

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO  
LOCAL LODGE NO 2777**

**T-2/ H-60 /AIMD/T-39 PROGRAM  
NAS Pensacola/NAS Whiting Field, FL**

**EFFECTIVE DATE: July 20, 2008 THROUGH June 24, 2011**

## **01.00 AGREEMENT**

- 01.01** This Agreement made and entered into this July 20, 2008, by and between L-3 Communications Vertex Aerospace, LLC, (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local No. 2777 (hereinafter jointly and severally referred to as the Union) to be effective on July 20, 2008.
- 01.02** This Agreement shall remain in effect until midnight on June 24, 2011, without reopening rights for any purpose by either party, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate the Agreement is given by either party at least sixty (60) days prior to June 24, 2011, or at least sixty days prior to any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to an extension of this Agreement for a specified length of time beyond the expiration date.
- 01.03** The parties agree to commence negotiations for a new collective bargaining agreement not later than April 25, 2011, unless one or both parties decide to terminate the agreement under the above-described procedure.
- 01.04** It is the mutual intent of the parties to provide for the efficiency of the operation and maximum production of the employees under methods which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.
- 01.05** The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement is intended nor will any provision of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the Government may impose various demands or obligations upon the Company and its employees. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

## **02.00 PREAMBLE**

- 02.01** The parties have entered into this Agreement for the purpose of setting forth in writing the understandings they have reached with respect to wages, hours, and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.
- 02.02** For purposes of simplicity, the masculine gender is used throughout this agreement although it is understood that all references to gender include both sexes.

## **03.00 RECOGNITION**

- 03.01** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed at AIMD/H-60 Pensacola, Florida, in keeping with a certification issued by the National Labor Relations Board on January 17, 1995, in case no. 15-RC-7873, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined.
- 03.02** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed within the T-2 element of the Strike Maintenance Project at U.S. Naval Air Station, Pensacola, Florida, in keeping with a certification issued by the National Labor Relations Board on July 16, 1992, in case no. 15-RC-7873, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined.
- 03.03** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of all its production and maintenance employees employed within the T-39 element of the Strike Maintenance Project at U.S. Naval Air Station, Pensacola, Florida, in keeping with a certification issued by the National Labor Relations Board on September 3, 1992, in case no. 15-RC-7704, for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment of employees in the bargaining unit as herein defined.
- 03.04** The Company agrees to extend recognition of the Union for employee representation on new platforms and/or aircraft, for example T-45, that operate at NAS Pensacola that replace, supplement or augment the T-39/T-2/H-60 or AIMD operations. The Company further agrees to negotiate issues regarding implementation of said program(s) with the Union. Transfers and assignments will be implemented as negotiated under this Agreement.
- 03.05** In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.
- 03.06** Within thirty (30) days, the Company and Union shall meet to negotiate new contract language to replace the particular clause(s), which was invalidated by federal or state legislation.
- 03.07** The Contract shall be printed at the Company's expense in a bound book format. The Company shall distribute this Contract to each employee on the payroll within 60 days of signing of the contract as well as to each person who is hired or rehired.

**03.08**

- a. In addition, the Company shall furnish five (5) copies of printed contracts to the Union, to include one copy in an electronic version in a Microsoft Office compatible format, on compact disk in a format compatible with an IBM-type personal computer.
- b. In addition, the Company shall furnish each Chief Steward with a copy of the contract, job descriptions, drug free workforce policy and disciplinary guide in printed format and in an electronic version in a Microsoft Office compatible format, on compact disk in a format compatible with an IBM-type personal computer.
- c. The Company will furnish a printed copy of the job descriptions, drug free workforce policy and disciplinary guide in each work center and the Technical Library for the employees' utilization and reference. A printed copy of each document will be given to each element's Chief Steward.
- d. Each employee will receive a printed copy of their own job description.
- e. The company will provide an internet link for the health, vision, dental and death Summary Plan Descriptions on Pensacola NAS company bulletin board.

**03.09**

There shall be no discrimination or harassment by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local laws or regulations.

**03.10**

There shall be no discrimination or harassment by the Company or the Union against any employee because of membership or non-membership in the Union. There shall be no interference, restraint, or coercion by the Company of any employee in the exercise of the employee's lawful activities on behalf of the Union, so long as such activities are not conducted on company time, nor interfere with other employees performing their jobs, or with the conduct of operations, except as specifically provided for in the Agreement under the grievance procedure, Article 07.00 and as referenced in Article 27.00

## **04.00 UNION SECURITY**

- 04.01** Membership in the Union is not compulsory. Employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of employment is not met, the employee's employment shall be terminated and such discharge shall be deemed to be for just cause as in compliance with standards permitted by the N.L.R.B. and court decisions relating to Agency shop requirements. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.
- 04.02** Each employee in the bargaining unit shall, beginning on the 31st day following the execution of this Agreement or the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer, or regression into the bargaining unit, as a condition of continued employment in the bargaining unit, execute and deliver to the Company (with a copy to the Union) a Dues/Agency Fees Deduction Authorization as provided for in this Article that shall authorize the Company to deduct from the employee's pay an amount of money equal to the Union's regular and usual initiation fee or reinstatement fee and its regular, uniform and usual monthly Union dues/Agency fees to be remitted to the Secretary-Treasurer of District Lodge 75 as set forth in this Article, or pay directly to the Union an amount of money equal to the Union's regular and usual initiation fee or reinstatement fee and an amount equal to its regular, uniform and usual monthly dues as certified by the Secretary-Treasurer of Local Lodge 2777 of the International Association of Machinists and Aerospace Workers. It is understood that Union dues/Agency fees are due and payable on the first payday of each month. Employees electing to use the Union Dues/Agency Fees Deduction Authorization shall be deemed to have met their obligation under this Article when the Company properly deducts dues from their paycheck on the first pay period of each month. Employees electing to pay their dues directly to the Union shall make Union Dues/Agency Fees to the Union by the end of the calendar day on which the employee is paid.
- 04.03** Any employee within the bargaining unit who is required to contribute to the Union as provided for in Section 04.02 of this Article and who is subsequently transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.
- 04.04** No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Company's active payroll including layoff.

**04.05** An employee within the bargaining unit shall be considered in good standing for the purpose of this Article when such employee tenders the amount of money equal to the Union's regular and usual initiation fee (due and payable only once per employee without regard to any interruption in service) or reinstatement fee and its regular uniform and usual monthly Union dues/Agency fees to an authorized agent of the Union or pay through authorized payroll deductions the Union's regular and usual initiation fee (due and payable only once per employee without regard to any interruption in service) and its regular uniform and usual monthly Union dues or Agency fees as are authorized by the employee to be withheld in accordance with this Article. Once the Union becomes aware of the employee's delinquency and the Union notifies the employee of the delinquency, the employee will have fifteen (15) calendar days to resolve the delinquency. If the delinquency is not resolved the Union shall notify the Company and the employee. The Company shall discharge the employee on the fifteenth (15th) calendar day after said notification, if the delinquency is not resolved.

**04.06** Employees may handle the matter of payment of Union initiation fees or reinstatement fees and Union dues or Agency fees directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees or reinstatement fees and Union dues or Agency fees, the Union will make refunds directly to such employees.

**04.07** Deductions shall be made for the accrued regular monthly Union dues or Agency fees of each employee in the bargaining unit for whom the Union Dues or Agency Fees Deduction Authorization has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Union dues or Agency fees after all deductions required by law are made, and such Union dues or Agency fees deductions shall continue in like manner monthly thereafter, except as qualified in this Article.

- a Deductions shall be remitted to the Secretary Treasurer of District Lodge 75 within 10 days following the first payday of each month. The Company will furnish the Secretary Treasurers of Local Lodge 2777 and District Lodge 75, at the same time, a list compiled in alphabetical order of those employees for whom deductions have been made and the amount of each deduction.
- b When ceasing to deduct Union dues or Agency fees for any reason, the Company will submit the name(s) of such employee(s) in alphabetical order, and the reason for no deduction to the Secretary Treasurer of Local Lodge #2777 and District Lodge 75 at the same time the monthly dues deduction list is remitted.
- c When ceasing to deduct Union dues or Agency fees for any reason, the Chief Steward will be notified of the stoppage within one (1) business day of the stoppage.

