

AGREEMENT

Between

LINC GOVERNMENT SERVICES

IRS TENNESSEE COMPUTING CENTER PROJECT

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(AFL-CIO)

Local 474

Representing

IRS Tennessee Computing Center Employees

Effective: July 1, 2010 to June, 30 2011

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between Linc Government Services hereafter noted as the "Company", or "Employer", and employees covered under this Collective Bargaining Agreement represented by the Electrical Workers Local Union (AFL-CIO) No. 474, hereafter noted as the "UNION". The intent is to ensure true collective bargaining through partnering and interest base bargaining processes, and to establish standards of wages, hours, working conditions, and other conditions of employment.

The "Fiscal Year" referenced hereafter begins October 1 and ends September 30 yearly. The "Calendar Year" referenced hereafter begins January 1 and ends December 31 yearly.

All changes to this agreement made during the negotiations of May, 2010 shall take effect at the beginning of the "Fiscal Year", October 1, 2010 and annually thereafter.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP CLAUSE AND CHECK-OFF

Section 1. Union Recognition

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- (b) The term "employee" as used herein shall include all (classifications in Attachment A – Wage Schedule) represented employees of the Employer located at the IRS Tennessee Computing Center, Memphis, TN. and for no other employee(s), at no other site, project or location whatsoever of employer.
- (c) Excluded are all temporary employees, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act by this Agreement.

Section 2. Agency Shop Clause and Check-Off

- (a) All employees shall, as a condition of employment, be required to make periodic tender of money to the Union in an amount not to exceed the cost of collective bargaining and representation. The first such tender to be made within fifteen (15) days following the ninetieth (90th) day of their employment by the Company or the effective date of this Agreement, whichever is later. Failure of an employee to comply with this requirement shall, upon written request of the Union, result in the termination of such employee. This Section shall not preclude any employee who wishes to voluntarily become a member of the Union from doing so.

- (b) It is understood and agreed that this Article in no way requires the employee to become or remain a member of the Union as a condition of employment. This provision shall not apply if such requirement for continued employment is prohibited by law. If the terms of this Agency Shop are in the future, declared unlawful by a court of competent jurisdiction, the provisions of the Article shall not apply.
- (c) (1) Upon receipt of a signed authorization of the employee involved (in substantially the form included herein as Exhibit A), the Company agrees to deduct from the employee's earnings the initiation fee and a monthly Union membership dues uniformly and regularly payable by members of the Union in accordance with the provisions and conditions as set forth on said authorization.

(2) Upon receipt of a signed authorization of the employee involved, the Company agrees to deduct on behalf of the AFL-CIO committee on Political Education (COPE) the amount authorized from the employee's earnings on a monthly basis.
- (d) All sums deducted in accordance with this provision shall be remitted to the Financial Secretary of the Union not later than the last day of the month in which the deduction was made and shall be accompanied by a record of those for whom deductions were made, together with the amounts of such deductions.
- (e) The Financial Secretary of the Union shall certify to the Company in writing including any change thereof from time to time, the amount of the initiation fee and the amount of monthly Union membership dues, which are uniformly applicable to all members as set forth by the Union.
- (f) The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with the check off provisions of this Agreement.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age, or because the employee has a disability, or is a disabled veteran or a veteran of the Vietnam era or Operation Desert Storm or union affiliation.

The use of the masculine or feminine gender or any titles which connote gender in this Agreement shall be construed as including both genders and not as sex limitations.

ARTICLE IV

MANAGEMENT'S RIGHTS

It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Tennessee and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the company, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force in accordance with the Layoff and Recall provisions of this agreement;
5. Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;
6. Dismiss, demote and discipline employees for cause in accordance with the Discipline and Discharge provisions of this agreement;
7. Establish, modify or change any work, business schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or-accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;
10. Designate a single supervisor or lead who will give assignments and/or instructions to represented employees.

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

ARTICLE V

VISITATION

Upon request by the Union, and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted into the buildings serviced by the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for the assisting in the adjusting of grievances, provided, that said visitation shall not be in areas and at times which would be detrimental to the management and the function of the facility owner.

