such as:

- Organize data in tabular form
 - Graph test data
 - Perform sampling calculations
7. Perform a wide variety of duties in the installation, modification, and operation of test equipment used on special projects, such as:
 - Machine or fabricate replacement parts for research projects
 - Perform basic welding on non-critical applications
 - Install electrical and instrument equipment to research projects.
 - Fabricate sheet metal cabinets, wire trays, and hoods
 - Install spool pieces, blanks, and piping components
 - Install/modify tubing, piping, gauges and fittings
 - Provide operations support to research projects, including data recording and sampling
 8. Perform basic preventive maintenance (i.e. visual inspections, lubrication, filter changing, cleaning, etc.).
 9. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure

- to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
 4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 3

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least five years of job-related experience, or four years satisfactory performance at an Engineering Technician 2 level. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of some complexity and variety, within, but not necessarily limited to a prescribed area of expertise. Receives initial instructions, equipment requirements, and advice from supervisor or higher level technician as needed. Performs recurring work independently, and the technical adequacy or conformity of routine work is reviewed on completion. Non-routine work may be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Construct components, sub-units, or simple models or adapt standard equipment. May trouble shoot and correct malfunctions, such as:
 - Fabrication and welding of air, nitrogen, and fuel distribution systems
 - Fabrication of burner nozzles and transition pieces
 - Installation of Tail gas sampling systems
 - Installation of motor and gear reduction units, performing shaft alignment to unit
 - Investigate system sources for proper pressures
 - Investigate non-operating motors and pumps and make operational
2. Follows specific layout and scientific diagrams to construct and package simple devices and sub-units of equipment, such as:
 - Fabrication and installation of vessels
 - Fabrication and installation of instrument racks
 - Fabrication and installation of process piping
 - Installation of electrical conduit and switch gear
 - Fabrication and installation of process control panel and components
3. Select or adapt standard procedures or equipment, using fully applicable precedents.
4. Select, setup, and operate standard test equipment and records test data, such as:
 - Perform pre-operation safety checks to units, correct deficiencies and document
 - Perform operation and documentation on testing unit
 - Operate sampling equipment for monitoring gas streams

5. Extract and compile a variety of engineering data from lab/test rig notes, manuals, etc.
6. Process data and identify errors or inconsistencies
7. Select methods of data presentation
8. Assists in design modification by compiling data related to design, specifications, and materials, which are pertinent to specific items of equipment or component parts.
9. Develop information concerning previous operational failures and modifications
10. Setup, operate, and maintain service support equipment and record data in logs
11. Perform major planned preventive or major overhaul maintenance using diagnostic equipment and equipment materials.
12. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 4

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least seven years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of substantial complexity and variety where operational precedents may sometimes not exist. Performs recurring and non-routine work independently, and the technical adequacy or conformity of non-routine work is reviewed on completion. Such assignments are typically part of broader assignments, and they may need to be screened to eliminate and resolve unusual design problems. Will be tasked to plan and estimate requirements for such assignments. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. May be assigned to independently lead and coordinate the activities on a task or shift, which may include;
 - Recognize and correct unsafe practice and conduct
 - Notify management of any abnormal physical or mental conditions (state) of employee on assigned shift
 - Ensure compliance and correct discrepancies with area safety conditions, and notify management if discrepancies can not be resolved
 - Ensure that policies and procedures are being followed
2. Develop or review designs by extracting and analyzing a variety of engineering data
3. Perform a wide variety of duties of complex nature in the installation, modification, and operation of electronic equipment.
4. Perform market surveys for equipment as per the engineering requirements, and provide information to higher level technician, engineer, or management.
5. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders

3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 5

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least nine years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Conducting these assignments will involve estimating and scheduling resources and adapting plans, techniques, designs, or layouts. Will be necessary to contact personnel in related activities to resolve design and layout problems and to coordinate the work. Will perform the essential responsibilities of lower level technicians and will train/instruct lower level technicians. Duties will be varied.

Essential Responsibilities/Requirements:

1. Investigate accidents with Safety Officer, completes and forwards accident/incident reports to management.
2. Provide weekly safety contacts to assigned personnel.
3. Participate in the interviewing of candidates, and completes interview appraisal forms.
4. Provide non-subjective input to management in the performance evaluations of engineering technicians assigned.
5. Provide non-subjective input to management for personnel bidding on job postings.
6. Ensure work order estimates and closeouts have been completed by the assigned lower level technicians and forwarded to management.
7. Works with management in coordinating weekly planning and work schedules.
8. Perform other position-related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.

5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Quality Specialist

1. Quality Specialist Level III shall:

- a. Be currently certified as a Level III in the specific disciplines required for this activity and possess a certification comparable to that defined in the AWS Standard for CWI or electrical code as NCPCCI.
- b. Be capable of developing, qualifying and approving procedures as well as establishing techniques and procedures.
- c. Interpret codes, standards, specifications, and procedures.
- d. Shall be capable of interpreting and evaluating results in terms of existing codes, standards and specifications.
- e. Have sufficient practical background in applicable materials, fabrication, and acceptance criteria when none are otherwise available.
- f. Have general familiarity with other appropriate methods.
- g. Be capable of training and examining Level I, II candidates for certification in those methods.
- h. Be responsible for the development of training programs and tests for use in the training and examination of other candidates.
- i. Be able to organize and report the results of inspections.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

