

**AGREEMENT
BETWEEN THE**

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 769**

AND

**NAES CORPORATION
GRIFFITH ENERGY PROJECT**

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AGREEMENT

THIS AGREEMENT is entered into and between NAES Corporation located at 1180 NW Maple Street Suite 200, Issaquah, Washington, hereinafter referred to as "Company", and Local Union 769, International Brotherhood of Electrical Workers, affiliated with the AFL-CIO, hereinafter referred to as "Union".

The general purpose of this Agreement is to set forth the hours of work, rates of pay, and conditions to be observed by the Company, Union, and employees and to provide orderly and harmonious procedures between the Company, Union, and employees. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of business.

Whereas, the employees of the Company agree that they will, individually and collectively, perform loyal and efficient work and service for the Company, they will use their influence and best efforts to protect the property of the Company and its service to its customers.

It is the intent of the parties to set forth herein their Agreement covering rates of pay, wages, hours of employment and other conditions of employment; to promote efficiency, safety and productivity for employees and to provide for prompt and fair settlement of grievances, therefore, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

1.1 The Company recognizes the Union as the exclusive representative of the employees of the Company at the Griffith Energy Project (GEP), located at 3375 W. Navajo Drive, Golden Valley, Arizona, who are employed in the classifications specified in APPENDIX B, and as certified by the National Labor Relations Board Case No. 28-RC-6582.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall be in effect from March 1st, 2010 and shall remain in effect through December 31, 2011 and shall continue in full force and effect from year to year and thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

1. Both parties agree to terminate the Agreement.
2. If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiration date of the Agreement, give written notice to the other party, specifying the changes desired. Negotiations shall begin at an agreed date by the parties.
3. In the event the parties fail to reach a mutual agreement on such proposed changes or amendments by the annual expiration or renewal date, the Agreement will be extended for a period of thirty (30) calendar days to allow further negotiations.

4. If the parties fail to reach mutual agreement at the conclusion of the thirty (30) day extension, the Agreement shall be terminated.

2.2 The parties may at any time, by their mutual agreement in writing, modify or supplement this Contract in any particular manner, to take effect at any time agreed upon; however, neither party shall be obligated to bargain with the other respecting any matter whatsoever except as required under Section 1 of this Article.

2.3 The parties recognize that the Company operates the GEP under an Operation & Maintenance agreement with, and as directed by, the facility owner and/or owner's agents. If, for any reason, the Company's O&M agreement were to terminate during the term of this Agreement, this Agreement would concurrently terminate and the Company's obligations there under would immediately cease.

ARTICLE 3 CONTINUITY OF SERVICE

3.1 The Company is engaged in a customer service requiring continuous service upon demand and it is agreed that recognition of such service obligations during the term of this Agreement is imposed on both the Company and the Union.

3.2 During the term of this Agreement, the Union, its agents, representatives, employees and persons acting in concert with it agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage, handbilling where handbilling may interfere with current or future operations, or any other type of similar interference with respect to the GEP; and it is expressly agreed that any such action is a violation of this Agreement. Upon receipt of a written notice of a violation to the Union, the Union and its officers shall take immediate action and will use their best efforts to notify any Union officers, members, representatives or employees, or persons acting in concert with them, either individually or collectively, to cease and desist from any violation immediately and to return to work. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue any and all remedies available under law in the event of a violation of this provision. Any employees inciting, encouraging, or participating in any strike, walkout, slowdown, sit down, stay-in, boycott, sympathy strike, sick-out, picketing, or other work stoppage, handbilling where handbilling may interfere with current or future operations, or any other type of similar interference with respect to the GEP, or other activity in violation of this Agreement are subject to discipline up to and including discharge.

3.3 In consideration of the foregoing, the Company agrees that it shall not lock out or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Company, nor does "lockout" include the Company's decision to terminate or suspend work at the Plant or any portion of the Plant for reasons unrelated to economic pressure on the Union or its members.

3.4 The employee's right of appeal to the grievance procedure of any disciplinary action pursuant to Section 3.2 above is limited to the determination of whether the violation occurred.

No Arbitrator has the authority or discretion to prescribe different discipline from that imposed by the Company.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Company shall at all times, subject to the provisions of this Agreement and the law, retain the sole right to manage its business and direct the working force, the equipment incidental to operation, and the scheduling of production; to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement; the right to lease or to sublease; the right to expand, sell, subcontract, move, establish new operations, transfer and/or terminate all or part of its operations; the right to establish and/or change hours of work including number of hours worked and/or work schedules as shown in Article 8 and Appendix C; the right to select, hire and layoff employees and/or to determine the size, content, and composition of the required jobs within the Plants, including the right to set job requirements and judge performance; to cross-train employees; to reassign job tasks between employees without changing job classifications; to eliminate or create new jobs; to determine the levels of productivity, quality and efficiency; the right to discipline, suspend or discharge employees with just cause; the right to change or introduce any new or improved methods, materials, equipment or facilities; the right to promote; the right to determine the methods, techniques and types of work or service to be performed, not performed, or work or service to be subcontracted; and the right to make and enforce reasonable rules and regulations as the Company may consider necessary for the operation of its business. The exercise of management rights in this Article is not subject to Grievances and Arbitration under Article 11.

ARTICLE 5 UNION RIGHTS

5.1 The Company agrees to permit the Union to use reasonable space for the purpose of posting notices pertaining to Union affairs upon a bulletin board, which is furnished by the Company. These notices shall be limited to official Union business and shall not contain any political material, or any partisan or anti-management propaganda.

5.2 The Union agrees that neither its officers nor any of its members will conduct any Union activities on Company time or Company property. Notwithstanding the foregoing, the Business Manager and Assistant Business Manager shall be permitted to visit a work place for the purpose of fulfilling the Union's obligation to the employees in the administration of this Agreement. Permission for either of these Union representatives to confer with an employee during working hours must be secured from the Plant Manager, or his/her designee, and the visit shall not interfere with operations of the GEP.

The visit must be related to the administration of this Agreement. Solicitation of membership and collection of dues shall not be considered a valid reason for visiting an employee during working hours and such activity shall constitute grounds for refusal of further permission to visit a working place during working hours.

5.3 In the event the Business Manager desires to meet with the Plant Manager or other authorized management representative on a matter concerning the administration of this Agreement, the Business Manager shall advise the Plant Manager or other authorized management representative of the proposed subject matter for discussion. If the Plant Manager or other authorized management representative and Business Manager deem the matter appropriate for discussion, a meeting shall be held at a mutually agreeable time.

5.4 For the purpose of representation within GEP, the Union shall be entitled to select two (2) stewards, who shall restrict their activities to the handling of grievances and other legitimate Union business. The stewards shall not conduct Union business during their regular working hours without obtaining prior approval from a supervisor. The stewards shall be allowed a reasonable amount of time for this purpose. All meetings with Company representatives on grievance matters shall be conducted prior to or at the conclusion of the work shift, unless mutually agreed otherwise.