**04.08** At the time this Agreement becomes effective, the parties agree to begin to use the following Dues Deduction Authorization form for all new dues deductions or other applicable form as supplied by the Union. In addition, each individual authorization card signed and dated prior to the date of the contract ratification shall, upon ratification, have its effective dated changed to reflect the ratification date and the initial irrevocable period shall run one (1) year from the date of the ratification of the Collective Bargaining Agreement. Thereafter, dues authorization shall conform to the terms of the Dues Authorization Card.

**04.09** The Union Dues Or Agency Fees Deduction Authorization form for the deduction and check-off of Union dues or Agency Fees is as follows:



**UNION DUES OR AGENCY FEES DEDUCTION AUTHORIZATION**

NAME \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_ DEPT. \_\_\_\_\_

I hereby authorize L-3 Communications Vertex Aerospace, LLC, or its successors, to deduct from my wages, each and every month, commencing with the next payroll period an amount equivalent to (Check One) \_\_\_\_ Union dues or \_\_\_\_ Agency fees as shall be certified by the Secretary-Treasurer of Local Lodge 2777 of the International Association of Machinists and Aerospace Workers. I further authorize the Company to deduct from my wages a designated sum in payment of initiation fees when notified in writing to do so by the Secretary-Treasurer of the Lodge. The sums to be deducted are hereby assigned by me to Local Lodge 2777 of the International Association of Machinists and Aerospace Workers and are to be remitted by the Company to the Secretary-Treasurer of District Lodge 75.

This authorization and assignment is voluntarily made in consideration of the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union. This authorization and assignment shall be effective and irrevocable for a period of one (1) year from the date of execution or until the termination date of the collective bargaining agreement between L-3 Communications Vertex Aerospace, LLC or its' successors, and Local Lodge 2777 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

Further, this authorization and assignment shall continue in full force and effect from year to year beyond the irrevocable period set forth above and this authorization and assignment shall be effective and irrevocable in each subsequent year unless revoked by me within ten (10) calendar days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effected by written notice, sent by certified mail, return receipt requested, to the Company and the Union within such ten (10) day period. I understand that if I revoke my Union Dues or Agency Fees Deduction Authorization, the revocation of such authorization does not in any way relieve me of my obligation to pay Union dues or Agency fees in accordance with Article 2 Section 1 of the collective bargaining agreement.

Contributions or gifts to the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, such contributions or gifts may be tax deductible under other provisions of the Internal Revenue Code.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**04.10** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article provided the Company has met its obligations under the terms of this Article.

## **05.00 MANAGEMENT RIGHTS**

- 05.01** The Company shall retain the exclusive authority, rights and powers to manage its business and direct the working force. Such authority, rights, and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules and the starting and quitting time; the number of hours and shifts to be worked; the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business, or any part thereof; to discontinue its business in whole or in part; to sell or dispose of all or any part of the business; to introduce otherwise generally manage the operations and direct the working force. These rights are not intended to be all-inclusive, but enumerate by way of illustration, the type of rights which belong to the Company.
- 05.02** Except as expressly modified by a specific provision of this Agreement, or except as such rights are specifically relinquished herein, all rights, powers or authority which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to constitute or create any implied limitation on the Company's authority, rights, or powers.
- 05.03** The Company agrees that during the term of this Agreement no work currently performed by the employees in the bargaining unit will be subcontracted.

## **06.00 UNION ACCESS TO OPERATIONS**

- 06.01** The Company agrees that the Business Representative or Acting Business Representative will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement. Prior approval must be obtained from the site manager or his designee and such visits shall not interfere with production or work being performed.
- 06.02** The Union Representative shall notify the site manager or his designee when he is leaving the Company's operations.
- 06.03** The Company, if it desires, may have a Company representative accompany the Business Representative while he is visiting its operations. The Chief Steward may accompany the Business Representative.
- 06.04** The Company reserves the right to withhold its permission for visits to its operations as set out in 06.01 in the event of abuse of the privilege by the Business or Acting Business Representative of the Union.
- 06.05** The Union may schedule a site visit of the District's Business Representative(s), Grand Lodge Representatives to meet with the elected shop stewards and Chief Stewards, for a period not to exceed one hour. A "walk through" of the Representatives to meet the employees presently at work will also be permitted. This site visit will not occur more than once per month unless authorized by the Site Manager.
- 06.06** During the period of Union officer elections, the Company will allow a "walk through" of the candidates for such position, with the currently elected Chief Steward.

## **07.00 GRIEVANCE PROCEDURE**

**07.01** For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union or between the Company and any non-probationary employee covered hereby, with respect to the alleged violation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with the following procedure:

**a. STEP ONE**

Both parties encourage the verbal resolution of disputes as quickly as possible. An aggrieved employee may discuss the dispute with the supervisor involved and may have his steward present during this discussion. However, grievances must be submitted to the supervisor in writing, on a form mutually agreed to by the Company and the Union, containing the information set out in Section 07.04. This form must be presented to the supervisor within ten (10) working days following the occurrence which caused the grievance or the Union was aware of the condition or occurrence upon which the grievance is based. If the grievance has not been satisfactorily resolved within three (3) working days following its presentation to the supervisor, then;

**b. STEP TWO**

The grievance may be submitted to the appropriate Department Manager within three (3) working days following the answer of the immediate supervisor. The appropriate Department Manager shall give his written answer to the grievance within three (3) working days after its submission to him. Either side may request a meeting to discuss the details of the grievance and attempt to reach a resolution prior to the issuance of the Department Manager's written answer. In the event there is no satisfactory settlement of the grievance at this Step, then;

**c. STEP THREE**

The written grievance may be submitted to the Site Manager within five (5) working days following answer in Step Two. The Site Manager will discuss the grievance with the three member Union Grievance Committee consisting of the Chief Steward and 2 Grievance Committee members, the steward involved and the aggrieved employee within five (5) working days following its submission to him. The Site Manager will give his answer within five (5) working days following the meeting. The Union reserves the right to have the assigned Business Representative or his designee present during the Step Three Grievance presentation.

**d. STEP FOUR**

If there is no satisfactory settlement of the grievance in Step Three, The Union or the Company may appeal the grievance to arbitration by making a written request for such action within not more than fifteen (15) working days following the Site Manager's answer in Step Three.

- e. No grievance will be considered under the grievance procedure unless it is presented in Step One within ten (10) working days following the occurrence of the event giving rise thereto, or the Union was aware of the condition or occurrence upon which the grievance is based. Except in the case of off-site assignments, in which case the grievance must be presented within ten (10) working days of the date that the employee returns from the off-site assignment.

**07.02** The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. Accordingly, if such time limits are not abided by, except in those instances where the parties mutually agree in writing to extend such time limits, then in the event that the grievant and/or Union does not act within the time limits provided, the grievance shall be deemed to be withdrawn and forever settled and waived. In the event the Company fails to respond within the time limits provided, the grievance shall be automatically advanced to the next step of the grievance procedure provided, however, there must be a written request for arbitration as set out above.

**07.03** In cases involving suspension or discharge, Steps One and Two will be waived and the matter taken up with the Site Manager within five (5) working days following such action by the Company.

**07.04** The grievance form shall contain the following information:

- a. Name(s) of the employee(s) involved;
- b. Approximate date of alleged grievance;
- c. Date of first discussion of grievance with the Supervisor;
- d. Date of Supervisor's answer;
- e. Nature of grievance;
- f. Date of presentation of written grievance;
- g. Section or sections of the contract alleged to have been violated; and
- h. Proposed remedy

**07.05** The handling of grievances as outlined in Steps One, Two and Three and those involving suspension or discharge will be during working hours of those involved without loss of pay. Any arbitration shall be handled on off duty time unless otherwise specifically requested by the Company.