ARTICLE VI

STEWARDS

- (a) The employees shall be represented by a Shop Steward who shall be chosen or selected in a manner determined by the Union, and whose name shall be furnished to the Employer in writing by the Union. In the same manner, an Alternate Shop Steward will be determined by the Union to fill-in during times when the Shop Steward is not available. The steward and alternate steward shall be LINC employees.
- (b) Reasonable arrangements may be made to allow the Steward time off with pay for the purpose of investigating and adjusting grievances and for the collection of dues (when authorized by appropriate local union action), with prior approval of his immediate supervisor.

ARTICLE VII

SAFETY PRACTICES

- (a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards, which the employees may encounter at their places of work.
- (b) The employee will notify the Employer in writing of any such job hazard as soon as the employee first (1st) becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of any alleged unsafe condition, shall investigate such condition as soon as possible, and shall be expected to make adjustments in such condition, or alternatively, recommend to the Owner of the premises that it make such adjustments, if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee. The Employer will notify the Union of their findings.
- (c) Any employee involved in an accident or who sustains physical injury shall complete all forms required by the Company and the Government, and shall provide all required information requested by such parties.

- (d) Wherever practical, standard first aid equipment will be provided and employees taken ill or injured will be given medical attention.
- (e) The Company will provide, if available at customer expense, inoculations to all employees, to include influenza, under this agreement.
- (f) In recognition of their joint commitment to safe working conditions and practices, the parties hereby establish the Joint Safety Committee. The Joint Safety Committee shall be comprised of two (2) members chosen by the Employer and two (2) members chosen by the Union. The parties shall endeavor to select their committee choices in such a manner as to spread representation across the various work activities. The Committee shall be chaired by the Employer's chief management official responsible for project safety. The committee shall meet as needed during regular working hours. The committee shall have the following functions:
- Review safety and health inspection reports of the project's various activities and assist in developing corrective solution to problems identified in said reports as unsafe conditions or practice;
 - Assist in identifying unsafe or unhealthy practices or conditions occurring in the various work activities;
 - Evaluate existing employer accident and illness prevention programs and prepare recommendations for improvements, where needed;
 - Ensure all recommended changes in work practices or conditions are approved by the appropriate Employer safety officials prior to implementation;
 - Ensure the required safety notices are posted on all appropriate Company bulletin boards;
 - If the Company requires an employee to wear safety shoes he/she will be reimbursed up to \$120.00 per calendar year.
 - If the company requires an employee to wear safety glasses, he/she will be reimbursed up to \$150.00 every two calendar years.
- (g) Work on electrical circuits energized at 480 volts or higher, shall be performed by work teams of at least two (2) electricians experienced in high voltage work. One electrician shall be positioned so as to de-energize the involved circuit at the first sign of trouble. No electrician shall be required to work on energized circuits that cannot be isolated from all hazards. Work on de-energized circuits can be performed only after the proper switch or circuit-breaking device is locked open and tagged by the person(s) directing or performing the work.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, testing, or to provide coverage for work not being performed by members of the bargaining unit due to absence from work, provided there are no employees on lay-off status, or in cases of emergency.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. Additional employees who are hired by the Company to service any expansion of employees or the site facilities on a consistent and routine basis shall be covered by this Agreement. This provision will not be utilized to replace any full time represented employees.

ARTICLE X

SENIORITY

- (a) Each employee covered by this Agreement shall have a seniority date, said date being the most recent date of hire at the IRS Tennessee Computing Center (Julian Date). Employees who began their employment in a different classification or job site shall have a classification seniority date established on the date that the employee was transferred into the new position or job site.
- (b) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the specified probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union.
- (c) Fringe benefits will become available on the first (1st) of the month following the end of thirty (30) calendar days of employment.
- (d) Probationary employees completing their probationary period shall be granted seniority to date of hire, and placed on the base rate pay scheduled for their classification.
- (e) Unless otherwise indicated, in all applications of seniority under this Agreement where present skill, ability, and qualification are to meet the requirements of the available work, seniority shall be the determining factor. In the event it is subsequently determined that two or more competing employees have the same seniority date then such ties will be broken by the drawing of lots.

The foregoing method of breaking ties shall apply in all applications of seniority except in instances of layoff or when competing employees are in the same classification. In such cases, the foregoing steps will be first preceded by considering the employee with the greatest amount of time in classification to have the highest seniority. Any dispute over the application of this section will be subject to the Grievance and Arbitration procedure provided herein.