5.5 Each steward shall be a regular full-time member of the bargaining unit and shall perform the work assigned by the Company. Stewards shall not be recognized by the Company until the Union has notified the Company's Human Resources department in writing of the selection.

5.6 One (1) Local Representative on the Union's Collective Bargaining Committee, who is an active employee of the Company, shall be excused without pay for those hours during their normal workday when participating in meetings for negotiations with the Company.

ARTICLE 6
NOTICES BETWEEN THE UNION AND THE COMPANY

6.1 Notices hereunder shall be deemed to have been adequately given if served by certified mail upon the persons named below at the addresses indicated unless otherwise notified in writing.

Notice to the Union shall be addressed to:

IBEW-LOCAL #769
Attn: Business Manager/Financial Secretary
3232 N. 20th Street
Phoenix, AZ 85016-7234

IBEW-LOCAL #769
Attn: Assistant Business Manager
3232 N. 20th Street
Phoenix, AZ 85016-7234

Notice to the Company shall be addressed to:

NAES Corporation
Attn: VP, Human Resources
1180 NW Maple St. Suite 200
Issaquah, WA 98027

NAES Corporation
Attn: Human Resources Manager
1180 NW Maple St. Suite 200
Issaquah, WA 98027

6.2 Either party may, in its sole discretion, designate in writing any new persons to receive said notices during the life of this Agreement.

6.3 The Company and the Union agree that notice may be made by electronic mail, to the addressees listed in 6.1 above.

ARTICLE 7 ANTI-DISCRIMINATION

7.1 The Company shall not discriminate against any employee because of membership in or activity on behalf of the Union. The Union shall not discriminate against, coerce, or intimidate any employee because of non-membership in the Union.

7.2 The parties agree that employees are entitled to equal employment opportunity and the parties will not discriminate against qualified employees or applicants by reason of his or her race, creed, religion, color, sex, national origin, age, disability, veteran status, marital status, perceived or actual sexual orientation or citizenship status, as these terms are defined and interpreted under the provisions of the following statutes, as amended: Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Immigration Reform and Control Act of 1986, and any other applicable federal/state/local laws governing discrimination.

7.3 The Union acknowledges its obligation to inform its members, officers, and agents of their obligations to abide by the laws, regulations and policies which prohibit discrimination, intimidation, or harassment. The Union further acknowledges its obligation to train its officers, agents and stewards to be sensitive to the requirements of this Article.

7.4 The Union recognizes that bargaining unit employees must comply with the Company's non-discrimination policy and its policy against harassment. The Union also recognizes that, should the Company determine that an employee is in violation of the non-discrimination or harassment policy, the employee will be subject to disciplinary action up to and including discharge.

7.5 The parties further agree that any alleged discrimination or harassment covered by this Article may be subject, upon the mutual agreement of the parties and the grievant, to the grievance procedures set forth in the collective bargaining agreement, and that in electing this remedy, the parties hereby waive any rights they may have to trial by jury in regard to arbitrable or non-arbitrable claims, including without limitation any right to trial by jury as to the making, existence, validity or enforceability of the agreement to arbitrate.

7.6 If, pursuant to any court or administrative order or settlement of a lawsuit or charge under any anti-discrimination law, the Company must change or provide terms and conditions of employment inconsistent with this Agreement, the parties agree that said court order or settlement terms shall supersede the provisions of this Agreement.

ARTICLE 8 HOURS OF WORK

8.1 The work week shall be seven (7) consecutive calendar days beginning at 6:00 a.m. on Monday and ending at 5:59 a.m. on the following Monday. The work day shall be any period of 24 consecutive hours beginning with the starting time of the employees' scheduled work period.

8.2 Except in cases where the Company adopts an alternative work schedule as noted below in this Article and in Appendix "C", the regular working hours will be 40 hours per week, including a meal period of one-half (1/2) hour or less. Unless otherwise altered by the Company per the terms of this Agreement, non-shift employees shall work eight (8) hours per day, Monday through Friday, between the hours of 0500 and 1700. While it is the intent of the Company to maintain a normal schedule of weekly employment, this statement shall not be considered a guarantee of any minimum hours of work, or as a limitation of the number of hours which the Company may reasonably require an employee to work if the conditions necessitate additional hours of work, or any guarantee as to a specific schedule of work.

8.2.1 The Company may, in addition to the schedule noted above, schedule work shifts, without incurring a duty to bargain, in the following configurations:

(A) Ten (10) hours per shift for four (4) days within a work week as set forth in Appendix C.

(B) Twelve (12) hour shifts for three (3) days within a work week, followed by twelve (12) hour shifts for four (4) days within the next work week as set forth in Appendix C.

8.2.2 The Company will provide notice to the Union fourteen (14) calendar days prior to modifying the work schedule during the course of normal business. Notification will not be required in the event of an emergent business need.

For non-shift employees, work time shall include a meal period of one-half (1/2) hour or less. This meal period normally occurs midway through the employee's workday. Time taken to eat a meal will be considered as time worked.

This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. The Company will provide forty-eight (48) hours' notice of any change in work schedule, provided that the Company will not change any individual employee's work schedule more than once a week. The Company will only change schedules to support a current business need.

8.3 Nothing contained herein shall be construed as preventing the restructuring of the normal work day or work week as deemed reasonable to provide service in the event of work stoppage, failure of utilities to provide electricity, water, or gas for reasons beyond the Company's control, failure of the sewer system, or interruptions of work caused by acts of God or any other reason beyond the control of the Company.

8.4 A Shift Employee works a job that is staffed with a rotating twenty-four (24) hour per day shift, on a seven (7) day a week basis, including holidays. Because the nature of Shift

Employees' work requires continuous monitoring of station conditions for safe and efficient operations, such employees cannot leave their work stations in order to take a meal break. Therefore these Shift Employees will be permitted to consume meals at their work stations and time to consume meals for Shift Employees shall be considered as time worked. Meals will be taken at the work station or as directed by the Supervisor. The Union acknowledges that by virtue of this Agreement the Company has notified all Shift Employees of the on-duty meal requirement and all Shift employees have agreed to this condition.

8.5 Absent circumstances as set forth in Section 8.3, the Company shall not require an employee to work more than 16 hours without an 8 hour rest period, provided relief is available. If the rest period hours overlap the employee's regular work hours, the employee shall receive the straight time rate for all overlapping hours.

8.6 Each employee shall be allowed a 15-minute paid break to be taken at his or her work station, and/or their designated break area, in each half of a workday that equals four or more hours. Under no circumstances will rest periods become cumulative from day to day.

8.7 The parties agree that there may be circumstances where the Company needs individual employees to work schedules other than those provided in this Article 8. In such circumstances, employees may voluntarily work such schedules and the Union shall be notified of such schedules.

ARTICLE 9 OVERTIME

This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

9.1 Overtime is defined as any time worked that exceeds forty (40) hours in a work week except as otherwise provided below.