- 07.06** Upon receipt of a notice of desire to take a grievance to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. In addition, both parties shall share equally in the cost of the panel. The Company will provide its' cost share for the panel to the Union in a timely manner.
- 07.07** Only the Union or the Company may request arbitration of the other.
- 07.08** Upon receipt of the panel, the parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one remains. The last remaining member shall serve as arbitrator. The party striking first shall alternate from panel to panel. Either party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Services by the party rejecting such panel with a copy of such request to the other party.
- 07.09** The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the contract provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from or add to the terms of this Agreement. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based.
- 07.10** The arbitrator's award shall be final and binding upon the Company, the Union, and the employee.
- 07.11** The Union or the Company, whichever is ruled against by the arbitrator, shall pay the fees and costs of the arbitrator including his necessary expenses. All arbitrations shall be held in Escambia County, Florida. Each party shall otherwise pay its own cost and expenses.
- 07.12** **Policy Grievances**  
It is understood that the Chief Steward may file grievances on behalf of the Union's interests under this agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose of the application of a specific article and section of this agreement, the grievance may be filed by the Chief Steward on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Chief Steward on behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.

## **08.00 DISCHARGE AND DISCIPLINE**

**08.01** It is understood and agreed the Company may discipline or discharge any employee covered hereby for just cause. Should an employee feel such action improper and in violation of the employee's rights under this Agreement, the employee shall be extended all the rights and privileges accorded by the grievance and arbitration procedures contained herein, provided the employee has completed the probationary period defined in the seniority article of this Agreement.

- a.** A warning, discipline or discharge notice shall be removed from the employee's file and given to the Chief Steward and shall no longer have any future effect if it has been found through the grievance and/or arbitration procedure to have been unjustifiably issued.
- b.** The Company has the right to establish reasonable work rules and regulations, not in conflict with the terms of this Agreement, with such additions and revisions thereto, as are made by the Company. Employees shall be subject to such rules and regulations and any violations shall be considered cause for disciplinary action.
- c.** The Union will be notified of any new revised rules and regulations and policies. The extent of any penalty levied against an employee for an alleged violation of the rules and regulations and policies is subject to the grievance procedure.
- d.** It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within ten (10) calendar days following knowledge by the Company of the occurrence of the alleged violations. The above specified time limit may be extended by mutual written agreement of the parties.
- e.** Letters of warning, and reprimand shall be removed from the employee's file and returned to the Chief Steward after a period of six (6) months from the date of issue. Employee(s) may review their personnel file upon request.
- f.** Letters of suspension shall be removed from the employee's file and returned to the Chief Steward after a period of twelve (12) months from the date of issue. Employee(s) may review their personnel file upon request.
- g.** Letters of reprimand and suspension once removed from the employees file shall not have any future affect on discipline.
- h.** Discipline will be progressive and consistent according to the Disciplinary Guide throughout the bargaining unit.

**08.02** Any employee who defaces, adds to or writes over any general notices or bulletin, or posts unofficial bulletins or any notices that are vulgar or offensive may be subject to disciplinary action.

- 08.03** Failure to follow established safety procedures; to utilize required or provided safety equipment or protective clothing; or to commit unsafe acts are considered cause for disciplinary action up to and including termination.
- 08.04** Intentional falsification of hours worked on a time card may be considered cause for disciplinary action up to and including termination.
- 08.05** In all cases of discharge, suspensions, or where written warning or reprimand notices are given to employees of the bargaining unit, the Chief Steward, or the designated representative, will receive a copy of said notices within three (3) business days. In all cases where an employee is being discharged, suspended, or will be receiving a written or verbal warning notice or written or verbal reprimand, the Chief Steward or his designee shall be present. Such requests will be honored by the Company. In cases involving suspension or discharge, the employee shall be provided a reasonable amount of time to discuss the matter with his/her Steward, or the Chief Steward, prior to leaving the premises, except in cases where a Steward or the Chief Steward is not available at the site, or the continued presence of the employee is disruptive. Prior to deciding on the discharge of an employee, the Company will first have suspended the employee for a period not to exceed five (5) work days. Within that period and before the Company makes its decision final, a discussion will be held with the Union during which time the Union may present any facts or other information which it wishes the Company to consider.
- 08.06** In cases of layoff, dismissal, or suspension, the employee and the Chief Steward, or the designated represented, shall be given a copy of the notice, as applicable if the employee is available to be presented with such copy. If the employee is not available, a copy of the notice will be sent to the employee by certified or registered mail to the employee's last known address, and a copy shall be given to the Chief Steward. The employee shall have the right to appeal the action shown on the notice, provided the employee files a written grievance with the Company in accordance with the grievance procedure in this Agreement.



## **09.00 NO STRIKE/NO LOCKOUT**

**09.01** It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- a.** The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as a means for the settlement of disputes that may arise between the Parties. However, nothing in this section, or any section of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no strike - no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company.
- b.** The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
- c.** Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein. If it is determined under the established grievance/arbitration procedure that such an employee(s) did participate in such an action, in violation of this provision, the disciplinary action taken shall not be altered. If the decision under the grievance and arbitration procedure is that such an employee or employees did not participate in such acts, the redress shall be as determined by the grievance/arbitration procedure and limited to "making whole" the individual employee involved, if warranted.
- d.** In the event of a violation of this article, the Union, (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:
  - 1.** Requesting through personal contact or meeting with employees, that they comply with the Agreement and not take part in any such prohibited conduct.
  - 2.** Immediately notify all employees in writing that such prohibited conduct is in violation of the Agreement.
  - 3.** Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

- 4.** Make every other reasonable effort to have employees cease such acts as prohibited.
- e.** The Company agrees that it will not engage in any lockout of employees during the term of the Agreement, providing the Union is in full compliance with the provisions of this article.

## **10.00 BULLETIN BOARDS**

**10.01** The Company agrees to provide twelve (12) bulletin boards for posting legitimate Union Notices. These shall be located as follows:

1. In Production Control, Hangar 3260
2. Avionics Shop, Hangar 3260
3. Support Equipment Shop, Hangar 1854
4. Aviators Life Support Equipment, Hangar 3260
5. Whiting Field
6. H-60 SAR Break Area
7. Northeast corner of Hangar 1854
8. Southeast corner of Hangar 1854
9. Tire and Wheel
10. T-39 Break Area Hangar 1853
11. T-39 Avionics Area Building 3633
12. Support Equipment Barn by dispatcher's office

**10.02** The Company agrees to provide the above listed bulletin boards for the exclusive use of the Union at appropriate places in the work site for the purpose of posting legitimate Union notices. Legitimate Union notices are defined as:

- a. Notices of meetings.
- b. Notices of official Union elections and results.
- c. Notices of official Union appointments.
- d. Official notice of Union recreational and social events and fund raising events.
- e. Any union official may post any union approved literature on Union Bulletin Boards with approval of the Site Manager.

## **11.00 BARGAINING UNIT WORK**

### **11.01 Non-Bargaining Unit Personnel**

Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in this bargaining unit, except in cases of emergency (the term “emergency” is defined to mean an unforeseen combination of circumstances, which call for immediate action), or for licensing certification (when specifically required for certification or re-certification). This Article shall not be construed to prevent employees outside the bargaining unit from performing work normally within their regular duties.

### **11.02 Supportive Operations**

It is recognized that this bargaining unit consists of three elements whose operations are basically separable. The AIMD element performs Intermediate level maintenance and the T-2 aircraft and H-60 aircraft elements perform organizational level maintenance, defined by the Naval Aviation Maintenance Program (COMNAVFOR INST 4790.2 series). The T-39 aircraft element performs organizational level maintenance under the FAA Rules. Employees will not be cross utilized except as stated in paragraph 11.03.

**11.03** The duties and responsibilities in six job classifications are mainly administrative in nature and should not be restricted to a single element. These include Logs and Records, Technical Publications Librarian, Property Control, IMRL, Tool and Parts Attendants and Data Analyst.