2. Quality Specialist Level II shall:

- a. Be currently certified as a Level II in the specific disciplines required for this activity certification comparable to that defined in the AWS Standard for CWAI or electrical code as NCPCCI.
- b. Have demonstrated capabilities in planning inspections and tests.
- c. Be qualified to set up tests and prepare equipment.
- d. Be able to interpret and evaluate results with respect to applicable codes, standards, and specifications.
- e. Be thoroughly familiar with the scope and limitations of the methods for which qualified and exercise assigned responsibility for on-the-job training and guidance of candidates and of Level I.
- f. Be thoroughly familiar with the use and processing of Quality Documents and Records.
- g. Instruct and maintain surveillance over inspections and tests.
- h. Evaluate the validity and acceptability of inspection and test results.
- i. Be able to organize and report the results of inspections.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

3. Quality Specialist Level I shall:

- a) Have a proficient knowledge of the specific disciplines necessary to perform this activity to be certified as a Level I.
- b) Be qualified to perform and document results of inspections or tests that are required to be performed in accordance with documented procedures, acceptance standards, and/or industry practices.
- c) Receive the necessary instructions or supervision from Inspection Level III or Level II designee.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

APPENDIX C

URS Corporation

Medical Plan Design

PPO, zero deductible co-insurance arrangement

Plan Provisions

Annual Deductible for individual and family if in-network	Zero Deductible
Out of pocket maximum Individual Network (Co-Insurance limit)	\$ 2000
Out of pocket maximum Family Network (coinsurance limit)	\$4000
Annual deductible if out-of-network for individual	\$750
Annual deductible if out-of-network for family	\$1500
Coinsurance limit individual, out of network (include deductible)	\$4000
Coinsurance limit Family, out of network (include deductible)	\$8000

Network coinsurance payment for Hospital, including in-hospital Rx, ER True emergency, Preventive Care, Other Care – are all paid at 85% of charges by the plan; employee pays 15%. For non-emergency ER visits, plan pays 50%; employee pays 50%. Because plan rates already set, no charges should exceed recognized charges.

Non-network coinsurance payment for Hospital, including in hospital Rx, ER True emergency, Preventive Care, Other Care - are all paid at 70% of charges recognized by the plan; employee pays 30%. Charges that exceed recognized charges are paid by the employee.

Medical Flexible Spending Account is available to put aside pre-tax money to pay for coinsurance payments.

Mental Health coverage must be coordinated through Magellan Behavioral Health in order to have medical coverage- no lifetime limits.

The current cost share of 92% Company, 8 % employee for the cost of coinsurance premiums will remain in effect for the duration of this agreement.

The parties will meet to explore the possibilities of a health savings account and independent dental and vision plans for those employees opting out of the Company provided health coverage.

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

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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2007-1012
Revision No.: 1
Date Of Last Revision: 7/15/2011

State: West Virginia

Area: Monongalia

Employed on National Energy Technology Laboratory, Department of Energy contract for Research and Development Support Services.

Collective Bargaining Agreement between contractor: Parsons RDS Inc., and union: United Mine Workers of America Local 1914, effective 1/1/2006 through 1/1/2012 and amended on 7/15/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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

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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2007-1013
Revision No.: 1
Date Of Last Revision: 7/15/2011

State: West Virginia

Area: Monongalia

Employed on National Energy Technology Laboratory, Department of Energy contract for Research and Development Support Services.

Collective Bargaining Agreement between contractor: EG&G Technical Services (RDS Inc.), and union: International Union of Operating Engineers Local 95, effective 7/1/2003 through 1/1/2012 and amended on 7/15/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2012-5457
Revision No.: 0
Date Of Last Revision: 10/30/2012

State: Pennsylvania

Area: Allegheny

Employed on U.S. DOE/NETL Morgantown, WV 26507 contract for Research and Engineering Services.

Collective Bargaining Agreement between contractor: URS, and union: United Mine Workers of America, effective 1/1/2012 through 12/31/2014 and amended on 2/6/2012.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

URS
(Pittsburgh Site)

AND THE

UNITED MINE WORKERS OF AMERICA

Local 1914

January 1, 2012 THROUGH DECEMBER 31, 2014

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ARTICLE 1 – PURPOSE

1. It is the intent and purpose of *URS* (“*URS*” or the “Company”) and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.
2. The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company’s business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company’s contract with the government so that the Employees and the Company may mutually benefit.
3. Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights which exist under the National Labor Relations Act to bargain over Employees’ wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.
4. The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE 2 - SCOPE AND COVERAGE

1. The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company’s Employees regularly assigned to the following bargaining unit, all full-time, regular part-time and temporary Engineering Technicians I, II, III, IV and V, and Quality Specialist, employed by the Employer at its Pittsburgh, PA Facility on the Research Facility Operations Contract or any successor contracts.
2. Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE 3 - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of *URS* at NETL for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate.

- (a) The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (1) The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement.
 - (2) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

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

- (a) To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- (b) 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 the Agreement.
- (c) The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- (d) The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 - Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE 4 - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Exhibit "A". Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

The Company shall pay a shift differential of 5% for the second shift and 7% for the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned *via written documentation by his/her supervisor to work and does* work independently for a period of three (3) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job.

Section 5 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 6 - Tuition Refund

Tuition refund will be provided in accordance with the Company's corporate policy at the time of this Agreement.

Section 7 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by Company (e.g. Safety programs, labor management cooperative programs, etc.).