9.2 Overtime rates shall be paid under the following conditions:

- (A)** If the Company schedules eight (8) hours per shift for five (5) days within a work week, the Company will pay one and one-half (1-1/2) times the regular hourly rate of pay for any hours worked over forty (40).
- (B)** If the Company schedules ten (10) hours per shift for four (4) days within a work week, the Company will pay one and one-half (1-1/2) times the regular hourly rate of pay for any hours worked over forty (40).
- (C)** If the Company schedules twelve (12) hour shifts for three (3) days within a work week, followed by twelve (12) hour shifts for four (4) days within the next work week, the Company will pay one and one-half (1-1/2) times the regular hourly rate of pay within a regularly scheduled shift after forty (40).
- (D)** Extra Work Day Assignments: If the Company assigns work on a day outside of the employees' normal workweek it will be for a minimum of four (4) hours. The

employee will be paid one and one half (1-1/2) times the regular hourly rate of pay for those hours worked and twice the regular hourly rate of pay for hours worked on the 7th consecutive day.

(E) Call Out Overtime:

(1) Will be paid at one and one half (1-1/2) times the employee's regular hourly rate of pay for the duration of the call out work except on the employee's 7th consecutive day of work which shall be paid at double time the employee's regular hourly rate of pay.

(2) The employee will receive a minimum of four (4) hours pay at one and one half (1-1/2) times the employee's regular hourly rate of pay or at double time the employee's regular hourly rate of pay for a call out on the employee's 7th consecutive day of work regardless of actual hours worked.

(F) Employees contacted away from work to answer work related questions will be paid at one and one half (1-1/2) times their hourly rate of pay for the actual time engaged in each phone technical consultation, rounded up to the nearest quarter hour.

(G) Except as specifically set forth above, the Company shall pay the standard hourly base rate of pay for all hours worked under forty (40) in a work week.

9.3 The Company shall have the right to distribute overtime in its sole discretion, but will make a good faith attempt to distribute overtime to persons with the lowest hours worked, where practical. Each employee is expected to be available to work overtime if requested to do so. If overtime is an extension of the normal work day or occurs during a lunch period, it will normally be assigned to the employee who is doing the particular job at the particular work station needed for overtime operation. All overtime scheduling must have prior approval by the appropriate supervisor.

9.4 No pyramiding of daily overtime will be permitted, i.e., there shall not be payment of more than one premium rate for the same hours worked in the same day and/or shift.

9.5 For the purpose of computing weekly overtime pay pursuant to 9.1 above, only time spent working or traveling on company business (actual travel time and hours actually worked by the employee) shall be considered unless otherwise stipulated within this Agreement. Such weekly overtime shall be paid in accordance with 9.2 A – C of this Article and shall be in addition to any other pay stipulated within this agreement.

9.6 Paid time for sick leave, FlexLeave, or unauthorized absences, such as lost time due to general leave, personal business, unexcused absence and tardiness shall not be considered as "hours worked" in computing weekly overtime pay pursuant to 9.1 above.

9.7 All overtime must be authorized by the employee's supervisor or management prior to working overtime hours except in the case of an emergency at which time the overtime may be authorized by the employee's supervisor after the emergency.

9.8 The Company shall furnish an appropriate meal when an employee is working overtime and is prevented from observing the normal meal practice and/or provide a meal for every five (5) hours of overtime work. Time to consume such meal shall be considered as time worked. In the event, the employee decides to forego the meal or the company elects not to provide such meal, the employee will be reimbursed \$12.00 for such missed meal. The schedule below shall apply to overtime meals. The schedule will apply whether the employee is working a normal or an extra workday.

Meal Provision Regular Schedule

- (A) 12-hour shift employees - after 12 hours and 15 minutes worked and every 5 hours thereafter.
- (B) 10-hour shift employees - after 11 hours worked and every 5 hours thereafter.
- (C) 8-hour shift or non-shift employees - after 10 hours worked and every 5 hours thereafter.

Meal Provision Extra Assigned Day

- (A) 12-hour shift employees - after 12 hours and 15 minutes worked and every 5 hours thereafter.
- (B) 10-hour shift employees - after 11 hours worked and every 5 hours thereafter.
- (C) 8-hour shift or non-shift employees - after 10 hours worked and every 5 hours thereafter.

Meal Provision Call Out Schedule

- (A) 12-hour shift employees - after 5 hours worked and every 5 hours thereafter.
- (B) 10-hour shift employees - after 5 hours worked and every 5 hours thereafter.
- (C) 8-hour shift or non-shift employees - after 5 hours worked and every 5 hours thereafter.

**ARTICLE 10
SHIFT DIFFERENTIAL PAY**

Employees assigned to work a shift which starts between 1500 and 0100 hours will be paid a one dollar (\$1.00) hourly premium for all hours worked on the evening shift as defined in Article 8 and Appendix C. The shift differential pay will be additive to the employee's pay rate and will not be subject to the applicable overtime multipliers.

ARTICLE 11 GRIEVANCES AND ARBITRATION

11.1 A grievance is an actual dispute or controversy concerning the interpretation or application of any provision of this Agreement.

11.2 Should either party allege a violation of this Agreement, an earnest effort shall be made to settle such matters promptly in accordance with this grievance procedure. Parties may not submit grievances on matters outside the scope of this Agreement.

11.3 A regular employee who believes he has a grievance may present the matter in accordance with the provisions of this Article either personally or with the assistance of a Union representative during working hours so long as doing so does not result in a work stoppage or slowdown or any other interference with the work of any employee.

11.4 Before filing a grievance at the Step 1 level below, an employee and/or his steward must first discuss the matter with his/her immediate manager in an attempt to resolve the matter. Any resolution of the grievance at this step shall be on a non-precedent setting basis and shall not be cited by either party in subsequent disputes. Such discussions may occur during working hours but may not unduly delay assigned work.

Step 1. If the employee has been unable to resolve the matter by discussing it with his manager, he may file a grievance with the Plant Manager within seven (7) calendar days of the occurrence of the alleged violation. The grievance must be written, and signed and dated by the aggrieved employee. The grievance shall set forth the nature of the grievance and the facts upon which it is based, the remedy which is desired and the Article or Articles of this Agreement claimed to have been violated. The formal written grievance shall be on a form, the content of which is mutually agreed upon by the parties.

Step 2. If the grievance is not resolved within fifteen (15) calendar days after submission to the Plant Manager, it will then be addressed by the Union's Business Manager or authorized representative and the Company's Vice President, Human Resources for possible resolution. Such meeting will be conducted within fifteen (15) days after being referred to the respective parties at this step.

Step 3. If the grievance is not resolved at any of the above noted steps, it may be appealed to arbitration. Written notice of the appeal to arbitration must be given to the Vice President, Human Resources no later than the thirtieth (30th) calendar day after the appeal was filed with the Vice President, Human Resources. No grievance may be appealed to arbitration unless all of the procedures set forth in this Article have been followed.