**11.04** In some areas, such as Data Analyst, the workload does not justify more than one employee to perform the required tasks for more than one element. Employees in those classifications and work areas will perform all necessary and assigned work normally performed by their classification without regard to work unit origin.

**11.05** Normally, if the workload is sufficient to justify full time employment of individuals in one element or the other, full time positions will be filled in each element.

However, the overall task may not justify back-up personnel for sick/personal/vacation time off. In the event of absence or some other similar circumstances, employees in the job classification and work areas designated above will perform all necessary and assigned work normally performed by their classification without regard to work unit origin as stated in paragraph 11.03.

**11.06** In emergency situations, employees in these areas, as identified in 11.03, may be directed to another work area when management determines that the work needed to be done is of a higher priority than the available work in their work area. Employees will be permitted to volunteer for this work on the basis of seniority. If there are an insufficient number of volunteers, the assignments will be made on the basis of reverse seniority.

## **12.00 SENIORITY**

### **12.01 Definition**

The purpose of seniority is to provide preference in lay-off and recall to work, job bidding, shift assignment and on the job training and new technologies training within specific bargaining units.

**12.02** In the application of seniority principles, the company will give preference to seniority if other factors are substantially equal. For seniority to be applicable, the employee involved must have the ability to meet the qualifications to perform the work involved. Overtime opportunity and detachment selection is determined in accordance with Article 15.00 and Article 28.00, whichever is applicable. An individual's seniority date is the time worked in the bargaining unit. An individual's hire date is used to compute vacation and benefits.

#### **a. Seniority**

Seniority will be determined by an employee's length of continuous service with the Company and the preceding companies at NAS Pensacola and NAS Whiting Field AIMD/H-60, T-2, and T-39 elements of the UMFOTS Project, within the bargaining unit, measured in calendar days from the first day the employee actually worked the AIMD/H-60, T-2 and T-39 projects on or after the employee's most recent date of hire.

- 1.** If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee with the lowest last four (4) digits in his Social Security number shall be deemed more senior.
- 2.** Seniority shall not accrue to a probationary employee until completion of the ninety (90) day probationary period, at which time the employee shall possess seniority as defined in this Section.
- 3.** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. Such lay-off or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.
- 4.** The Company will provide a list of newly hired employees to the Union on a monthly basis. Seniority shall be applicable only as expressly provided in this Agreement.
- 5.** Employees who have taken a position outside the bargaining unit will not accrue further seniority, until they return to the bargaining unit, not to exceed the six (6) month limit outside the bargaining unit.

**b. Seniority Rules**

The employee determined to be senior based on procedures set forth in this section, 12.02.a and 12.02.a.1, will be given preference over all other employees in the same classification for temporary or permanent opportunities that may arise and that are not specifically abridged, delegated or modified by other specific provisions of this agreement.

**12.03 LAYOFF**

**a. Determination of Layoffs**

The Company will determine the timing of layoffs, the number of employees to be laid off, and the classification that will be affected by the layoff in each work element, AIMD/H-60, T-2 and T-39. A uniform reduction in the number of hours scheduled in a workweek for all employees in a classification in each element, AIMD/H-60, T-2 and T-39 shall not constitute a layoff.

**b. Layoffs**

If the Company determines that one (1) or more employees in a classification are to be laid off; the Company will lay off the least senior employees in the classification. The Company will provide, one week advance written notification of lay off, a two week notice will be given whenever possible. The Company will have the right to transfer employees to fill shift vacancies created by the layoff.

**12.04 Bumping**

An employee laid off pursuant to 12.03.b of this Article, may bump a less senior employee in another classification in the same labor grade or in a lower paid labor grade, if the bumping employee has more seniority than the employee that he will bump and is qualified to perform the work. In such cases the Company will have the right to transfer employees to fill shift vacancies created by bumping. Bumping rights must be exercised within three (3) working days after the employee is notified that a layoff will take place. If the employee is eligible to bump into more than one (1) classification, he may choose the classification in which to bump. If an employee takes layoff in lieu of exercising his right to bump another employee, that employee will lose his right to displace another employee based on his seniority or recall rights.

**a.** An employee who is unable to perform the duties of the classification to which he bumped within thirty (30) workdays after being awarded the job shall be returned to the job classification and labor grade that he held prior to exercising his bumping rights. The employee will be told the reason for his disqualification. There shall be no bumping between the AIMD, H-60, T-2 and T-39 elements.

## **12.05 RECALL**

### **a. Order of Recall**

If the Company determines to fill a vacancy in a classification from which employees are laid off, such employees shall be recalled in the reverse order of layoff.

### **b. Notice of Recall**

The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records, with a copy of the notice being provided to the Union Chief Steward at the time of the mailing. The employee must, within two (2) working days of the receipt of the certified mailing of the notice of recall, notify the Company of his intent to return to work on the date specified for recall. The employee will be allowed fourteen (14) calendar days to return to work unless an extension is granted by the Company. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be terminated.

## **12.06 Termination of Seniority** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a.** discharge without being reinstated, quit, retirement, or resignation;
- b.** failure to give notice of intent to return to work after recall within the time period specified in Section 12.05.b of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c.** failure to return to work upon expiration of a leave of absence.
- d.** layoff for a period of twelve (12) months.
- e.** failure to return to work from a disability after a period of eighteen (18) months.
- f.** Leaving the bargaining unit for a position in management that exceeds six months.

## **12.07 Seniority List**

The Company shall provide the Union with a current seniority list every three (3) months or when requested by the union. Any alleged error in a seniority list may be reported to the Company by the Union and/or the employee. If the listing is proven to be in error, it will be corrected and the Company will not be obligated for any application or retroactively. The AIMD, H-60, T-2 and T-39 elements shall have separate seniority lists.

**12.08 Shift Changes**

The Company and the Union agree to the principles that shift preference, including starting times within a shift, for available jobs shall be given to senior employees. Employees who wish to be considered for shift change must submit a written request at least thirty (30) days before the effective date of the desired change. Once an employee has made a shift change, that employee must remain on that shift for a minimum of four (4) months before he will be eligible to request another shift change or be bumped to another shift. The Company reserves the right to refuse a shift change request if it creates an undue personal hardship for the employee being bumped. The aforementioned four (4) month shift change restriction will not prevent an employee who has been bumped from displacing a less senior employee on a different shift.

- a. Employee(s) within the same classification on different shifts who agree to exchange shifts for a period of time shall be allowed to swap shift with pre-approval of management.

**12.09 Super Seniority**

Permanent and duly elected Chief Stewards, Grievance Committeemen, Negotiating Committeemen and/or Shop Stewards shall be the last to be laid off in his classification, provided they are willing to perform the available work, and at the same work location for the period of time that they are elected to serve as Stewards or Committeemen.

- a. The Union will notify the Company in writing stating the names of the Stewards, Chief Stewards and the areas they represent. Any subsequent changes of Stewards will not be recognized by the Company until official notice is received from the Union. The Company will provide this information to each supervisor having authority over employees covered by this agreement. The Union may post this information on the Union bulletin boards.



## **13.00 FILLING OF VACANCIES**

**13.01** If the Company determines to fill a new or existing job, on a permanent basis, in a job classification within the bargaining unit, the Company will post a notice of vacancy or job opening on all bulletin boards described in Article 10.00 for a period of not less than five (5) working days. Subject to the provisions of Section 13.03, any employee may submit a bid for the job to the Company via the Site Manager or his designated representative, in writing, during the posting period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

- The date the notice is posted and the date and time the notice will be removed.
  - The job, with classification, to be filled.
  - Job description.
  - Rate of pay.
  - Initial shift to be worked.
  - Effective date the job is to be filled.
- a. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within the posting period shall remain valid for sixty (60) days. The Bargaining Units Chief Steward will be furnished a copy of all bids.
- b. When a position becomes available within an element of the bargaining unit and cannot be filled with an employee from that element of the bargaining unit, the position will be made available to employees in the other elements of the AIMD, H-60, T-2 or T-39 elements following the procedure described in 13.02 of this Article.