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. All grievances that may arise will be handled in the following manner. Any written grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

- Step 1** Prior to processing any written grievance, any Employee who believes he has a grievance must discuss it with his immediate manager, with the option of having his steward present. If the Employee is dissatisfied with the answer given by his manager or no answer is given within five (5) normal working days, Step 2 will be followed.
- Step 2** The Employee and his steward shall present to the Human Resources Representative a written grievance form which has been approved by the Union and the Company stating what the grievance is and the remedy sought. If the Human Resource representative's decision is not acceptable, or is not given within five (5) normal workdays, Step 3 will be followed.
- Step 3** The grievance shall be forwarded by the Union steward to the Operations Manager or his designated representative within five (5) normal workdays after the Human Resource Representative's unacceptable written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not acceptable or is not given within five (5) normal workdays, Step 4 will be followed.
- Step 4** The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service *submit a list of nine (9) names of arbitrators*, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

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

Section 6

Except by mutual written agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VII Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V Section 1, Step 4 Grievance Procedure as it pertains to the Arbitrator selection process and the actual arbitration shall be held within seven days from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

ARTICLE 6 - DISCIPLINARY PROGRAM AND DISCHARGE

Disciplinary Program

- 1.) No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

1. First Offense Verbal warning, record on file with Manager and Local Steward.
2. Second Offense Written warning with record on file with the Human Resource Office, copy given to the Local Union Steward.
3. Third Offense Two working days off without pay, record on file with the Human Resources Office, copy to the Local Union Steward.
4. Fourth Offense Discharge

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in unlawful treatment, injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following;

1. Possession, use, sale or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer or Employee property.
4. Intentional destruction of Government, Employer or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.
7. Sexual harassment.

8. Insubordination and / or the use of foul language toward supervision, a client, a visitor, a subcontractor, or other person.

9. Fighting, assault or other disorderly conduct that endangers the safety of a person or property.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 11 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of their manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- 1.) Unexcused absence or tardy / first occurrence / Verbal warning.
- 2.) Unexcused absence or tardy / second occurrence / Written warning.
- 3.) Unexcused absence or tardy / third occurrence / 3 day suspension.
- 4.) Unexcused absence or tardy / fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE 7 - DISCHARGE/ARBITRATION

Section 1 - Discharge

In cases of Discharge, the Company shall notify the Local Union President and/or Union stewards of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, all discharges will be called in for immediate Arbitration.

ARTICLE 8 - HOURS AND OVERTIME

- Section 1.** When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.
- Section 2.** A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards.
- Section 3.** The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.
- Section 4.** For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 5. Regular Work Week

The regular work week for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday and Sunday), except for shift work which may be five (5) consecutive workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 6. Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. For Employees working a Regular Work Week, work in excess of eight (8) hours shall be paid at time and one half. First shift shall be 7:00 a.m. until 3:00 p.m. Second shift shall be from 3:00 p.m. till 11:00 p.m. Third shift shall be 11:00 p.m. until 7:00 a.m.

Section 7. Overtime Distribution Policy

a) Purpose

The Company will make every reasonable effort to divide work among the Employees by classification and shift as impartially as is practicable. In doing this, it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and efficient operation.

b) Procedures

Step 1 In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution.

Step 2 Employees will be selected for the overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

Step 3 The necessity for the Company to work overtime to provide rapid response to emergencies is recognized in order to meet customer service requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employee's best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Scheduled Overtime

Employees who do not want to be considered for overtime work will declare that fact and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If these Employees desire to return to the distribution of overtime, they will be credited as having the highest overtime, plus one hour, in their classification.

d) Emergency Overtime

Emergency overtime will be equitably distributed when possible. Emergency overtime will be recorded separately, but included in the total overtime hours.

e) New Hires

On the hire date, new Employees will be credited with the highest overtime hours, plus one hour in the classification for distribution purposes.

f) Record Keeping

A written record of overtime worked by Employees will be maintained by the Employee's Manager. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt efficient operation.

g) Time Sheets

This policy is for distribution of overtime hours worked. For pay purposes, overtime hours are the hours recorded on the time sheet.

h) **Implementation of Policy**

To begin the overtime distribution process the Company will provide a report of year-to-date overtime worked. These hours will be transferred to an Overtime Distribution Record form.

Section 8 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customers' needs. The Union and affected Employees will be given five working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed the Employees with the most seniority will be awarded the four/ten's provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/ten's provided they have the necessary skills to perform the job. On this four/ten shift Employees will be paid time and one half of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Section 9 – Altered Work Schedule (AWS)

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 10 - Overtime Calculations (*REMOVED "and Premium Days"*)

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one half (2 ½) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 11 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 12 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 13 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive administrative leave only when reimbursement is allowed by the DOE. . When administrative leave is granted by DOE to federal employees at the site, Employees covered by this Agreement will also receive administrative leave regardless of reimbursement by DOE.

ARTICLE 9- SENIORITY

Section 1. – Seniority

- a) Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with URS and all predecessor employers.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.
- d) A probationary period of ninety (90) *calendar days* will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 2. – Layoff

The Company will determine the time of layoffs and the number of Employees to be laid off and in what job classifications layoffs will occur.

- 1) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as

to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.

- 2) An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- 3) In the case of a layoff, probationary Employees shall be laid off first.
- 4) If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- (1) Discharge for just cause, quit, retirement, or resignation;
- (2) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- (3) Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- (4) Failure to return to work upon expiration of a leave of absence;
- (5) Absence in excess of *eighteen (18) months* due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory

compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of Disability, the Employee must present appropriate documentation verifying their availability date and medical release.