11.5 Either party may request the Federal Mediation and Conciliation Service to provide a list of no less than seven (7) qualified arbitrators by separately submitting the request directly to the FMCS. Either party may reject a list in its entirety on one occasion. Within five (5) working days of receipt of such list, the individuals to represent the parties at the arbitration hearing or one other individual appointed by each party shall confer to select an arbitrator by alternatively striking a name from the list until one name remains who shall be the arbitrator. The parties

shall flip a coin to determine who strikes the first name. The date to be set for the arbitration shall be one which is mutually agreed to by and among the arbitrator, the Union and the Company. At this Step, the parties will also attempt to resolve the issue in a manner that is satisfactory to both parties. If an agreeable settlement is not reached, the parties will jointly advise the arbitrator of the following agreed upon steps which s/he is to follow in the rendering of his/her decision:

- (1) The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. The burden of proof for any decision shall be by a preponderance of the evidence.
- (2) Back pay remedies shall be limited to a maximum of no more than one (1) month retroactive pay from the date the grievance was filed.
- (3) The arbitrator shall have no power or authority to add to or subtract from or modify in any way the terms and conditions of this Agreement. Where discipline is at issue, the arbitrator shall only have the power to adjudicate the issue of “just cause.”

11.6 Both parties shall be allowed to present such evidence and make such argument relating to the controversy as is pertinent. The parties may call such employees as are deemed necessary as witnesses in any proceeding before the arbitrator, and, if an employee is on duty, the Company agrees to arrange for them to appear as a witness, provided it receives five (5) business days notice. The party calling them will reimburse them for all expenses, including time lost. Each party shall bear the expense of preparing and presenting its own case. All fees and expenses of the arbitrator shall be borne by the party who was ruled against by the arbitrator. Any costs associated with a transcript shall be borne by the party requesting the same. In the event the opposing party desires a copy of such, such party shall be responsible for fifty per cent (50%) of the cost of such.

11.7 The decision of the arbitrator shall be final and binding upon both parties, provided that such decision shall not in any way add to, disregard or modify any of the provisions of this Agreement, or rule on any questions except the one submitted for arbitration.

11.8 These grievance and arbitration procedures constitute the sole and exclusive procedure for the processing and resolution of any grievance. As the representative of the employees, the Union may, at any step in the grievance procedure, settle a grievance or decline to process it further. Any resolution of a grievance shall be final.

11.9 In the event any of the time limits contained in this Article for the filing or appealing of grievances shall be exceeded, the grievance shall be considered dropped. Any time limit, or exclusion of any of the above steps, except that provided for in the initial filing of the grievance, may be extended or by-passed by written agreement signed by both the Company and the Union.

**ARTICLE 12
SAFETY**

12.1 All employees shall comply with all safety rules and regulations established by the Company. The Company will issue reasonable safety rules and regulations.

12.2 If an employee has justifiable reason to believe his safety and health are in danger due to an alleged unsafe condition, equipment or unsafe work habits of others, he shall inform his supervisor before proceeding with the job. The supervisor, after consulting with other supervisory personnel, shall determine what action or equipment, if any, is necessary to make the job safe or the job shall be shut down. If unsure about the safety criteria the supervisor may involve others in the job safety analysis before rendering the decision.

12.3 On a biennial basis, the Company will reimburse an employee up to \$150 for replacement of approved safety shoes.

12.4 On a biennial basis, the Company will reimburse an employee up to \$225 for approved safety prescription glasses.

12.5 Management will, on an as needed basis, replace safety equipment referenced above in 12.3 or 12.4 that becomes damaged or worn due to job related duties.

**ARTICLE 13
FLEXLEAVE**

13.1 The Company will provide FlexLeave (paid time off) benefits to employees for the purpose of allowing time away from work for vacations, funerals, personal leave, family emergencies and the first eight (8) hours of illness or injury. All regular employees working twenty (20) hours per week or more are eligible for FlexLeave accumulation. Full-time employees accumulate FlexLeave hours at the rates listed below. Part-time employees working a minimum of twenty (20) hours per week on a regular basis are eligible for a pro-rata accumulation.

13.2 FlexLeave accumulation begins upon employment and in accordance with the following chart. FlexLeave may be used as accrued.

<u>Length of Service</u>	<u>Hours Accumulated</u>	<u>Maximum Accrual</u> <u>(at any given pay period)</u>
1 st 5 years of service	10.67/month	160 hours
After 5 years of service	14.00/month	200 hours
After 15 years of service	17.34/month	240 hours
After 20 years of service	20.67/month	280 hours

13.3 Authorization Requirements

Scheduled FlexLeave is leave that is subject to advance scheduling such as vacation or other planned events. At least one (1) week notice is required unless individual circumstances warrant an exception that can be accommodated operationally.

Unscheduled FlexLeave is leave that is taken for unplanned events such as personal illness, illness of a family member, bereavement leave and other personal business or emergencies. Unscheduled leave is not subject to advance approval; however, the employee is expected to notify the immediate supervisor or manager as soon as practical and, if possible, at least two (2) hours before the beginning of scheduled work. Absences without proper notification and authorization will be uncompensated. Any continuing incidence of unauthorized absence will be subject to disciplinary action.

The above notice requirements should provide adequate time for arranging coverage during any absence. However, requests may be denied if operating conditions warrant. If more than one employee in a department requests the same time off and both requests cannot be approved, the request received first will be approved provided the required advance notice has been given. Otherwise, seniority within the department will be considered in granting the requests.

Excessive use of unscheduled FlexLeave will be cause for disciplinary action, up to and including termination. Four (4) or more occurrences of unscheduled absence in a 12-month period are considered excessive unless individual circumstances warrant an exception. Note: Supervisors are required to consult with Human Resources regarding employees with excessive unscheduled absences.

FlexLeave time is considered replacement time and may be taken only for scheduled work days and hours.

FlexLeave can be used in half-hour increments.

13.4 Payment

All FlexLeave will be paid at the employee's regular rate of base pay including any applicable premiums on base pay. Overtime compensation is not included in calculating FlexLeave or Disability payments.

At termination of employment, any unused hours in the FlexLeave account will be cashed out at the employee's regular base rate of pay that is in effect on the date of termination.

Employees who are in a negative status for Flexleave and/or sick time will be paid for the time taken as long as by the end of the month their balance is at zero or greater. Employees who would still be in the negative for Flexleave and/or sick time will only be paid the amount of hours that would bring them to a zero balance at the end of the month.

13.5 Conversion Options

FlexLeave hours may be converted at any time as provided below:

Credit unused hours above forty (40) to the Disability Account; or

Cash out up to forty (40) hours per calendar year. Payment will be made in the next payroll period following receipt of a FlexLeave Conversion Request Form. Employees are eligible to convert FlexLeave if forty (40) hours of FlexLeave have been used in the previous twelve (12) month period and if a minimum of forty (40) hours remains in the FlexLeave account after conversion. Employees may convert any number of hours with a minimum of eight (8) and a maximum of forty (40). Payment will be made in the next payroll period following receipt and verification of a FlexLeave Conversion Request Form.

13.6 FlexLeave will be administered in accordance with provisions of the Company's Human Resources Policies and Procedures Manual unless otherwise stipulated within this Agreement.