- (f) In addition to other reasons which may be referenced elsewhere in this Agreement, seniority and the employment relationship shall be broken and terminated when an employee:
- (1) Quits;
 - (2) Retires;
 - (3) Is discharged for just cause;
 - (4) Is absent for three (3) consecutive working days without notifying the Company, unless the reason for failure to notify the Company is because of a proven physical disability or act of God proven to the satisfaction of the Company;
 - (5) Fails to advise the Employer within five (5) working days prior to the end of an extended leave of absence of his desire to be reinstated, or fails to report to work at the termination of any leave of absence, unless in either case he is prohibited by an emergency which is properly reported;
 - (6) Accepts other employment while on leave of absence.
- (g) When employees in the bargaining unit covered by this Agreement are promoted or transferred to positions outside the bargaining unit, they will retain and accumulate seniority for a period of six (6) months, during which period such employees may, at the discretion of the Company, be allowed to return to the bargaining unit. In such event, the employee may only return to the job he left. If at the conclusion of the six (6) months, the employee is outside of the bargaining unit; he will lose all seniority rights under this Agreement.
- (h) It is the responsibility of all employees to immediately notify the Company, in writing, of any change of address or telephone number. The failure of the employee to take action to insure that such information is current shall remove from the Company any and all liability under this Agreement in matters wherein such information is integral to the fulfillment of a Company obligation or responsibility.
- (i) The Company shall contemporaneously with the execution of this Agreement provide the Union a list of all present employees in the bargaining unit covered by this Agreement showing their respective job titles and seniority dates. Said list shall also be posted in a conspicuous place where notices to employees are usually posted by the company for a period of thirty (30) calendar days. The Company agrees to provide updated seniority lists at six (6) month intervals following the effective date of this Agreement and will mail a copy of said list to the Union.

ARTICLE XI

LAYOFF AND RECALL

- (a) When a reduction in the workforce is necessary, such reductions shall be by inverse order of seniority with probationary employees being laid-off before any employee with seniority provided that remaining employees, possess the present skill, ability and qualifications to perform the available work without training or break-in.
- (b) Senior employees who are deemed surplus in a reduction in force shall be offered the opportunity to displace junior employees provided that in each case the senior employee possesses the present skill, ability and qualifications to perform the available work without training or break in. A junior employee so displaced shall have the same displacement right if opportunities for its exercise exist. The demotions list will include only employees that have been demoted (i.e., less pay) through a Reduction in Force (RIF).
- (c) Employees shall be recalled to work from layoff/demotion in reverse order of layoff/demotion provided that in each case the employee possesses the present skill, ability and qualifications to perform the available work without training or break-in.
- (d) Recall of employees from layoff shall be conducted in the following manner:
 - (1) Notice of recall shall be mailed to the laid-off employee by certified mail, return receipt requested, sent to the last address provided the Employer by the employee;
 - (2) The notified employee shall advise the Employer within two working days of receipt of the notice of his desire to return to work, and shall report for work within five (5) working days of receipt of the notice;
 - (3) The failure of a recalled employee to take either step required in paragraph (2) above shall result in severance of seniority and the employment relationship.
- (e) Employees on layoff for one (1) year or less who are recalled will maintain their seniority date and continuous service date for purposes of Company benefits.
- (f) The Recall Period will be twenty-four (24) months.
- (g) Any dispute over the application of this Article will be subject to the Grievance and Arbitration procedures provided herein.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of vacancies and newly created positions within the jurisdiction of this collective bargaining agreement shall be posted on employee bulletin boards, within seven (7) calendar days from the date of the vacancy, or the establishment of the new position. The employees shall be given seven (7) calendar days time in which to make application to fill the vacancy or new position or any other vacancy that may result from filling the original vacancy or new position. The Employer shall establish a meeting within seven (7) calendar days of the closing date for anyone who has expressed interest in the vacancy(s). Each bidder by seniority will be given an opportunity to accept or refuse the vacancy open to them. As a person accepts a vacancy, their vacated position becomes available to the next person by seniority until all vacancies are filled. For all vacancies, the most senior employee making application shall be transferred to fill the vacancy, provided the employee has the necessary qualifications to perform the duties of the job and there is no other applicant who can be shown to be better suited for the position by reason of superior experience, skill and ability. Newly created positions or vacancies are to be posted in the following manner:

1. Type of work.
2. The classification.
3. The place of work.
4. The starting date.
5. The rate of pay.
6. The hours to be worked.
7. The minimum qualifications for the position.