Section 4 – Recall

a) Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

b) Notice to Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the job that is bid within 60 days, regardless of the reason, and later decides to fill that vacancy, the bid must be reposted before the job can be awarded.

Section 6 - Selection

From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to *the most senior Employee*. Provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

Section 7 - Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) workdays after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all Employees. *All employees will be required to submit a resume when submitting a job bid. These resumes shall be one of the criteria the Company will use in determining the successful candidate for the position.*

ARTICLE 10 - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

1. New Year's Day
2. President's Day
3. Martin Luther King Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Holidays that fall on Sunday will be observed on the following Monday and Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state on the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1 1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE 11 – PERSONAL LEAVE

Section 1. Personal Leave

<u>Years of Full Time Service</u>	<u>Accrual Rate</u>
Less than two years	12 days
Two to five years	15 days
Five to ten years	18 days
Ten to fifteen years	21 days
Fifteen to twenty years	24 days
Twenty to thirty years	27 days
Over Thirty years	30 days

- a) All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.
- b) Employees may carry over a maximum of 288 hours of personal leave from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year.

All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.

- c) Employees will begin to accrue leave at the higher rate beginning with the first pay period of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.

Section 2 –Catastrophic Leave

Employees will continue to accrue 3.3 hours of catastrophic leave per month into their leave account. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy which shall be revised in consultation with the Union.

Additional Clarification:

- (a) *Leave may be used at the employee's discretion except as limited by the following understandings:*
- (b) *Leave may not be taken the day before or the day following a scheduled vacation, a contractual holiday, or any scheduled federal administrative leave day.*
- (c) *Leave may be taken in one (1) day increments up to five days without a doctor's note being required. Consecutive days of more than three (3) will be allowed only with documentation from an attending physician.*

ARTICLE 12 - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his/her regular rate, provided it is established that he/she attended the funeral.

Section 2 - Severance Pay

- a. Severance applies to regular full-time employees. Temporary Part Time employees and Temporary Full time employees are not eligible for severance pay. An employee who resigns his position with the Company shall not receive severance pay.*
- b. An employee whose employment is terminated due to business conditions or a reorganization which eliminates his position will be given severance pay. Severance will be calculated at one week's pay (Basic Weekly Earnings) per year of service up to a maximum of 20 weeks (minimum of one week will be paid).*
- c. If an employee who has previously received severance pay is rehired and subsequently terminated, his/her severance pay will be calculated on Years of Service from his/her most recent date of rehire. Severance pay is not provided when termination results from a change in contractor and Comparable Employment has been offered with the successor contractor or organization.*

Section 3 – Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time Employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten days of training in any calendar year. In support of this payment, Employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Union Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the

Employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE 13 - MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
3. Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline Employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
7. It is understood by the Company and agreed to by the Union, that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employees who are not covered by this Agreement doing non-bargaining unit work.
8. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the

same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE 14 - PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE 15 - BULLETIN BOARDS

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE 16 – SAFETY

Section 1.

The Company will comply with all applicable health and safety laws and regulations and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

Section 2.

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3.

All Employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (EH&S). Any new Safety

policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4.

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5.

In cases involving major accidents or fatalities of bargaining unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

ARTICLE 17 - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The Employees and the manner in which they are trained, will be determined by the Company.

ARTICLE 18 - SUCCESSORSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

1. The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.
2. The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

ARTICLE 20 - TEMPORARY/PART TIME EMPLOYEES

Section 1

No one may be retained in a temporary or part time capacity while any full-time Employee is on layoff. Temporary Employees with an anticipated employment of less than six (6) months will have the option of receiving \$1.65 per hour in lieu of benefits, or they can elect to take the present benefits package in this collective bargaining agreement. Part-time Employees will receive \$1.65 per hour in lieu of benefits.

Section 2

The Company will work with the UMWA District and the UMWA Locals 1717 and 1914 to exercise the use of UMWA Union Labor for temporary (surge) capacity to support the client. The initial period is for 179 days (less than 6 months). Adjustments and or continuation of the temporary work force after the initial period may be extended in time periods of 179 day increments to be agreed upon by both parties.

Section 3

Work Classification assignments to the temporary work force will be determined by the Company and will be supplied to the UMWA Local 1914 and will comply with this collective bargaining agreement.

Section 4

All temporary employees will be required to become members of the UMWA Local 1914 and will be subject to this collective bargaining agreement

ARTICLE 21 - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Company and the Union agree that safety gear and uniforms act as the first level of safety protection for our Employees. The Employer agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on its membership. The Company will provide uniforms as purchased/leased by the customer. Uniforms will be worn by represented employees. Uniforms will not be altered in appearance. All protective equipment will be used as stipulated by the Company and customer regulations.

ARTICLE 22 – HEALTH BENEFITS

Section 1 - Health Care

Plan general outline attached as Appendix “C”. Plan carrier is at the discretion of the Employer, but changes in the level of benefits shall be made subject to the collective bargaining process.

(a) First Full Year of the Agreement- January 1, 2012 to December 31, 2012

Combined Health and Dental care rates shall be set at:

Pittsburgh:

<i>\$64.14 bi-weekly for Employee plus 2 or more</i>
<i>\$25.86 bi-weekly for Employee plus one</i>
<i>\$7.76 bi-weekly for Employee only</i>

(b) Second and Third Full Year of the Agreement -- January 1, 2013 to December 31, 2014

In the event that health care costs increase or decrease, the Employer and Employees shall share the cost, such that the Employer shall pay ninety-two (92%) of the cost and Employees shall pay 8 percent (8%) of the cost.