ARTICLE 14 HOLIDAYS

14.1 There shall be nine (9) designated paid holidays and three (3) floating holidays (8 paid hours) per calendar year during the term of this Agreement. The nine (9) designated paid holidays are set forth below as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve or Day After Christmas
Independence Day	(at Company's discretion)
Labor Day	Christmas Day

In the event a holiday falls on a Saturday or Sunday, the Company will designate the previous Friday or the following Monday to be observed as the holiday. The floating holidays may be selected by the employee, so long as it is approved in advance by the Company. In the event a holiday falls on a day in which the employee is regularly scheduled off, the employee will receive holiday pay. However, such pay will not be considered hours worked for overtime pay purposes.

No floating holiday will be scheduled without the specific prior approval of the appropriate and designated management person. The final decision on scheduling a floating holiday is reserved exclusively to the Company in order to insure the orderly operation of the Plant.

14.2 Each employee shall receive eight (8) hours of holiday pay at the standard hourly base rate for each of the above holidays, provided that the employee works his/her regularly scheduled work shift immediately prior to and following the holiday, or, his/her supervisor in his or her sole discretion approves payment of the holiday despite an absence. The Company will permit those employees working a ten (10) or twelve (12) hour shift to use nine (9) partial day increments of vacation time or floating holiday time to supplement the standard eight (8) hour holiday pay up to the length of the normal work shift.

14.3 When a holiday occurs during an eligible employee's scheduled vacation, he/she shall be paid for the un-worked holiday in lieu of vacation pay.

14.4 Employees who work on a holiday shall receive overtime pay at one and one-half (1-1/2) times the regular hourly rate of pay for any hours worked. In accordance with Article 14.2, the employee will also receive 8 hours of holiday pay at their regular hourly rate of pay and will not receive another day off for the missed holiday.

ARTICLE 15 SHORT TERM DISABILITY

15.1 A basic disability benefit of 60% of an employee's base pay to a maximum benefit of \$750 per week for up to 26 weeks is available to all eligible regular full-time and part-time employees who are absent from work because of a disability and have exhausted all accrued disability account hours. Basic Short Term Disability benefits only apply when an employee is absent from work due their own illness or disability; it does not apply to family member's illness or family member's disability.

15.2 Disability account hours are accumulated and may be used as described below. A ten calendar day waiting period from the date of disability must be completed before the basic disability benefit is payable.

15.3 Employees on Basic Disability status do not accrue FlexLeave or Disability Account hours.

15.4 Eligible full-time employees accrue disability account hours at the rate of 12.50 hours per month. Employees may accumulate up to 1040 hours. Part-time employees working a minimum of 20 hours per week on a regular basis are eligible for a pro-rata accumulation. At termination, no payment will be made for hours in the Disability Account.

15.5 Disability Account hours are paid according to the following schedule:

- ◆ 9th work hour through 173rd work hour of illness or injury—100% of base pay (1st month)
- ◆ 174th work hour through 520th work hour of illness or injury—90% of base pay (2nd & 3rd month)
- ◆ 521st work hour through 866th work hour of illness or injury—80% of base pay (4th & 5th month)
- ◆ 867th work hour through 1040th work hour of illness or injury—70% of base pay (6th month)

15.6 If an employee or an employee's dependent (spouse, dependent child or parent) is receiving continuing treatment for a health condition that requires periodic scheduled time off, the employee will only be required to use one day of scheduled work hours of FlexLeave for that specific condition before Disability Account hours may be used.

15.7 To be eligible for Disability benefits, employees may be required to present the supervisor with an illness or injury verification signed by a licensed physician.

15.8 Base pay including applicable premiums will be used to calculate disability payments.

15.9 An employee who becomes ill during scheduled FlexLeave (e.g. a week of vacation) may use Disability Account hours after the first day of FlexLeave provided 1) the employee calls to advise their supervisor of the illness on the first day of illness and 2) the employee (upon return to work) provides the supervisor with a note verifying the illness from a licensed physician.

15.10 Short term Disability benefits will be administered in accordance with provisions of the Company's Human Resources Policies and Procedures Manual unless otherwise stipulated within this Agreement.

ARTICLE 16 LONG TERM DISABILITY

16.1 The Company will provide Long Term Disability insurance coverage at no cost to the employee. If the employee becomes disabled as a result of accidental injury or illness for longer than six (6) months, the Plan pays 60% of the employee's monthly base salary, to a maximum of \$5000/month, for as long as the employee remains eligible.

ARTICLE 17 JURY DUTY

17.1 Where an employee is unable to report for work on the employee's regular shift by reason of jury service, the employee will, upon furnishing written proof of such service, be paid the amount he would have been paid on his regular shift, however, such reimbursement shall not exceed a total of seven (7) working days of pay in a calendar year.

It is incumbent that the employee notifies the company as soon as possible upon receipt of notice. At the employee's request, and with management's approval, he/she may be transferred to the day shift for the duration of the service. During this period, any premium pay provisions as contained in Article 9.6 are not applicable. If the employee chooses to remain on his/her assigned shift, the provisions in 17.2 (B) are applicable. This provision is not applicable if the jury service will occur during the employee's regularly scheduled day off.

17.2 The following is the interpretation to be applied to the application of Jury Pay as set forth herein:

Employees who are called for Jury Duty, or who serve on Jury Duty by being impaneled in a jury box and actively serving as a juror, shall be reimbursed for their regularly scheduled straight time pay lost, subject to the qualifications set forth below:

(A) Employees who are placed on telephone standby will be required to call to the jury office at the earliest possible time to determine their status (report to court, don't report, remain on standby until another day or time, etc.). To the extent practical, the employee will make a good faith effort to report to work until notice is made that they must report to the court.

(B) When required to report and a conflict is presented with the work schedule, the following applies:

To the extent practical, an employee assigned to the Day Shift, who reports for jury duty, and who is then excused by the court prior to 12:00 noon, shall make a good faith effort to return to work for the balance of their day shift and shall be paid straight time for any pay lost.

Night Shift employees who report for jury duty and are excused by the court prior to noon, shall report for their regular night shift work and shall not be eligible for any Jury Pay under this Article, subject to the following exception: If Night Shift employees are excused by the court prior to noon, but are scheduled to report for Jury Duty on the following day, then they shall not be required to work the night before the scheduled Jury Duty. Rather, they will be reimbursed their straight time pay lost.

Night Shift employees (except as provided in Paragraph B above) shall not be required to serve on Jury Duty in the daytime and work night shift or swing shift on the same calendar day without an eight (8) hour time off period but shall receive their regular straight time pay lost.

Night shift employees may be rescheduled to day shift when there is a long trial and the circumstances (length of trial, conflict with work schedule such that the combination thereof would present a hardship to the employee, etc.) require such. Cases will be reviewed on a case-by-case basis.

17.3 Employees will present proof of jury service, including time served.

17.4 Pay for Jury Duty shall not apply in any case where an employee voluntarily seeks Jury Duty.

ARTICLE 18 WITNESS DUTY

18.1 The Company will provide bargaining unit employees with an unpaid leave of absence from work if they are subpoenaed to appear before a court of law or other civil proceeding as a witness. Employees must apply for such a leave by submitting written request together with a copy of the subpoena to their Supervisor promptly within two (2) working days after they receive the subpoena.