Postings shall be distributed to each facility.

(b) A newly promoted employee shall serve a probationary period of thirty (30) working days. The employee, upon being promoted, shall be paid the base rate of pay for the position effective the first (1st) day the employee assumes and commences work at the new position. During the thirty (30) working day probationary period, the employee may request to be returned to their former position, and the Employer shall honor such request, or in the event that the employee's work performance is not satisfactory, the Employer shall have the right to return the employee to their former position.

(c) Any employee temporarily transferred from their classification to another classification within the bargaining unit, shall be paid either the rate of the position

from which the employee is transferred, or the rate of pay for the position to which the employee is transferred, whichever is higher.

- (d) Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to an extension of thirty (30) calendar days.
- (e) Any employee who is bumped as a result of another employee returning to his/her former position (now occupied by the employee to be bumped) shall be returned to his/her former classification and rate of pay.
- (f) Any employee who is off the job for any bona fide reason at the time any jobs are posted will have the right to exercise his seniority within two days on such jobs when returning to work.
- (g) Classifications working multiple shifts will have a shift bid every twelve (12) months with shift preferences being awarded in line with classification seniority.
- (h) Relief Stationary Engineer positions are established to provide relief for scheduled and unscheduled absences. Relief engineers will relieve regular engineers as a result of absences due to vacation, holiday, personal leave or attrition. Scheduled absences will be scheduled at least two weeks in advance. Emergency relief will occur on an as-needed basis, with the relief engineer being provided a minimum of 24 hours notice.

Relief Stationary Engineer positions will be bid in the same manner as a shift.

ARTICLE XIII

NEW JOBS

- (a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, provided such action on the part of the Employer shall not be directed towards reducing the rate of a job in which no substantial change in the job itself has occurred. The Employer shall place into effect the new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such job, which has been placed into effect upon the institution of such new job.
- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or

upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Attachment A of this Agreement.

- (c) The Company agrees to furnish the Union with job descriptions for any job classifications for which wage rates and duties are a part of this agreement. The Union shall be notified of modifications of, or additions to, such descriptions prior to application thereof.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

- (a) Dismissal, suspension, and/or any other disciplinary action shall be only for just causes, with the employee having the right to defend themselves against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the Employer first (1st) became aware of the conditions giving rise to the discipline. Written notification of dismissal, suspension, and/or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:
1. The state of being under the influence of Alcohol and/or illegal drugs and/or possession of same.
 2. Dishonesty.
 3. Insubordination.
 4. Theft or vandalism.
 5. Excessive Absenteeism.
 6. Willful or repeated violation of agreed upon Employer's Rules.
 7. Violation of site work rules, or statutes or governmental regulations.
- (b) Written reprimands shall be removed from an employee's personnel file after a period of one (1) year without an occurrence of disciplinary action against the employee, excluding drug or sexual harassment charges.

ARTICLE XV

LEAVES OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a

leave of absence without pay, and without loss of seniority, for a period of time up to twelve (12) weeks.

- (b) Leaves of absence without pay and without loss of seniority, may be granted for up to two (2) weeks for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.
- (c) Leaves of absence without pay, and without loss of seniority, may be granted for reasonable periods of time for training related to an employee's regular duties. The employee should give six (6) months advance written notice whenever possible.
- (d) The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (e) Leaves of absence without pay, and without loss of seniority, will be granted as required by law to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their required annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty. The Company will reimburse up to ten (10) days the difference between total military pay and the employee's straight time wage entitlement for the same period of time.
- (f) Any employee in the bargaining unit who is either elected or appointed to a position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence without pay for the term of such office or position, and the employee shall not accumulate seniority during their term of office or position, and at the end of such term, shall be entitled to resume their regular seniority status and all job and recall rights.
- (g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.
- (h) Unpaid Personal Leave: An employee may apply to Management for an unpaid personal leave of absence for up to two (2) weeks' duration. The granting of said requests shall be at the discretion of the Project Manager. A request that is denied shall have the reason(s) for the denial so stated on the request form. Seniority shall not accrue for leave time granted under this Section.
- (i) All provisions of the Family Medical Leave Act (FMLA) shall apply unless provisions of this collective bargaining agreement provide for a greater benefit.