**13.02** From among employees who submit bids for the posted job, the Company will award the job to the most senior qualified employee. If the job is to be filled and there are no bids submitted by employees, the Company may hire a new employee. Qualified is defined in Article 29.06.

**13.03** **Restrictions on Bidding**

An employee who is awarded a job for which he bids must accept it, providing the award is made within fifteen work days of the effective date that the job is scheduled to be filled, as provided for in (f) of Section 13.01 of this Article, otherwise the employee shall have the option of withdrawing his bid. If, immediately prior to being awarded a posted job, the employee's designated job classification was in the same labor grade as, or a higher paid labor grade than the posted job, the employee may not bid for another job for a period of twelve (12) months after being awarded the job.

**13.04 Disqualification of Bidder**

An employee who is unable to perform the job to which he bid to the satisfaction of the Company within thirty (30) work days after being awarded the job shall be returned to the job classification and labor grade he held at the time of submitting the bid. The employee will be given the reasons for such disqualification in writing.

**13.05 Pay Adjustments**

Employees promoted or temporarily assigned to a job which is paid at a higher rate shall receive the rate of the higher job class or continue at their present rate, whichever is greater, provided that the employee performs the higher rated job for at least thirty (30) minutes. Employees who transfer into jobs, which are paid at a lower rate, shall receive the rate of the lower job class.

**13.06** As determined by the Company, and agreed to by the Union, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of on the job training of employees in the operation and/or maintenance of the equipment involved, or for purposes of training for promotion. Employees will not be transferred for more than thirty (30) calendar days for the purpose of on-the-job training at any given time. Senior employees within a classification will be trained in accordance with the Company's needs. If an employee is transferred by the Company for training purposes to a job paying a higher rate, the employee will receive the higher rate. The Company will determine the need and the number of employees to be so trained and will arrange such training as appropriate.

**13.07** Temporary vacancies within a classification/shift will be offered to the most senior qualified employee within the work center.

**13.08** If the Company makes a new job, which requires a new job description, they will meet and negotiate the new job description with the Union. The job descriptions for job classification titles covered by this Agreement shall be developed and mutually agreed to by the Company and the Union, and made a part of the agreement between the parties and will remain in effect with no change in the material content of the job descriptions except for changes mutually agreed to by the parties through negotiations.

**13.09** The Company shall notify the Union of its intent to create a new job within the bargaining unit which is not now covered under this Agreement, or to revise the job duties of an existing classification within the bargaining unit. Provided operational requirements permit, such notice shall be given to the Union sufficiently in advance of the implementation of such new job or revised job classification to permit negotiation of the job content with the Union.

**13.10** When it is determined by the Company that a vacancy in a Lead position covered by this Agreement exists; such vacancy shall be filled, as determined by the Company, by a qualified employee who currently occupies the same or higher classification.

**13.11** When it is determined by the Company that a vacancy in a Quality Assurance Inspector position covered by this Agreement exists; such vacancy will be filled, as determined by the Company, by a qualified bargaining unit employee who currently meets the qualifications of that classification's job description.

## 14.00 HOURS OF WORK

- 14.01** The purpose of this Article is to define the normal work hours.
- 14.02** Seven and one half (7½) consecutive hours, exclusive of a meal period of thirty (30) minutes shall constitute a normal work shift.
- 14.03** The workweek for payroll purposes shall consist of seven consecutive calendar days, beginning with the start of the third shift on Friday night. The normal workweek schedule shall consist of any five (5) workdays with two (2) consecutive days off. The first (1st) and second (2nd) scheduled days off in an employee's workweek are counted as the sixth (6th) and seventh (7th) days of the week.
- 14.04** Special/odd work weeks are defined as a workweek schedule that does not take place Monday through Friday. Assignment to special/odd workweeks shall be offered to the senior employee(s) within the classification(s)/shift affected. In the event none of the employees want such assignment, the least senior employee(s) within the classification(s) shall be assigned.
- 14.05** The following sets forth the circumstances under which the workweek may be reduced below 37 ½ hours without first resorting to layoff.
- a. The Company will make every effort to schedule employees for a 37 ½ hour workweek. However, it is also recognized that the Company cannot control many of the factors that determine the amount of available work. It is also understood that it is in the best interest of the Company, its' employees and the Union to avoid layoffs whenever the Navy flight schedule indicates that at least 30.0 hours of work will be available to all employees.
  - b. Whenever the Navy projects a slowdown in flight hours, such that the Company needs to reduce work hours, management agrees to meet with all three Chief Stewards and the District Business Representative to discuss the manner in which the reduction will take effect .
  - c. Whenever the Navy flight schedule indicates there will be less than 30.0 hours of work available for periods in excess of two (2) weeks, the Company agrees to layoff employees before reducing the scheduled workweek.
- 14.06** Determination of starting time shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. Except for those jobs whose starting times regularly change, employee(s) starting time will not be changed during the same workweek.

The starting time of the various shifts will be as follows:

First Shift: Beginning at or after 4:00 a.m. but before 10:59 a.m.

Second Shift: Beginning at or after 11:00 a.m. but before 5:29 p.m.

Third Shift: Beginning at or after 5:30 p.m. but before 4:00 a.m.

- 14.07** An employees starting time shall be the same each day of the week, unless the employee voluntarily agrees to a change, or the Company provides seven (7) calendar days advance notice. Nothing in this article is intended to prohibit, limit, or restrict the Company's right to change the starting time of any shift within the time limits set forth above, or to assign employees to special/odd workweeks. Except when required to meet the operational requirements, the company will provide seven (7) calendar days notice of such change. During periods of reduced work hours, the seven day notice will be discussed in Article 14.05b. Such notice may be waived by mutual agreement between the Company and the Union.
- 14.08** Employees will be allowed one scheduled 15 minute rest period before and one 15 minute rest period after lunch in each complete scheduled workday, the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period midway between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a ten (10) minute rest period prior to the start of the overtime period in addition to any regularly scheduled rest periods on the shift the overtime is worked. Employees will be allowed sufficient time to inventory their tools and to clean up their workstations prior to the end of the shift.
- 14.09** The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee reports to work from one to six minutes late, the employee will lose one-tenth of an hour (6 minutes); any tardiness beyond six minutes, the regular procedure of computing the time in multiples of 6 minute intervals will apply. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness. Employees shall use vacation, PPT leave in one-tenth hour increments.
- 14.10** When an employee arrives at work earlier than the normal starting time for his shift the employee shall not record time on the time sheet prior to 6 minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such is approved.
- 14.11** An employee shall be expected to be at his time sheet sign-in area ready for work at the beginning of his shift and shall be expected to continue working until the end of said shift except as provided for in Section 14.08.

- 14.12** A lunch period will be established and designated by the Company for a period of thirty (30) consecutive minutes, at approximately the mid-points of the shifts, in keeping with sound work practices and efficiency.
- 14.13** When no work is available in the employee's classification, the Company will give employees the option to do any available work or take time off and the employees affected shall have the option to use PPT leave, vacation, or take approved time off without pay.
- 14.14** Employees designated to perform standby duty during off-hours, weekends, holidays and no workdays will be paid four (4) hours at their regular rate of pay. Upon actual recall, working time will start from four (4) hours on that day.
- a.** Employees designated to perform standby duty during off shift work hours will be paid two (2) hours at their regular rate of pay. Upon actual recall, working time will start from two (2) hours on that day.
- 14.15** Employees reporting for work will get a minimum 4 hours pay or actual hours worked which ever is greater.
- 14.16** Time between 37.5 and 40 hours will be distributed as if it were overtime in accordance with the overtime provisions. This list will be maintained separate from the Overtime List.