18.2 If an employee receives a subpoena less than two (2) working days prior to the date when testimony is sought, the employee shall provide notice of the requested leave as soon as possible. No paid time off will be provided unless approval is granted by the Company prior to the taking of the leave.

18.3 Where an employee is absent for witness duty, the hours noted as an excused absence will not be counted as hours worked for any purpose under this Agreement.

18.4 If an employee is asked by the Company to serve as a witness for the Company at a legal proceeding, said employee shall be paid the amount he would have been paid on his regular shift, including shift differential if applicable, for all time said employee is absent from the job

preparing to testify or actually testifying in the matter. An employee absent due to service as a witness for the Company will be credited with "hours worked" for all time spent in this capacity, but not to exceed the hours the employee would have worked during their normally scheduled shift, notwithstanding any other provisions in this agreement.

18.5 The Company will reimburse employees for reasonable expenses incurred for travel, meals and lodging when attending court or a hearing at the Company's request.

ARTICLE 19

SENIORITY/LONGEVITY OF SERVICE/LAYOFFS

19.1 For purposes of transfers and/or job classification changes within the bargaining units, the Company's plant management staff, in consultation with HR, may select employees on the basis of skills, performance and ability. If skill, performance and ability are substantially equal, as determined by the Company, then the employee with the greatest service will be selected by the Company. For purposes of layoff within the bargaining unit, the Company's plant management staff, in consultation with HR, may select employees on the basis of skills, performance and ability. If skills, performance and ability are substantially equal, as determined by the Company, then the employee with the least seniority will be selected by the Company for layoff.

"Seniority" means continuous credited service in the Company's employ and shall not be interrupted by authorized time off of one (1) year or less. Unauthorized time off which results in discipline will not be counted towards service credit. A termination from employment, voluntary or involuntary, eliminates all seniority.

19.2 (A) An employee shall be considered probationary during the first 180 continuous calendar days of employment. The employee's employment may be terminated during this time at the Company's sole discretion. Probationary employees shall be entitled to coverage of the provisions of this Agreement except as modified by this or any other provision of this Agreement. Upon satisfactory completion of the probationary period, an employee will obtain seniority retroactive to his/her date of hire.

(B) Probationary employees are not eligible for certain provisions of this agreement including the use of the grievance and arbitration procedures to contest discharge matters.

19.3 Seniority shall be lost for the following reasons:

(A) Resignation;

(B) Discharge;

(C) Failure to report within seven (7) days after the sending of notice of recall from lay-off;

(D) If an employee fails to return immediately upon the expiration of a leave, or, if the employee makes application for unemployment benefits while on leave, or, if while on leave, the employee accepts employment of any nature with another

employer, s/he shall there by forfeit the leave of absence and his/her employment with the Company shall be terminated;

(E) Leaves of Absences, other than Military Leave, for greater than six (6) months; and

(F) Failure to report to work for three (3) consecutive scheduled work days without actual notice to the Company.

19.4 The Company will provide notification to the Union of any vacant positions. An employee laid off by the Company shall remain in contact with the Union, and be notified by the Union, of any Company job postings. The employee will have an opportunity to apply for the posted position.

19.5 It is understood and agreed that so long as any person is employed by the Company, their primary job interest and employment obligation shall be to the Company. If any outside employment activity has an adverse impact on the Company or affects the employee's ability or availability to perform the work as required or requested by the Company, they may be required by the Company to limit or drop such activity or leave the employment of the Company. Any such situation of this nature shall be reported to the Vice President, Human Resources and together with the Business Manager of the Union they shall first review the matter before further action is taken by the Company.

19.6 Employees are prohibited from taking other employment while off on approved sick leave or as a result of a work related injury or illness and for which they are receiving workers' compensation benefits.

ARTICLE 20 GENERAL

20.1 New employees who can verify previous actual or allied experience as determined exclusively by and at the discretion of the Company may be paid a rate at hiring commensurate with the value of such experience to the Company's operation. Adjustments in the employee's rate of pay may be made during the employee's probationary period.

20.2 Work normally done by the employees covered herein shall not be performed by supervisory employees of the Company except under the following conditions:

1. Emergencies.
2. For the purpose of personnel training and instruction.
3. When there is no employee covered herein immediately available.

20.3 Paydays will be on a bi-weekly basis pursuant to Company guidelines. Payroll funds, less legal and authorized deductions, will typically be transmitted via electronic transfer to an account(s) designated in writing by the employee or available to the employee at the facility every other Friday. If a normal payday falls on a designated holiday, the preceding workday

shall be the payday. If an employee elects to receive his/her check live/physically, such will be available to the employee at the facility.

20.4 Employees required by the Company to report to a site other than the GEP will be provided transportation and/or mileage reimbursement at the applicable IRS rate and shall be paid in accordance with the Employment Standards Act (29 CFR 785.37 – 40). The Company may, at its' discretion, change the employee's work schedule to accommodate required travel.

The employee shall be reimbursed for all reasonable expenses necessitated by such travel, such as lodging, transportation and meals. Meal reimbursements will be in accordance with the Company's policies and procedures. Acceptable documentation is required to receive reimbursement, up to the amounts specified above, from the Company.

When an employee travels out of town and is required to stay overnight, he will be provided a cash advance at the company's discretion. The Company, at its option, may arrange for prepayment with the vendor(s) or allow the employee to charge his expenses at a designated restaurant or hotel. The employee shall submit acceptable documentation of such expense to the Company upon his return.

20.5 The Company may consider an employee's disciplinary record in determining pending disciplinary action. Such review shall be limited to the past three (3) years. However, in the case of major infractions and/or terminable offenses, the Company may consider the employee's complete employment history, including discipline three (3) years or older, in determining the appropriate disciplinary action.

20.6 Employees shall have the right to review their Human Resources personnel file twice a calendar year by submitting a written request to Human Resources. The Company will respond to the employee's request within fourteen (14) calendar days after receipt of the employee's request. The review will occur at a mutually convenient day and time during business hours (8:00AM – 5:00PM) at the Plant. A Company representative will be present during the employee's review.

The employee will not be allowed to remove, alter, change or copy any documents contained in the file. The employee may submit a signed and dated written response to any matter contained in the personnel file with which the employee disagrees. The Company will ensure that the employees' signed and dated response is attached to the relevant documents in the file.

ARTICLE 21 CHECK-OFF

Section 1. The Company agrees to make payroll deductions for regular membership dues of any covered employee upon receipt of written authorization by the employee and in the amount as directed by the certified Financial Secretary, Local 769, I.B.E.W. as follows:

DUES CHECKOFF AUTHORIZATION

“I hereby authorize NAES Corporation (“Company”) to deduct from my wages each month the regular membership dues of Local Union 769, I.B.E.W., and authorize the payment of such deduction to the certified Financial Secretary, Local 769, I.B.E.W., 3232 North 20th Street, Phoenix, Arizona 85016.”