ARTICLE XVI

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

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

All grievances shall be processed in the following manner:

Step One: Within five (5) normal working days of the occurrence of the incident giving rise to the grievance, or within five (5) normal working days following the date the employee first reasonably should have known of the events giving rise to a grievance, with the objective of settling the matter informally, the affected employee shall first discuss the matter with the Immediate Supervisor, with or without an Union Shop Steward.

Step Two: If the aggrieved employee is dissatisfied with the Immediate Supervisor's response in Step One, the employee, with or without the steward, shall within ten (10) normal working days from the date of the occurrence giving rise to the grievance, present such grievance in writing to the Project Manager. The Project Manager and/or the Union may request a meeting between the Project Manager and the Union Business Agent to resolve the issue at this step. The request for the meeting must be made within the time constraints placed on the respective parties, i. e., within ten (10) working days after the occurrence of the incident by the Union and within five (5) working days after receipt of the written grievance by the Project Manager.

The written grievance shall contain the following:

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

Grievances missing any of the above elements shall not be considered. The Project Manager shall give the employee and/or the Union a written answer to the grievance within five (5) normal working days of the receipt of the written grievance or within five (5) normal working days after the meeting with the Union Business Agent if such a meeting occurs.

SECTION 2

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

SECTION 3

Both parties to this agreement will make every effort to follow the steps in the grievance process in a timely manner.

SECTION 4 - Arbitration

If the grievance is not satisfactorily resolved in Step Two, the union may within five (5) normal working days after receipt of the Step Two answer request that the grievance be resolved by an impartial arbitrator. Such a request must be in writing and must be submitted to the Project Manager. If the union fails to request arbitration within five (5) normal working days after receipt of the Company's Step Two answer, the matter shall be considered settled based on the Company's Step Two answer.

In the event arbitration of the grievance is requested, the parties shall select an impartial arbitrator. If the parties are unable to agree on any arbitrator within ten (10) normal working days, either party may, within two (2) days thereafter request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which an arbitrator for the grievance shall be selected by the parties. The Union and the company shall strike names alternately until only one individual is remaining on the list, and that individual shall be the arbitrator. The moving party shall strike the first name.

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

The expense of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, including the cost of witnesses.

SECTION 5

Should the union want employees to be witnesses at any arbitration hearing, the union will be responsible for any lost pay incurred by the employee. Further, the union will notify the Company within two (2) normal working days prior to the hearing of the names of the employees who will be witnesses. The Company may stagger the release of the employees so as to not interfere with production.

SECTION 6

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

SECTION 7

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

SECTION 8

For purposes of computing time under any of the provisions of the Article, the day of the occurrence, answer, or meeting shall be included in the calculation of time.

SECTION 9

The arbitrator shall hear only one grievance at a time.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1. Work Week

The regularly scheduled workweek shall consist of five (5) consecutive days of eight (8) consecutive hours or four (4) consecutive days of ten (10) consecutive hours. Other schedules may be established by mutual consent of the Employer and Employee.

Section 2. Overtime Rates

Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) workweek. Vacations, holidays, jury duty and bereavement will be considered as time worked for the calculation of overtime.

Section 3. Distribution of Overtime

- (a) Overtime shall be divided and rotated as equally as possible within the bargaining unit, according to the overtime roster within classification, and among those employees who regularly perform such work, provided they are qualified to perform such work. The appointed management representative will maintain the overtime roster.
- (b) All overtime worked or refused will be posted on the bulletin board at the workplace monthly.

Section 4. Shift Differential

An employee will be considered as regularly assigned to a shift if he/she is assigned to that shift for one week or longer. Employees who are regularly assigned to a shift who occasionally come in early or stay late into another shift will only receive shift differential for their regularly assigned shift. Employees who swap shifts shall receive the shift differential for the shift that they actually work. Employees in relief positions shall receive the same shift differential as the employee for whom they are providing relief.