Section 2 – Waiver of Health Care Benefits

Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following:

Individual - \$850.00 per year Family - \$850.00 per year

ARTICLE 23 - SCHEDULE OF OTHER BENEFITS

Section 1 - Life Insurance and AD&D

The Company will provide Life insurance as currently stated in the *Company* policy, equal to *one (1)* times the Employee’s annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the URS policy, equal to *one (one)* times the Employee’s annual salary rounded up to the next thousand dollars.

Section 2 - Long Term Disability

Employees may participate in the Company’s Long Term Disability (LTD) Insurance Program as described in the *Company* LTD policy. *Currently, the program provides for payment of 60% of lost income minus social security and other benefits. Maximum monthly benefit is \$5000.*

Section 3 - Retirement/401K Savings Plan

The Employer agrees to establish a 401K Savings and Investment Plan (*the “Plan”*) and employees covered by this Agreement shall be allowed to elect to participate in the Plan subject to the terms of the Plan. The Plan shall be established and handled by a reputable investment company and administered by them under arrangements with the Employer pursuant to *Plan terms*. *The Plan shall include the following features, subject to specific Plan language and applicable laws and regulations:*

(1) Funding for each employee’s account in the 401K Savings and Investment Plan

shall consist of any contributions the employee chooses to make from his/her pay up to a certain yearly maximum and any Company matching contributions as described below.

- (2) An employee who elects to participate in the 401K Savings and Investment Plan may elect to set aside a portion of his/her pay each pay period to be placed into a Plan account up to a yearly maximum.
 - (a) Should the employee choose to apply a portion of his/her pay as outlined in (2) above, the Company will contribute one dollar (\$1.00) for every dollar set aside by the employee up to six (6) percent of the employee's salary.**
- (3) The Company agrees that it will bear the costs associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Company pursuant to this Agreement.*
- (4) The 401K Savings and Investment Plan shall offer a diverse selection of investment options in which an Employee may choose to invest his/her monies.*

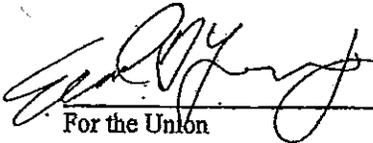
Section 4 - Short Term Disability

The Company will provide A&S insurance as stated in the current Company policy, with payments equal to sixty percent (60)% of the employee's hourly base rate of pay for up to twenty-five (25) weeks after one calendar week waiting period.

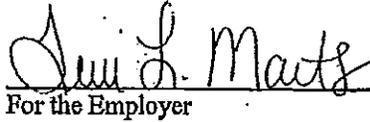
ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall take effect *January 1, 2012*, and shall remain in effect through *December 31, 2014* and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to *January 1, 2015*.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this *6th* Day of *February, 2012*.



For the Union



For the Employer

2/6/12

Date

2/6/2012

Date

APPENDIX A

Pittsburgh Wages

1. *On January 1, 2012, all Employees covered by this contract shall receive a sixty cent (\$0.60) increase in their wages.*
2. *On January 1, 2013, all Employees covered by this contract shall receive a seventy cent (\$0.70) increase in their wages.*
3. *On January 1, 2014, all Employees covered by this contract shall receive a seventy cent (\$0.70) increase in their wages.*
4. *In January, 2014, all employees who are actively employed shall receive a lump sum payment of \$250.00.*

<u>Classification</u>	<u>1/01/12</u>	<u>1/01/13</u>	<u>1/01/14</u>
Tech I	\$22.22	\$22.92	\$23.62
Tech II	\$23.84	\$24.54	\$25.24
Tech III	\$26.23	\$26.93	\$27.63
Tech IV	\$28.68	\$29.38	\$30.08
Tech V	\$31.53	\$32.23	\$32.93
Quality Specialist			
Level III	\$35.59	\$36.29	\$36.99
Level II	\$30.60	\$31.30	\$32.00
Level I	\$21.50	\$22.20	\$22.90

APPENDIX B

**MEMORANDUM OF UNDERSTANDING BETWEEN URS AND UMWA
LOCAL 1914**

1. Engineering Technician I (ET-1) and (ET-2) will follow the agreed upon timeline.

ET-1 to ET-2

Advancement to ET-2 will be based on one calendar year of satisfactory job performance. Unsatisfactory performance must be documented and may delay advancement. Job performance will be evaluated quarterly and the individual will be counseled.

ET-2 to ET-3

Advancement to an ET-3 will occur after the individual has *four* years of satisfactory site experience. Previous experience/education can be substituted for up to one year of site experience. Unsatisfactory job performance must be documented and may delay advancement. Job performance will be evaluated and the individual will be counseled.

Any delay in advancement under this item #3 may be challenged pursuant to Article 5, Grievance Procedure of the Collective Bargaining Agreement.

ET3 to ET4

Advancement to an ET-4 will occur after the individual has 20 years of satisfactory site experience.

Classification advancement/progression

No later than 90 days after the ratification of the CBAs, the parties agree that they will meet, site specifically, for purposes of enhancing employee's advancement opportunities in regard to Technicians 5 as outlined in the agreement.