## **15.00 OVERTIME**

**15.01** When the Company determines that an employee must perform work on overtime basis, the following will apply:

Overtime will be paid at the rate of the basic hourly rate of pay plus differentials as follows:

- a.** For all hours paid in excess of forty (40.0) hours during any workweek. (1 ½ x hourly rate)
- b.** For all hours worked on an employee's unscheduled workday. (1 ½ x hourly rate)
- c.** Overtime shall be paid at two (2) times the straight time hourly rate plus differentials for authorized work performed on the seventh (7<sup>th</sup>) day of the employee's assigned workweek, to the extent such hours exceed forty-five (45) in the thirty-seven and half (37 ½) hour work week and forty-eight (48) regular hours in a forty (40) hour work week.
- d.** Overtime shall be paid at two (2) times the straight time hourly rate plus differentials for all hours worked on a holiday in addition to the straight time pay plus differentials on such holiday.
- e.** During periods of reduced work hours, overtime will be discussed during the meeting in 14.05 b.

**15.02** The Company agrees to equalize overtime opportunities among employees of a classification. In an effort to accomplish this, the following procedures will be followed:

### **15.03 Scheduled Workdays**

- a.** The Company shall offer overtime using a rotating list. This list will initially be a seniority list for each classification.
- b.** Any non-probationary employee, transferred into the classification or workcenter, or returning from a leave of absence or disability in excess of 30 days shall be placed on the bottom of the list, so that they will be the last to be offered overtime opportunity.
- c.** The Company will offer in person the overtime to those employees of the classification required, utilizing the rotating list of employees for the classification as defined above. Should he refuse, the next employee of that classification on the list will be offered the overtime and this sequence will be followed until the number of employees needed to perform the overtime is obtained.

- d. If the number of employees needed to work overtime cannot be obtained from those employees at work, the Company may assign overtime following the same sequence as outlined above.
- e. When the next overtime opportunity arises, the overtime will be offered in the same manner, with the initiation of employee selection to begin with the next employee on the list, where the selection ended on the preceding offering.
- f. All employees assigned overtime under these provisions must work the overtime unless excused by the Supervisor.
- g. Any specific job in process on a normal workday by an employee, or group of employees, which at the sole discretion of the Company requires overtime to be worked, such work shall be performed during the overtime assignment by those employees who have been performing the work in process at the end of the normal shift. It is understood the overtime assignment to such a specific job will be because it is the employee's normal assignment, and employees shall not be removed from such work and replaced by other employees with the intent of providing that employee with the overtime opportunity. This overtime, regarding work in process, will not affect the employee's standing on the overtime list.

#### **15.04      **Unscheduled Workdays and Shift Augmentation at Pensacola****

- a. The Company will offer in person or by telephone the work to those employees of the classification required, using the same procedure as in the preceding section. Should he refuse, the next employee of that classification on the overtime list will be offered the work and this sequence will be followed until the number of employees needed to do the job is obtained. Employees who cannot be reached in person or by telephone will be considered to have refused the overtime, the next employee on the list will be offered the overtime.
- b. If the number of employees needed to work overtime cannot be obtained as set forth in above, the Company may assign the overtime to employees of the classification based on the procedure above.

**15.05**      An employee called in to work, whether after leaving the work site on a scheduled work day or on an unscheduled work day, will be paid the appropriate overtime rate for the hours worked, or four (4) hours at the straight time rate plus differentials, whichever is greater.

- a. An employee held-over or called-in will be told the reasons and nature of the work for which overtime is being required at the time he is contacted.



**15.06** Employees who cannot be reached in person or by telephone will be considered to have refused the overtime. An employee will be considered to have refused the overtime if a telephone call is placed and:

- a. Telephone not answered in ten (10) rings, or
- b. Telephone is answered by an answering machine or other electronic device, or
- c. Telephone is answered by other than the employee and employee is not present to personally accept or reject the overtime.

**15.07** A newly hired employee will not be offered overtime work during his probationary period unless all regular employees of that classification who are available have been offered the work, or all regular employees of that classification are working overtime. Upon completion of his probationary period, the employee will be placed on the bottom of the overtime list for that classification.

**15.08** It is understood and agreed that the Company reserves the right to require employees covered by this agreement to perform overtime work. When such overtime is required due to scheduled maintenance, employees involved will be given two (2) hours advance notice to the daily overtime offering, and notified on Wednesday prior to weekend overtime.

**Scheduled Maintenance:**

- a. In the event that overtime is scheduled on Wednesday for the weekend, and the need to cancel arises, such cancellation will be accomplished by no later than midnight Thursday.
- b. The above will be subject to Navy direction. In other words, if the Navy notifies the company on Friday that the overtime is disapproved the above will not apply.

**15.09** Employee(s) may refuse overtime without being rotated on the overtime list if:

- a. The employee has an approved vacation/PPT leave request in accordance with Article 19 and/or Article 20 prior to overtime offering.
- b. In the case of unscheduled work day overtime offering, the vacation/PPT leave request must be for the entire last scheduled work shift, before or following the employee's 6<sup>th</sup> and 7<sup>th</sup> work day of the work week.
- c. Employees on approved vacation/PPT leave on the day of the overtime offering will not be offered the overtime except in a mutually agreed upon situation.

- 15.10** When the Company requires mandatory overtime on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day, a minimum of twenty percent (20%) of the available employees within the classification/shift shall be allowed to refuse the overtime by seniority. Employees with approved vacation on the day prior or the day following the 6<sup>th</sup> and 7<sup>th</sup> work day, will not be required to work mandatory weekend overtime, but will be counted as part of the twenty percent (20%). Multiple one (1) day requests for these days will not be approved. Employees on leave of absence or military duties will not be counted as part of the twenty percent (20%).
- 15.11** The Company will maintain the overtime list for each classification and workcenter within the bargaining unit. The Company agrees to provide a copy of this list to the affected Chief Steward to post on the Union Bulletin Boards, as the list changes.
- 15.12** When the Navy determines the requirement for weekend overtime after the Wednesday notification deadline as stated in 15.08 of this section, the company will fill this requirement with the minimum amount of employees to man the flight schedule plus others as needed. These employees will be volunteers from the overtime list.

## **16.00 LEAVE OF ABSENCE**

**16.01** Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Vacation credits must be used before any leave will be approved. A maximum of two (2) extensions may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- a.** Vacation credits and paid personal leave credits are not earned while on a leave of absence under the provisions of this article.
- b.** Health insurance may continue for a maximum of sixty (60) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next months insurance coverage.

**16.02** Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

**16.03** A Family Leave of Absence, without pay, of up to twelve (12) weeks during any twelve (12) month period may be granted for any of the following reasons:

- 1.** The birth of a child;
  - 2.** The placement of a child with an employee for adoption or foster care;
  - 3.** To care for a spouse, child or parent who has a serious health condition; or
  - 4.** because of an employee's own serious health condition.
- a.** For purposes of calculation, the twelve (12) month period will consist of the twelve (12) months preceding the effective date of the leave and will be a rolling period.
  - b.** An employee granted a Family Leave of Absence under 16.03 (4) above will be required to use all accrued sick/personal leave and have the option of using eligible vacation prior to being placed on an unpaid Family Leave. If the Family Leave under 16.03 is for reasons (1) – (3), the employee has the option of using available Paid Time and/or vacation.

Health insurance benefits will remain in effect during the family leave of absence for a period not to exceed twelve (12) weeks. Employees will be responsible for

the share of the premium that they normally pay and the coverage can be cancelled by the Company if the employee fails to pay his or her share. Employees who return to work before the allotted twelve (12) weeks are exhausted will be entitled to their former position or to an equivalent position unless they otherwise would be ineligible to return to work.