Employees will receive shift differentials as follows:

- a. Day shift (starting at 6:00 a.m. or later and before 12 noon) -- none.
- b. Second shift (starting at 12 noon or later and before 5 p.m.) --\$.50 per hour.
- c. Night shift (starting at 5 p.m. or later and before 6 a.m.) -- \$.75 per hour.
- d. Rotating shift - \$.75 per hour.

Section 5. Meal Periods

If a meal period is missed during an entire shift, the employee should report the situation to his/her supervisor for possible compensation or time off.

ARTICLE XVIII

PERSONAL LEAVE AND DEATH IN FAMILY LEAVE

Section 1. Personal Leave

- (a) Effective October 1, 2007 each employee will accrue annual personal leave as follows:
 - 1 to 3 years of service = 6 days, accrued monthly at the rate of 4 hours;
 - 4 to 6 years of service = 7 days, accrued monthly at the rate of 4.66 hours;
 - 7 to 10 years of service = 8 days, accrued monthly at the rate of 5.33 hours;
 - 11 to 13 years of service = 9 days, accrued at the monthly rate of 6 hours;
 - 14 or more years of service = 10 days, accrued at the monthly rate of 6.66 hours.

Personal leave may be used in conjunction with vacation and holidays. The employee may carry forward all or a portion of unused accrued days to the following year. However, should the Employer's contract with the IRS be terminated for any reason, the Employer shall not be liable for any unused personal leave. Sufficient notice shall be given by the Employer to enable employees with accrued unused personal leave to utilize those days.

(b) At the time of termination, unused personal leave balance will be paid to the employee.

Section 2. Death In Family Leave

All employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, step-children, parents, immediate parents-in-law, brother, sister, grandchildren and grandparents. Additional time off will be granted for necessary time to travel to distant states for funeral services by the fastest transportation available.

ARTICLE XIX

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Day
Martin Luther King Day
Presidents Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

(b) Employees who work on any of the above named holidays will receive regular holiday pay for that day plus the appropriate rate of pay for each hour worked, or at the option of the employee, shall be entitled to an additional day off with pay for the holiday. Any employee electing to take an additional day off for the holiday will be allowed to use this day as a personal day and such day will be treated as a personal day under Article XVIII.

(c) Holiday pay shall count as hours worked for the purpose of computing overtime.

(d) If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive their normal day's pay for the holiday. The additional day off must be

taken within thirty (30) days after the actual holiday, subject to operational constraints.

- (e) Employees off sick on the holiday, or the day before or after the holiday shall be required to submit medical proof of illness to receive holiday pay.
- (f) When the scheduled holiday falls on a scheduled day off, the employee shall have the option to receive an additional day off with straight-time pay, or pay in lieu of the day off.
- (g) In addition to the above holidays, employees shall be granted any holiday that may hereafter be established by an act of the Congress of the United States or by proclamation of the President of the United States, provided the Contracting Officer approves Company reimbursement.

ARTICLE XX

VACATIONS

- (a) All employees covered by this Agreement shall receive an annual paid vacation, with such vacation time to be granted according to the following schedule:
 - One (1) through three (3) years of service: 10 Days Vacation with Pay, accrued biweekly at the rate of 3.077 hours.
 - Four (4) through six (6) years of service: 12 days Vacation with Pay, accrued at the biweekly rate of 3.692 hours.
 - Seven (7) through ten (10) years of service: 15 Days Vacation with Pay, accrued at the biweekly rate of 4.615 hours.
 - Eleven (11) through thirteen (13) years of service: 17 Days Vacation with Pay, accrued at the biweekly rate of 5.23 hours.
 - Fourteen (14) or more years of service: 20 Days Vacation with Pay, accrued at the biweekly rate of 6.154.
- (b) Employees shall start accruing vacation from the first day they join the Company (JULIAN DATE). During a milestone year (6th or 13th) an employee will accrue at the lower rate until reaching his/her Company (JULIAN DATE) service anniversary. The individual will then begin accruing at a higher rate. An employee may not carry more than forty (40) hours earned vacation from the previous calendar year to the following year. Vacation cannot be taken in advance of its accrual unless approved by Management.
- (c) Employees terminating employment, or on a leave of absence shall receive a prorated vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between the employee's anniversary date and their termination date.