“This authorization shall continue in effect for one (1) year from the date hereof, or until termination of the current Agreement between the Union and the Company, whichever occurs sooner, and for successive periods of one (1) year each or for the period of each succeeding applicable Labor Agreement between the Union and the Company, whichever shall be shorter, unless written notice is given to the Company within the thirty (30) day period immediately preceding the expiration of each period of one (1) year or of each Labor Agreement between the Union and the Company, whichever occurs sooner.”

Employee's Signature: _____

Date: _____

Section 2. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employees’ pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified Financial Secretary or other properly designated official of the Union.

Section 3. So that all parties to this agreement may benefit from a more efficient and less costly dues remittance, such deducted dues shall be remitted via electronic transfer of funds

ARTICLE 22 FITNESS FOR DUTY

22.1 Each employee covered by this Agreement is subject to and must comply with the requirements of the Company’s Fitness for Duty Policy. Failure to comply with the policy, or any procedures contained therein, will be treated in accordance with the policy which may require immediate termination of employment. The Union has been provided with a copy of the Company’s Fitness for Duty policy. Changes to the existing policy will be reviewed with the Union before such changes become effective.

ARTICLE 23 TUITION REIMBURSEMENT

23.1 The Company will provide Tuition Reimbursement for pre-approved courses that relate to an employee’s current or projected position, and as detailed in the applicable Company policy.

- The classes may or may not be for college credit or part of a degree program.

- To be eligible for reimbursement, the employee must pass the course with a grade of "C" or better or with a "Pass" in a pass/fail system.
- There is an annual maximum reimbursement of \$2,500 per employee.

ARTICLE 24 HEALTH AND WELFARE BENEFITS

24.1 The Company may change carriers or administrators for any benefits covered by this Article in its sole discretion, provided that the Company provides comparable benefits. "Comparable benefits" does not include the same access to particular medical providers or facilities. Where benefits, benefit levels or the overall premiums contributions are changed, either increasing or decreasing the benefit or overall premiums, for whatever reason and such changes extend to non-represented employee populations covered under the Company's Health and Welfare program, then in consideration for including the program in this bargaining agreement, the Union expressly waives the right to bargain, for the term of this agreement, over such change as long as it is notified at least thirty (30) days in advance of the change to provide the Union with the opportunity to meet and confer.

24.2 The Company will provide medical, dental and vision insurance benefits and employees shall share the cost of these benefits. Employees' cost for these benefits will not exceed 30% of the monthly premium. To the extent provided by law, the Company will provide that employee costs will come from pretax income.

24.3 The Company will provide Health Care and Dependent Care Reimbursement Accounts and allow employees to contribute to the account up to the maximum allowable IRS limits, for medical and dependent care spending accounts.

24.4 The Company will provide basic life equal to one and one half (1 1/2) times annual base pay, rounded up to the next \$1,000, at no cost to the employee. AD&D insurance will be provided at two and one half (2 1/2) times annual base pay, rounded to the next higher \$1,000, to a maximum of \$250,000.

24.5 The Company will provide Business Travel Accident Insurance equal to five (5) times the employee's annual base salary in the event of injury or death while traveling on company business to a maximum of \$600,000.

24.6 In the event a dispute arises regarding the interpretation or application of any provision in this Article, the applicable Summary Plan Description and policy contract controls.

ARTICLE 25 401(k) AND RETIREMENT

25.1 Eligibility

For employee contributions and employer match, employees become participants in the 401(k) Plan on the first day of the month following their employment date. Employees become

eligible for the retirement account contribution on the first day of the month coinciding with or immediately following the date on which they complete one (1) year of service during which they have worked 1000 hours.

25.2 401(k) Plan

- A. The 401(k) portion of the Plan is elective and includes both employee's own contributions and employer matching contributions.
- B. Employee Contribution: Employees may save as much as sixty percent (60%) of their eligible pay, via payroll deduction, on a tax deferred basis up to the maximum yearly limit set by the IRS.
Employer Matching Contribution: The Company will contribute an amount equal to one half (1/2) of the first six percent (6%) of employee contributions to a maximum of three percent (3%).

25.3 Vesting

The first (1st) year of credited service is defined as twelve (12) months of service during which the employee has worked a minimum of 1000 hours. Future years of credited service are defined as the one year of service from the employee's anniversary date.

- A. Employees become vested in the Plan (employer funded allocations) according to the following schedule:
 - 20% vested after 1 year of credited service
 - 40% vested after 2 years of credited service
 - 60% vested after 3 years of credited service
 - 80% vested after 4 years of credited service
 - 100% vested after 5 years of credited service
- B. Employees are always fully vested in their own payroll deduction contributions.

25.4 Retirement Account

- A. The Retirement Account portion of the Plan is funded by employer contributions which will commence after employee satisfies the plan's eligibility and service requirements whether or not the employee chooses to participate in the 401(k) portion of the Plan.
- B. The Company contributes six percent (6%) of the employee's eligible compensation on a pay-period basis which is automatically allocated to the employee's account.

25.5 The Company may change carriers or administrators for any benefits covered by this Article in its sole discretion, provided that the Company provides comparable benefits. "Comparable benefits" does not include the same access to particular purchases or investments under the plan.

25.6 In the event a dispute arises regarding the interpretation or application of any provision in this Article, the applicable Summary Plan Description and Plan Document controls.

25.7 Where benefits or benefit levels are changed, either increasing or decreasing the benefit or vesting schedule, for whatever reason and such changes extend to non-represented employee populations covered under the NAES Retirement and 401(k) Plan, then in consideration for including the program in this agreement, the Union expressly waives the right to bargain, for the term of this agreement, over such change as long as it is notified at least thirty (30) days in advance of the change.

ARTICLE 26 LEAVES OF ABSENCES

SECTION 1. LEAVE OF ABSENCE

(a) A leave of absence for personal, medical or family medical reasons may be granted at the discretion of the Company in accordance with the Company's Human Resources Policies and Procedures Manual as presented upon the execution of this Agreement or as amended from time to time by the Company. Amendments made to these policies and procedures will be provided to the Union and the Union will be given the opportunity to meet and confer with the Company regarding such amendments before the amendments become effective.

SECTION 2. LEAVE FOR COMPENSIBLE WORK- RELATED INJURY

(a) Any employee on medical leave as a result of a compensable work-related injury, as determined by the Company's workers' compensation program, shall retain and accumulate seniority during such leave. Upon release to return to work, the employee will be placed in his/her job, location and schedule if the employee has been released for full duty. Otherwise, the Company will make every reasonable effort to provide modified duty as long as such duty is within the employee's medical restrictions and adds productive and meaningful value to the GEP.

SECTION 3. MILITARY LEAVE OF ABSENCE

(a) Employees will be granted time off for active duty and/or required active annual training in a reserve component of the Armed Forces of the National Guard, in accordance with the Company's Military Leave policy.