- c. The intent of this provision is to meet the requirements of the Family and Medical Leave Act, the requirements of which will govern its application. Family Leaves of absence in excess of twelve (12) weeks during any twelve (12) month period may be granted by the Company at its sole discretion. In such cases the employee will be responsible for the cost of insurance premiums which must be paid in advance by the employee if they are to remain in force during the additional leave period. In the event, the FMLA is either repealed or diminished through legislative action, the provisions of this article will still be applicable.
- d. To be eligible for a family and medical leave of absence, an employee must have worked for the Company for twelve (12) months (continuous or non-continuous) and worked at least 1,250 hours during the past twelve month period.
- e. Leaves of absence for personal health reason, including the twelve (12) weeks referenced above, will not exceed six (6) months. An employee whose absence for personal health reasons that exceeds six (6) months shall be laid off. In the event such an employee is released within six (6) months of the date of such layoff and the employee has notified the Company, in writing, of his/her ability to return to work as outlined in 16.04 below, the employee will be returned to the classification he/she held at the time such leave was taken provided the classification has not been abolished. The individual will have another twelve (12) months to fill any job openings he is eligible for that are available. If not released to return to work within eighteen (18) months after the date of the layoff, the employee shall be terminated.
- f. Health insurance will continue for employees who are on a leave of absence covered under 16.03.e provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

**16.04** An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a bi-weekly basis, except in those cases where the employee's physician has provided an expected date of return.
- 16.05** Leaves of absence without pay for Union business will be granted to Bargaining Unit employees who are employees of the Company not to exceed two (2) weeks, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than three (3) employees per element may be on such leave at any one time.
- 16.06** Leaves of absence without pay in workers' compensation injury and legal occupational disease cases will be granted automatically for the full period of legal temporary disability, and seniority will accumulate for the full period of such leave.
- 16.07** An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per calendar year. The employee must present a copy of the employee's orders to the Company as soon as they are received by the employee upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the Universal Military Training Service act. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service. Second Shift Employee(s) referred to above who have mandatory week-end duties will be allowed to clock-in early on Friday in order to receive eight (8) hours of work, if available.
- 16.08** When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification on a job the employee is qualified to perform based upon seniority.
- 16.09** When an employee fails to return to work at the expiration of the approved leave of absence, or accepts gainful employment during the leave of absence without the approval of the Company, the employee shall be disciplined up to and including discharge at the option of the Company.
- 16.10** Any member of the Union elected or appointed to a full time Union position shall, upon written requests by the Union, be granted a leave of absence for Union activities for the period elected or appointed. Employees on such leave shall retain and accrue

seniority. If the employee's group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

- a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.

**16.11** Any member of the Bargaining Unit shall, upon written requests, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

- a. When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification on a job the employee is qualified to perform based upon seniority.

## **17.00 JURY DUTY/WITNESS PAY**

- 17.01** Full-time employees who are required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as a result of such service.
- 17.02** Full-time employees who are subpoenaed to testify before a state or federal court will be entitled to this benefit provided that they are not a party to the legal proceeding. For each hour of such leave taken, the employee will be compensated by the Company in an amount equal to his straight-time rate of pay, which includes pay differentials.
- 17.03** Any employee called for jury duty or subpoenaed to testify who is scheduled to work on the third shift shall not be required to work the night before he is to report to court and shall receive payment as outlined above.
- 17.04** Any employee called for jury duty or subpoenaed to testify who is scheduled to work on the second shift shall not be required to work the evening he is to report to court and shall receive payment as outlined above.
- 17.05** In order to be paid by the Company for such leave, the employee must submit to the Site Manager written proof, executed by the administrator of the court, of having served or having been subpoenaed, the duration of such service, and the amount of compensation received for jury service or witness pay.
- 17.06** Paid days for jury service shall be considered as time worked for the purpose of computing pay for overtime.

## **18.00 UNIFORMS AND SPECIAL CLOTHING**

### **18.01 Uniforms**

Employees will be required to wear the wash and wear uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company as defined below. To include initial issue.

**18.02** During the month of October of each year, the Company will provide each employee with a uniform allowance of two hundred and five (\$205.00) (effective 10/1/08), two hundred and ten (\$210.00) (effective 10/1/09) and two hundred and fifteen dollars (\$215.00) (effective 10/1/10), for the purchase of the Company designated wash and wear uniforms. Such items as designated shirts, jackets, hats, pants, and coveralls will be considered as part of the uniform allowance. Each employee shall obtain his/her uniforms at the Company designated vendor. It is the responsibility of the employee to replace uniforms that do not fit or become worn or damaged beyond repair. It is the employee's responsibility to take care of and replace his own rain gear.

**18.03** A one time issue of a blue winter work jacket will be provided at no cost to the employees working in the elements during the first uniform allowance of this CBA, or when assigned to such classification, if the employee has not been issued the winter jacket in the previously held classification(s). Any employee in the following classification(s) will be excluded from this winter work jacket provision unless transferred or hired into one of the classifications not listed:

#### **AIMD:**

Property Control Coordinator/IMRL Manager, AIMD NALCOMIS Maintenance Data Base Admin/Analyst, Logs and Records Specialist, AIMD Central Tech Pubs Librarian, Tool and Parts Attendant, and Maintenance Records Clerk.

#### **H-60:**

Tool and Parts Attendant, Logs and Records Clerk, and Maintenance Records Clerk.

#### **T-2:**

NALCOMIS OMA System Administrator/Analyst, Aircraft Logs & Records Specialist, Technical Librarian/Training Coordinator, Tool & Parts Attendant, and Maintenance Records Clerk.

#### **T-39:**

Maintenance Control Clerk, and Logs & Records Clerk.

**18.04** Female employees in the maintenance control clerk classification may substitute wash and wear skirts for wash and wear pants.



- 18.05** Employees may wear an approved Union shirtsleeve patch on the right sleeve on the regular uniform shirt. Iron-on Union patches will be allowed to be worn on tee shirts or golf shirts.
- 18.06** Safety shoes will be replaced on an as-needed basis. Employees will be reimbursed up to one hundred and twenty-five dollars (\$125.00) of cost for replacement safety shoes, effective October 1, 2008. Employees will be reimbursed up to one hundred and twenty-five (\$125.00) of cost for replacement safety shoes, effective October 1, 2009 and up to one hundred and twenty-five dollars (\$125.00) of cost for replacement safety shoes, effective October 1, 2010. The need for replacement safety shoes will be determined by a Company-designated representative. Safety shoes will meet ANSI Z41-1991 specifications.
- 18.07** **Special Clothing**  
For those employee's regularly exposed to the elements, a rain suit will be provided. The employees who may be required to wash aircraft as part of their job description, may purchase their own rubber boots and rain suits and be responsible for the care and upkeep of same. The employee will be reimbursed up to a maximum of eighty-five dollars (\$85.00) for such equipment per year. Reimbursement will require the employee to present a receipt to the Company. Should any additional safety equipment or protective clothing be required by the Company or the Government after ratification of this Agreement, the Company will provide ANSI or OSHA approved equipment.
- 18.08** Employees required to handle liquid oxygen will be furnished molders shoes. Employees of the painter classification will continue to receive disposable coveralls as needed.
- 18.09** **Caps and Patches**  
The Company and the Union agree that all bargaining unit employees are authorized to wear Company or IAM caps. Employees may also wear an IAM patch on the right sleeve of their regular uniform shirt or uniform coat. IAM iron on transfers may be worn on T-shirts or Golf shirts.
- 18.10** **Wearing of Walking Shorts**  
Employees may wear walking shorts. Employees whose duties require the use of specialty clothing or safety equipment must comply with appropriate Material Safety Data Sheet (MSDS) or Company instructions. Walking shorts must be no shorter than two (2) inches above the knee and match in color the current slacks supplied by the company.

## 19.00 VACATIONS

**19.01** The vacation year for eligibility and service credit shall be from hiring anniversary date to anniversary date. Except as provided in this article, an employee may not accumulate and carry over unused vacation from one anniversary year to the next, and vacation not used by the end of the anniversary year will be lost. An employee may not receive pay in lieu of vacation. A credited work week is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, paid personal time, vacation pay, bereavement pay, or is on Worker's Compensation that does not exceed six (6) months.

**19.02** If an employee's vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, the employee shall be permitted to carry the vacation time over into the next year. In such cases, the employee must use the vacation time, which has been carried over within the first six months of the next year.