Pre-Paid Travel Expense

The Company agrees to pre-pay major travel expenses for the member, which will include airfare, hotel and per diem cash advances. Reimbursable costs under this provision will be administered in accordance with FAR travel reimbursement regulations.

2. Any level technician can work independently on tasks within his job description, for which he is qualified, with periodic instruction and/or guidance from higher level technicians or supervisors. No technician on any level requires constant supervision.
3. Any technician can train, instruct and provide guidance to other technicians in any

area that he is qualified, to other technicians.

4. Field fitting and dimensional changes do not constitute design.
5. A group of two or more technicians at any level can work together as a team on tasks that they are competent to perform. The higher-level technicians can/should provide guidance to the team. A lower level technician can work as a helper with a higher level technician on tasks in the higher level.
6. ET-1 and ET-2 may be assigned higher level work for the purpose of training and qualification for advancement. Once an ET-3 and above has documentation of qualification the work performed constitutes out of classification work within the guidelines of the contract.
7. The Company and the Union agree that training programs should be instituted to give the employees the opportunity to increase their value to the Company and the customer.

The number of ET-4 & 5 positions required is based on the operational needs and skill levels required as determined by management, except as noted in #1 above.

Pittsburgh Position Descriptions

Title: Engineering Technician I

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High School diploma/GED or equivalent, and no job-related experience. Good communication and analytical skills.

Purpose and Scope:

Under guidance/training from a higher level technician or supervisor or using detailed procedures/work instructions, performs simple and routine tasks or tests within, but not necessarily limited to a prescribed area of expertise. Work is checked in progress or on completion. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Assemble or install equipment or parts requiring simple wiring, soldering, or connections, such as:
 - Install conduit, pull wire and terminate wire
 - Replace fuses, CB, overloads, electrical devices
 - Mount transmitters, thermocouples and gauges
 - Fabricate panels and assemble control bays
2. Perform simple or routine tasks or tests, such as tensile or hardness test, sample grinding, or sieve analysis, such as:
 - Transferring coal/or other bulk solids
 - Perform bulk density, crush strength and attrition testing
 - Prepare feedstocks (mix, blend)
 - Fill and weigh drums
 - Painting, labeling
3. Operate and adjust simple test equipment, and record data, such as:
 - Calibrate instruments such as gauges, balances and sensors
 - Operate Digital Voltage Meter
 - Use calipers and torque wrenches
4. Gather and maintain specified records of engineering data, such as:
 - Test data sheets, drawings, MSDS, P&ID's
 - Data log books
 - Perform Inventories
5. Perform computations by substituting numbers in specific formulas, such as:
 - Iso kinetic sampling and calculations
 - Release analysis, moisture analysis, water quality analysis
 - Engineering units conversion
 - Simple electrical calculations
6. Assist with the installation, fabrication, modification, and operation of test equipment used on special projects, such as:

- Operate portable power tools (drills, saws, grinders, etc.)
Operate pipe threader, drill press, band saws, lathe, jig saw and other stationary equipment
 - Install tubing, piping, gauges, valves and fittings
 - Operate oxy-acetylene torch
7. Perform routine facilities maintenance and repair and support higher level technicians in performing non-routine facilities maintenance and repair.
 8. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.

2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 2

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least three years of job-related experience, or one year satisfactory performance at an Engineering Technician 1 level. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Under guidance from a higher level technician or supervisor, performs generally standardized tasks or tests involving a sequence of related operations, within, but not necessarily limited to a prescribed area of expertise. Follows standard work methods on recurring assignments, but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine work is reviewed on completion; non-routine work may also be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities:

1. Assemble or construct simple or standard equipment or parts, such as:
 - Assemble flow loop components for completion.
 - Construct project I/O hardware panels.
 - Fabricate sheet metal enclosures.
 - Install and fabricate tubing and piping runs per the P&IDs.
2. Service or repair simple instruments or equipment, such as:
 - Repair or replacement of pumps and motors used on research projects
 - Repair or replacement of thermocouples, gauges, switching devices, and valves.
 - Troubleshoot and repair or replacement of electrical devices and I/O hardware
3. Conduct a variety of tests using established methods, such as:
 - Perform leak and hydro testing procedures
 - Perform load testing on electrical circuits and panels
 - Perform water analyses for conductivity and hardness
4. Prepare test specimens, adjust and operates equipment, and records test data, such as:
 - Perform sizing analysis and generate size fractions for testing
 - Calibrate and adjust test instruments such as gauges, balances, sensors and pumps
 - Record data from project operations systems (APACS, GENESIS, PARAGON, etc.)
5. Extract engineering data from various prescribed but non-standardized sources, such as:
 - Retrieve data from project operations software
 - Retrieve and use data from P&IDs, Instrument Indexes, logic drawings
 - Retrieve data from material test data sheets and instrument certification sheets
 - Record data from preventive maintenance performed on equipment
6. Present the data in prescribed form, such as:

- Organize data in tabular form
 - Graph test data
 - Perform sampling calculations
7. Perform a wide variety of duties in the installation, modification, and operation of test equipment used on special projects, such as:
 - Machine or fabricate replacement parts for research projects
 - Perform basic welding on non-critical applications
 - Install electrical and instrument equipment to research projects.
 - Fabricate sheet metal cabinets, wire trays, and hoods
 - Install spool pieces, blanks, and piping components
 - Install/modify tubing, piping, gauges and fittings
 - Provide operations support to research projects, including data recording and sampling
 8. Perform basic preventive maintenance (i.e. visual inspections, lubrication, filter changing, cleaning, etc.).
 9. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure

to within acceptable levels

3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 3

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent and at least five years of job-related experience, or four years satisfactory performance at an Engineering Technician 2 level. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of some complexity and variety, within, but not necessarily limited to a prescribed area of expertise. Receives initial instructions, equipment requirements, and advice from supervisor or higher level technician as needed. Performs recurring work independently, and the technical adequacy or conformity of routine work is reviewed on completion. Non-routine work may be reviewed in progress. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. Construct components, sub-units, or simple models or adapt standard equipment. May trouble shoot and correct malfunctions, such as:
 - Fabrication and welding of air, nitrogen, and fuel distribution systems
 - Fabrication of burner nozzles and transition pieces
 - Installation of Tail gas sampling systems
 - Installation of motor and gear reduction units, performing shaft alignment to unit
 - Investigate system sources for proper pressures
 - Investigate non-operating motors and pumps and make operational
2. Follows specific layout and scientific diagrams to construct and package simple devices and sub-units of equipment, such as:
 - Fabrication and installation of vessels
 - Fabrication and installation of instrument racks
 - Fabrication and installation of process piping
 - Installation of electrical conduit and switch gear
 - Fabrication and installation of process control panel and components
3. Select or adapt standard procedures or equipment, using fully applicable precedents.
4. Select, setup, and operate standard test equipment and records test data, such as:
 - Perform pre-operation safety checks to units, correct deficiencies and document
 - Perform operation and documentation on testing unit
 - Operate sampling equipment for monitoring gas streams

5. Extract and compile a variety of engineering data from lab/test rig notes, manuals, etc.
6. Process data and identify errors or inconsistencies
7. Select methods of data presentation
8. Assists in design modification by compiling data related to design, specifications, and materials, which are pertinent to specific items of equipment or component parts.
9. Develop information concerning previous operational failures and modifications
10. Setup, operate, and maintain service support equipment and record data in logs
11. Perform major planned preventive or major overhaul maintenance using diagnostic equipment and equipment materials.
12. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Engineering Technician 4

9/26/00

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least seven years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs routine and non-routine tasks or tests of substantial complexity and variety where operational precedents may sometimes not exist. Performs recurring and non-routine work independently, and the technical adequacy or conformity of non-routine work is reviewed on completion. Such assignments are typically part of broader assignments, and they may need to be screened to eliminate and resolve unusual design problems. Will be tasked to plan and estimate requirements for such assignments. Will perform the essential responsibilities of lower level technicians and will instruct/train other technicians. Periodically, technician is assigned work above classification for the purpose of using experience gained for future assignments and advancement opportunities. Duties will be varied.

Essential Responsibilities/Requirements:

1. May be assigned to independently lead and coordinate the activities on a task or shift, which may include;
 - Recognize and correct unsafe practice and conduct
 - Notify management of any abnormal physical or mental conditions (state) of employee on assigned shift
 - Ensure compliance and correct discrepancies with area safety conditions, and notify management if discrepancies can not be resolved
 - Ensure that policies and procedures are being followed
2. Develop or review designs by extracting and analyzing a variety of engineering data
3. Perform a wide variety of duties of complex nature in the installation, modification, and operation of electronic equipment.
4. Perform market surveys for equipment as per the engineering requirements, and provide information to higher level technician, engineer, or management.
5. Perform other position related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders

3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.
5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Minimum Position Knowledge, Skills, and Abilities Required:

High school diploma/GED and vocational/technical training beyond high school or equivalent, and at least nine years of job-related experience. Specific training, and licensing and advanced knowledge in the particular area of specialization, plus a broad knowledge of other disciplines. Good communication and analytical skills and a working knowledge of computer systems and software application programs.

Purpose and Scope:

Performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project. Conducting these assignments will involve estimating and scheduling resources and adapting plans, techniques, designs, or layouts. Will be necessary to contact personnel in related activities to resolve design and layout problems and to coordinate the work. Will perform the essential responsibilities of lower level technicians and will train/instruct lower level technicians. Duties will be varied.

Essential Responsibilities/Requirements:

1. Investigate accidents with Safety Officer, completes and forwards accident/incident reports to management.
2. Provide weekly safety contacts to assigned personnel.
3. Participate in the interviewing of candidates, and completes interview appraisal forms.
4. Provide non-subjective input to management in the performance evaluations of engineering technicians assigned.
5. Provide non-subjective input to management for personnel bidding on job postings.
6. Ensure work order estimates and closeouts have been completed by the assigned lower level technicians and forwarded to management.
7. Works with management in coordinating weekly planning and work schedules.
8. Perform other position-related duties as assigned or requested.

Physical and Mental Demands:

1. Be able to read, write, and perform simple mathematical calculations.
2. Use step and sectional ladders
3. Use various types of respirators, to include self contained breathing units.
4. Personal protective equipment such as safety glasses, safety toe shoes, hard hats, lab coats, hearing protection, face shields, and gloves may be required. Requirements will vary depending on the area and type of work performed.