SECTION 4. GROUNDS FOR TERMINATION

Employees on leave of absence will be terminated if he/she:

- (a) Fails to return from a medical leave of absence or fails to seek a release to return to work from a medical leave of absence;
- (b) Accepts other employment;
- (c) Conducts self employment while on a leave of absence, that conflicts with the employee reasonably returning to work;
- (d) Fails to furnish a true statement of the reasons for such leave.

ARTICLE 27
SUPPLEMENTAL WORKERS’
COMPENSATION BENEFIT

27.1 Regular employees who are unable to work due to a compensable occupational injury may receive supplemental pay for the time the employee is temporarily and totally disabled. Such supplemental pay is equal to the difference between the employee’s workers’ compensation benefit and the amount of short term disability benefits (as defined in Articles 15 and 16) the employee is eligible to receive; the amount of the supplement when added to the workers compensation benefit cannot exceed the amount of short term disability benefit for which the employee is eligible.

ARTICLE 28
SAVINGS CLAUSE

In the event any clause or provision of this Agreement is ruled an “unfair labor practice” by the National Labor Relations Board or should become invalid by reason of present or future legislation, regulation, or decision by any court or other tribunal with jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected. In such event, the parties shall meet within thirty (30) days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner. In any event, the No Strike -- No Lockout provisions contained in Article 3 shall remain in effect for the term of this Agreement as to any issue which might be addressed by negotiations commenced pursuant to this Article.

ARTICLE 29
WAGES AND CLASSIFICATIONS

29.1 Wage Administration

(A) New hires begin at the start rate for the given job classification and progress to the next higher rate after six (6) months. After completing twelve (12) months in the job classification, the employee is paid the job rate specified in Appendix B. Once an employee has reached the job rate, the employee’s wage rate will be increased as the job rate increases.

(B) An employee must receive an overall performance rating of “Meets Requirements” to be eligible for any rate increase (progression to next rate of pay).

(C) Employees who receive an overall performance rating of “Needs Improvement” may have their rate of pay frozen for up to six (6) months.

(D) Employees on an approved leave of absence will have their progression to the next higher rate of pay for that position extended one month for each full month of absence, provided the absence exceeds thirty (30) days. The thirty (30) day period is calculated from the first working day not worked to the date the employee returns to

work. Disability leave, temporary layoff, or any other similar reason for time off, whether requested by the Company or the employee, are included under this provision.

29.2 Promotion Adjustments

A promoted, transferred or reassigned employee's wage will be adjusted to the next higher rate in the new classification (normally the start rate of the new classification). All promotional adjustments must be reviewed with the HR Representative and approved by the Plant Manager.

29.3 Qualification Premiums

Operation Maintenance Technicians (OMT) who are fully qualified for their position are encouraged to complete the qualification requirements for Senior Operations Technician (SOT). A graduated premium is added to the OMT's base wage rate upon qualifying for the SOT position. This premium is increased (according to the schedule in Appendix B) following each of the first two six (6) month periods in which the qualification is maintained. In order to retain his/her proficiency in this qualification and to receive the qualification premium, the OMT must stand at least two (2) shifts per month as SOT. An OMT who actually fills in as SOT will be compensated at the minimum wage rate on the SOT wage scale.

A maintenance Mechanic with OMT qualification receives an hourly premium as specified in Appendix B.

A qualification premium is also paid for combined SOT and I&E Tech qualification.

29.4 Wage Increases

3.25% hourly wage increase for all employees effective on signing of the CBA.

Effective at the beginning of the first pay period following October 1, 2010, a wage increase that is equal to the difference between the employee's wage rate following receipt of the 3.25% general wage increase and the job rate specified in Appendix B for 2010. This increase applies only to those employees whose wage rate is less than the job rate after receipt of the general wage increase.

Effective at the beginning of the first pay period following January 1, 2011, a 3.5% wage increase for all employees except those whose wage rate as of December 31, 2010 is above the 2011 job rate for their classification. In those cases, the effected employees will not receive a wage increase, but, will be paid a lump sum equal to 3.5% of their December 31, 2010 wage rate multiplied by 2,080.

APPENDIX A

The bargaining unit is defined as all regular full-time operations and maintenance employees employed by the Company at the GEP.

SPECIFICALLY EXCLUDED ARE: All other employees, including confidential, professional, supervisory, managerial, clerical, and guards.

APPENDIX B
2010
Classifications and Wages
(IN \$/HR)

<u>Position</u>	<u>*Start Rate</u>	<u>*After 6 Months</u>	<u>*After 12 Months</u>
Senior Operations Technician (SOT - Control Room Qualified)	████	████	████
I&E Technician	████	████	████
Maintenance Mechanic	████	████	████
Operations Maintenance Technician (OMT)	████	████	████

Premium for SOT & I&E Tech Qualification: █████

Maintenance Tech with OMT Qualification: █████

OMT with SOT Qualification:
 Upon receiving qualification █████
 After six months █████
 After 12 months █████

*Denotes time in position

APPENDIX B
2011
Classifications and Wages
(IN \$/HR)

<u>Position</u>	<u>*Start Rate</u>	<u>*After 6 Months</u>	<u>*After 12 Months</u>
Senior Operations Technician (SOT - Control Room Qualified)	████	████	████
I&E Technician	████	████	████
Maintenance Mechanic	████	████	████
Operations Maintenance Technician (OMT)	████	████	████

Premium for SOT & I&E Tech Qualification: █████

Maintenance Tech with OMT Qualification: █████

OMT with SOT Qualification:
 Upon receiving qualification █████
 After six months █████
 After 12 months █████

*Denotes time in position

APPENDIX C

Work Schedules:

4 – 10's

Standard

- M – Th Start times between 0500 – 0900 and/or 1500 – 2000

Or

Standard

- Tu – F Start times between 0500 – 0900 and/or 1500 – 2000

Or

Alternative

- W – Sa Start times between 0500 – 0900 and/or 1500 – 2000

3 – 4 12's

Standard (7 consecutive days)

- Period 1 - Th – Su start times between 0500 – 0900
- Period 2 - M – W start times between 0500 – 0900

With Alternating shifts

- Period 1 - Th – Su start times between 1700 – 2200
- Period 2 - M – W start times between 1700 – 2200

Or

Alternative

- Period 1 - M – Th start times between 0600 – 0900
- Period 2 - M – W start times between 0600 – 0900

With Alternating shifts

- Period 1 - M – Th start times between 1800 – 2100
- Period 2 - M – W start times between 1800 – 2100

Or

Alternative

DuPont Shift Schedule:

3 – 4 12's

- Period 1 - M – Th start times between 0500 – 0900
- Period 2 - F – M start times between 1700 – 2100
- Period 1 - F – Su start times between 1700 – 2200
- Period 2 - M – W start times between 0500 – 0900
- Period 2 - Tu – Th start times between 1700 – 2100
- Rotates with 4 shifts

5 – 8's

Alternative

- M – Su Start times 0500 – 0900, 1300 – 1700, 2100 – 0100

Or

- Rotating 8 hour shifts