- (d) Annual paid vacation days earned shall be scheduled with the approval of the Project Manager.
- (e) An employee (other than probationary) who leaves the service of the Company, unless discharged for cause, shall be paid pro rata for vacation earned but not taken.
- (f) Time spent on military leave of absence shall be considered length of service for the purpose of determining an employee's eligibility for vacation provided by this article.
- (g) An employee will be allowed to carry over an unlimited amount of vacation from year to year. However no employee will be paid for more than eighty (80) hours should the employer's contract with the IRS be terminated for any reason.

ARTICLE XXI

HEALTH AND WELFARE

Effective June 1, 2005 all full-time employees covered by this agreement will receive benefits as described in Article XXV.

ARTICLE XXII

NO STRIKE/NO LOCKOUT

- a) It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, sit-in, picketing, demonstration, concerted work stoppage or any intentional interruption of work during the life of this Agreement.
- b) Any employee or employees engaged in the above-prohibited activities shall be subject to disciplinary action and/or discharge.
- c) During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE XXIII

GENERAL

Section 1. Deductions

The Employer agrees to make available to all of the employees covered by this Agreement payroll deduction services, such as the Electrical Workers Local 474 Federal Credit Union, Savings Bonds, United Way, etc.

Section 2. Employee Notification

Employees who are unable to perform their duties because of illness or disability, should whenever possible, notify their immediate supervisor of that fact at least two (2) hours prior to the start of the scheduled working hours. In the event that an illness or disability extends beyond the first (1st) workday, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability. The Company may require employees to provide a physician's statement attesting to the need for the absence in cases of chronic absenteeism or where the Company suspects abuse.

Section 3. Lead Positions

- (a) It is the sole prerogative of management to appoint employees to lead positions and to abolish lead positions.
- (b) Lead positions will be selected from the bargaining unit. The Company will select lead positions based on ability, fitness, skill, and knowledge. The Company shall notify the Union of lead persons assigned.
- (c) Lead persons should be qualified to perform the duties for which they are responsible, in order that they may train any employee coming into their section/department and direct employees in their assignment of work, as instructed by their supervisors.
- (d) Lead persons are to work in peace and harmony with their fellow employees. They are not empowered to hire, fire, suspend or discipline, or recommend discipline for any employee. Lead persons are simply to carry out instructions as directed by their supervisors and report any problems they incur.
- (e) Lead persons will make 8 1/2% above their highest paid subordinate but will not make less than the designated pay for his/her classification.

Section 4. Bulletin Boards

The Company shall provide a bulletin board for the use of the Union. It shall be of sufficient size to post Union communications. All notices placed on this board shall relate solely to Union business and shall be signed by an official of the Union or his designee. A copy of all such notices, except those of the type listed below, shall be submitted to the Project Manager, or his designee, for approval prior to posting:

- (a) notices of Union meetings
- (b) notices of elections of Union officials and the results of such elections
- (c) notices of recreational and social events
- (d) standard professionally prepared posters
- (e) Electrical Workers Local Union No. 474 newsletters

There shall be no distribution or posting by the Union, or by employees, of advertising or political material or any other kind of literature on Company property other than herein provided.

Any employee who defaces, adds to, deletes or marks on any general notices or bulletins, or posts bulletins or notices that are racially or sexually offensive, or slanderous or defamatory toward any individual or group, including the Company or the Customer, shall be subject to disciplinary action up to and including discharge.

Section 5. New Employees

When the Company hires a new employee, it will provide the Union the following information within the newly hired employee's first thirty (30) days of employment: name, address, date of hire, Social Security Number, classification, and shift assignment.

Section 6. On-Call and Call-in Pay

Employees who are called in outside of normal working hours shall receive a minimum of four hours at the base rate or hours actually worked, whichever is greater.

Section 7. Licenses

The renewal of any licenses or certificates required by the Company will be paid for by the Company.

Section 8. Personnel Files

Each employee shall be given the right to inspect his or her personnel file upon request. The Union Representative will have the right to inspect the personnel files of all represented employees in order to ensure that they are treated the same.

Section 9. Pay Frequency

Represented Employees shall be paid every two weeks.