5. Overhead or lift-bucket work maybe required. Safety harnesses will be worn.
6. Work in a confined area may be required.
7. Operation of motor vehicles including forklifts may be required.
8. Vision requirements include the ability to focus and depth perception
9. The ability to respond to visual and audio alarms is required.
10. Able to routinely lift and move twenty-five pounds, occasionally lift or move forty pounds, and transfer manually fifty pound containers
11. Hand eye coordination is required.
12. Operate cranes and hoists
13. Will be trained in basic first aid and rescue
14. While performing his job, the employee is regularly required to stand, walk, extend hands and arms, and to talk and hear. The employee is frequently required to use their hands to handle or feel objects, tools, and controls. The employee is frequently required to climb, balance, stoop, kneel, crouch, or crawl.
15. May include shift work.
16. May be asked to participate in Emergency Response Operations on a voluntary basis, refusal is without prejudice. All volunteers will receive appropriate training.

Work Environment:

1. Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
2. Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
3. Employee will be trained to use spill cleanup kits.
4. Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

1. Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
2. Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
3. Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
4. Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
5. Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

Title: Quality Specialist

1. Quality Specialist Level III shall:

- a. Be currently certified as a Level III in the specific disciplines required for this activity and possess a certification comparable to that defined in the AWS Standard for CWI or electrical code as NCPCCI.
- b. Be capable of developing, qualifying and approving procedures as well as establishing techniques and procedures.
- c. Interpret codes, standards, specifications, and procedures.
- d. Shall be capable of interpreting and evaluating results in terms of existing codes, standards and specifications.
- e. Have sufficient practical background in applicable materials, fabrication, and acceptance criteria when none are otherwise available.
- f. Have general familiarity with other appropriate methods.
- g. Be capable of training and examining Level I, II candidates for certification in those methods.
- h. Be responsible for the development of training programs and tests for use in the training and examination of other candidates.
- i. Be able to organize and report the results of inspections.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

2. Quality Specialist Level II shall:

- a. Be currently certified as a Level II in the specific disciplines required for this activity certification comparable to that defined in the AWS Standard for CWAL or electrical code as NCPCCI.
- b. Have demonstrated capabilities in planning inspections and tests.
- c. Be qualified to set up tests and prepare equipment.
- d. Be able to interpret and evaluate results with respect to applicable codes, standards, and specifications.
- e. Be thoroughly familiar with the scope and limitations of the methods for which qualified and exercise assigned responsibility for on-the-job training and guidance of candidates and of Level I.
- f. Be thoroughly familiar with the use and processing of Quality Documents and Records.
- g. Instruct and maintain surveillance over inspections and tests.
- h. Evaluate the validity and acceptability of inspection and test results.
- i. Be able to organize and report the results of inspections.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

3. Quality Specialist Level I shall:

- a) Have a proficient knowledge of the specific disciplines necessary to perform this activity to be certified as a Level I.
- b) Be qualified to perform and document results of inspections or tests that are required to be performed in accordance with documented procedures, acceptance standards, and/or industry practices.
- c) Receive the necessary instructions or supervision from Inspection Level III or Level II designee.

Work Environment:

- a) Frequently works in hot and cold environments, near operating machinery, heated and pressurized systems
- b) Work may expose employee to fumes, airborne particles, coal dust, irritants, sensitizers, toxic or caustic chemicals and noise. Controls are used to bring exposure to within acceptable levels
- c) Employee will be trained to use spill cleanup kits.
- d) Use of emergency showers and eyewash stations may be required.

Integrated Safety Management:

- a) Know and follow environment, safety, and health (ES&H) policies and procedures that apply to their job assignments.
- b) Become knowledgeable of and maintain awareness of the ES&H hazards associated with their work. Perform work safely in accordance with hazard controls.
- c) Report all unsafe operations, and, if necessary, exercise stop-work authority in cases of imminent danger.
- d) Work only on those tasks in which they have the required competence, training, skills, and abilities so as to prevent injury to ones self, employees, the public, or the environment.
- e) Maintain active involvement in the introduction, revision and/or promotion of ES&H/ISM program activities.

APPENDIX C

URS Corporation

Medical Plan Design

PPO, zero deductible co-insurance arrangement

Plan Provisions

<i>Annual Deductible for individual and family if in-network</i>	<i>Zero Deductible</i>
<i>Out of pocket maximum Individual Network (Co-Insurance limit)</i>	<i>\$ 2000</i>
<i>Out of pocket maximum Family Network (coinsurance limit)</i>	<i>\$4000</i>
<i>Annual deductible if out-of-network for individual</i>	<i>\$750</i>
<i>Annual deductible if out-of-network for family</i>	<i>\$1500</i>
<i>Coinsurance limit individual, out of network (include deductible)</i>	<i>\$4000</i>
<i>Coinsurance limit Family, out of network (include deductible)</i>	<i>\$8000</i>

Network coinsurance payment for Hospital, including in-hospital Rx, ER True emergency, Preventive Care, Other Care – are all paid at 85% of charges by the plan; employee pays 15%. For non-emergency ER visits, plan pays 50%; employee pays 50%. Because plan rates already set, no charges should exceed recognized charges.

Non-network coinsurance payment for Hospital, including in hospital Rx, ER True emergency, Preventive Care, Other Care - are all paid at 70% of charges recognized by the plan; employee pays 30%. Charges that exceed recognized charges are paid by the employee.

Medical Flexible Spending Account is available to put aside pre-tax money to pay for coinsurance payments.

Mental Health coverage must be coordinated through Magellan Behavioral Health in order to have medical coverage- no lifetime limits.

The current cost share of 92% Company, 8 % employee for the cost of coinsurance premiums will remain in effect for the duration of this agreement.

The parties will meet to explore the possibilities of a health savings account and independent dental and vision plans for those employees opting out of the Company provided health coverage.