Section 10. Exchanging of Shifts

With Supervisory approval, represented employees in the same classification may exchange shifts by mutual consent for short periods of time. The shift pick provision of this agreement will not be used in this provision.

Section 11. Training

The Employer shall give due consideration to an employee's request to seek additional or continuing training or equipment certification(s) provided such training pertains to the current or future job task assigned to such employee.

The Employer shall pay for any training approved, including but not limited to the training itself, wages, benefits, travel, lodging and meals.

ARTICLE XXIV

JURY DUTY

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

ARTICLE XXV

BENEFITS

During the life of this agreement each full time employee will receive the fringe benefit level of the most recent wage and benefit determination calculated for the Memphis, Tennessee area based on 2080 man hours per year. Such fringe benefit levels will be adjusted yearly on October 1st. All insurance costs which exceed the annual fringe benefit calculations will be deducted from the employee's pay. Each employee has the choice not to participate in the Employer sponsored insurance, provided the employee can provide proof of insurance coverage elsewhere. Any unused portions of the fringe benefit package will be placed in the individual employees 401K.

LINC Government Services

Employee Benefit Package

Effective January 1, 2010

Effective 01 JAN 2010	2010 Monthly Rates	
	Employee Cost	2010 COBRA
CIGNA Medical		
Choice Select/Plus		
Employee Only	\$46.00	\$490.62
Employee + Family	\$165.00	\$1,134.24
Network Only		
Employee Only	\$46.00	\$500.82
Employee + Family	\$165.00	\$1,159.74
High Deductible Plan		
Employee Only	\$46.00	\$417.18
Employee + Family	\$165.00	\$962.88
CIGNA Dental		
Employee Only	\$27.00	\$27.54
Employee + Spouse	\$54.00	\$55.08
Employee + Children	\$61.00	\$62.22
Employee + Family	\$87.00	\$88.74
CIGNA Vision		
Employee Only	\$8.00	\$8.16
Employee + Spouse	\$15.00	\$15.30
Employee + Children	\$14.00	\$14.28
Employee + Family	\$20.00	\$20.40

Short Term Disability

Premium costs based on employee's age & rate of pay

Long Term Disability

Voluntary Group Term Life Insurance

Premium cost based on employee's age & coverage

Hartford Life 401 (k) Plan

***Reduced to \$13,000 at age 65**

Prior to increasing Health Insurance Premiums the Company and the Union will meet to discuss all options, i.e., plan design changes, etc.

ARTICLE XXVI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Attachment A – Wage Schedule. Due to the size of the project the Employer and the Union both recognize that cross-utilization of personnel will be needed in all classifications to facilitate operational requirements. However, the Employer and the Union both understand that this provision will not be used to reduce the workforce by combining jobs.

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto.

ARTICLE XXVIII

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XXIX

TERMINATION AND MODIFICATION

This Agreement shall become effective July 1, 2010 and shall continue in full force and effect to midnight June 30, 2011. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other not later than 90 days prior to the expiration date of this contract, or 90 days prior to any succeeding year. Upon said notice being given, the parties shall commence bargaining no later than June 1.

ARTICLE XXX

WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservation or unexpressed understanding. It is agreed and understood by the Company, Linc Government Services and the Union, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO) Local 474 that all matters not contained and expressly provided for herein remain the exclusive province of management, and any aspect of hours, wages, rates of pay and other conditions of employment not covered by specific stipulation in a particular provision of this agreement is declared to have been expressly eliminated as a subject for bargaining and during the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this agreement will become the subject of arbitration.

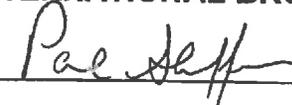
IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

LINC GOVERNMENT SERVICES



VP of Contracting

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO) Local 474



ATTACHMENT A

WAGE SCHEDULE

Title	1 Oct 10		
Stationary Engineer	\$ 25.93		
Maintenance Electrician	\$ 25.93		
Fire Alarm System Technician	\$ 25.93		
Diesel/Industrial Mechanic	\$ 25.93		
Plumber	\$ 25.93		
General Maintenance Worker	\$ 19.70		
Computer Operator	\$ 22.83		
Procurement Clerk	\$ 17.16		