**19.03** Paid vacations will be provided as follows for a scheduled 37.5 hours per week:

- a. An employee with less than six years of service will accumulate vacation at the rate of 1.45 hours per credited work week and may carry over a maximum of 75 hours from one anniversary year to the next.
- b. An employee with six years of service but less than ten years of service will accumulate vacation at the rate of 2.164 hours per credited work week and may carry over a maximum of 112.5 hours from one anniversary year to the next.
- c. An employee with ten years of service will accumulate vacation at the rate of 2.885 hours per credited work week and may carry over a maximum of 150 hours from one anniversary year to the next.

**19.04** In the event the Company changes an employee's normally scheduled workweek from 37.5 to 40 hours per week, the employee will accrue vacation and PPT at the higher rate for the time they are assigned to the 40-hour workweek. The higher rate is stipulated as follows:

Paid vacations will be provided as follows for a scheduled 40 hour workweek:

- a. An employee with less than six years of service will accumulate vacation at the rate of 1.54 hours per credited week and may carry over a maximum of 80 hour from one anniversary year to the next.
- b. An employee with six years of service but less than ten years of service will accumulate vacation at the rate of 2.31 hours per credited work week and may carry over a maximum of 120 hours from one anniversary year to the next.

- c. An employee with ten years of service will accumulate vacation at the rate of 3.08 hours per credited work week and may carry over a maximum of 160 hours from one anniversary year to the next.
  - d. PPT will be accrued at the higher rate of 1.24 hours per credited workweek when the employee is scheduled to work a forty (40) hour workweek.
- 19.05** An employee must receive pay for time worked, approved paid time off, short term disability or workers compensation during a pay period in order to accrue vacation.
- 19.06** An employee's previously established and unbroken continuous service with prior contractors and with the Company will be used in computing an employee's credited service for vacation accrual purposes.
- 19.07** Vacation must be requested no less than seven (7) days in advance and will, insofar as practical, be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference. However, an employee who has requested and had scheduled vacation approved will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation. Vacation requested less than seven days in advance will be considered on a case-by-case basis.
- 19.08** Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum of eight (8.0) hours per day. Vacation may be taken in increments of one tenth hour.
- 19.09** Vacation period of seven and one half (7 ½) hours or less must be requested a minimum of one (1) hour in advance and must be approved as follows.
- 19.10** Employees' requests for vacation must be approved by the Company before such vacation is taken. Employees shall receive a copy of the approved vacation request. Failure to secure such approval and failure to report to work as scheduled will subject the employee to disciplinary action.
- 19.11** The maximum allowable length of vacation will be the amount of the employee's unused vacation credits at the end of the payroll period immediately preceding the vacation period requested.
- 19.12** It is understood and agreed that it is not the intent of the parties to restrict management from approving requests not meeting submission time limits for employees with a valid emergency, provided Management can afford to approve such request based upon the current work load, as defined in Hours of Work, Article 14.13, or under other unforeseen situations mutually agreed upon by the parties.

- 19.13** Terminating employees will be paid an amount equal to the unused accrued annual leave.
- 19.14** Employee vacation requests made in accordance with Article 19.00 will be approved for at least twenty percent (20%) of the employees within a classification and shift, workload permitting. The established practice of vacation scheduling will be continued.
- 19.15** When a holiday, as defined in this Agreement, falls within an employee's vacation period such holiday hours shall not be charged as vacation hours
- 19.16** Paid days of vacation and time off for employees on official union business shall be considered as time worked for the purpose of computing pay for overtime.
- 19.17** If the employee's military pay is greater than the employee's regular pay, such time off for training purposes, up to a maximum of ten (10) work days in a calendar year, shall count as a credited work week.
- 19.18** For the purposes of establishing service as provided under 19.01, employees transferred from the bargaining unit who return to the bargaining unit shall receive service credit for such time outside the bargaining unit.
- 19.19** Employees must complete their probationary period before becoming eligible for vacation. Vacation shall accrue on a credited work week basis and is available for use as accrued.
- 19.20** The individual employee's anniversary date, as established under 19.01, and each continuous service anniversary date thereafter shall be the reference date for the rate of accruing vacation.
- 19.21** Vacation pay shall be computed at the employee's straight-time hourly rate including differentials at the time of vacation.

## **20.00 PAID PERSONAL TIME (PPT)**

- 20.01** The use of PPT leave is provided to cover incidence of sickness and personal needs.
- 20.02** PPT leave may be used on a one-tenth hour basis.
- 20.03** PPT leave will be accrued at the rate of 1.16 hours per credited workweek for all employees, except as provided in Article 19.04.d. An employee must receive pay for time worked or approved paid time off during the pay period to accrue PPT leave, which will be credited to the employee's PPT leave account on the last day of the pay period.
- 20.04** If an employee has not used his total accumulated PPT leave during any calendar year, he may carry such accumulated leave into the next year or be paid an amount equal to the unused PPT leave. Requests for payment must be made by the last business day in January. Terminating employees will be paid an amount equal to the unused PPT.
- 20.05** In the event of illness/personal emergency of three (3) workdays or less, an employee who has no accrued PPT/personal leave may take vacation leave or leave without pay, at the employee's option.
- 20.06** It is understood and agreed that the referenced time limits in Article 19 Vacation, Sections 19.08, 19.09, 19.11 and 19.12 may also be applied to requests for use of PPT leave for personal needs.
- 20.07** Employees who are temporarily laid off may, at their discretion retain their accrued unused Paid Personal Time for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her Paid Personal Time. At the expiration of the thirty (30) day period the employee will be paid for any Paid Personal Time that was owed to the employee at the time of the

## **21.00 BEREAVEMENT LEAVE**

- 21.01** An employee who has completed his probationary period (90 days) with the Company shall be given up to four (4) work days off, with pay, due to the death and/or to attend the funeral or service of a member of his immediate family. Immediate family members defined as mother, father, or legal guardian, sister, brother, spouse, daughter, son, stepmother, stepfather, stepdaughter, or stepson.
- 21.02** Two (2) workdays in the case of other family members limited to grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step sister, step brother, grandchildren, or employee's aunts and uncles.
- 21.03** At the employee's request, up to five additional workdays off without pay will be granted by the Company in cases involving the death, funeral or services of an employee's immediate family member, as defined in 21.01 or the employee may use vacation or Paid Personal Time for which they are eligible.
- 21.04** Bereavement Leave shall be taken within 30 days of the death of the covered relative.
- 21.05** In cases of others not covered by Articles 21.01 or 21.02, employees will be allowed up to 3 days of Leave without pay.

## 22.00 HOLIDAYS

**22.01** The following twelve (12) days each year are to be paid holidays:

New Years Day	Labor Day	Floating Day selected by the
Martin Luther King, Jr.'s Birthday	Columbus Day	company
President's Day	Veteran's Day	
Memorial Day	Thanksgiving Day	Floating Day selected by
Independence Day	Christmas Day	the employee

**22.02** Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the federal government.

**22.03** Employees will receive such holiday pay provided that they work or are on approved paid absence the last scheduled workday prior to and the next scheduled workday following such holiday. Employees who are scheduled to work shifts involving payments of all differentials shall have such differentials included in payments for holidays.

**22.04** In the event the Company is prevented from performing as the result of an Executive Order or an Administrative Leave Determination, by the Government, that applies to the T-39/T-2/H-60/AIMD program, employees will be compensated for the time away from work as a result of the Executive Order or the Administrative Leave Determination.

## **23.00 401(k) DEFERRED COMPENSATION**

- 23.01** The Company provides the opportunity for all employees to participate in a deferred compensation pension plan conforming to the provisions of IRS Rule 401(k).
- 23.02** If an employee terminates employment with the Company, the funds credited to his 401(k) account will be paid within sixty (60) days of his properly filing a request form with the Site Manager.
- 23.03** The 401(k) Summary Plan Description shall control the administration of this Article. The employee is immediately vested with all Company contributions.
- 23.04** Effective January 1, 2006 the 401(k) savings plan will become a voluntary employee contribution plan.
- 23.05** The employee may contribute up to the maximum allowed by ERISA/IRS of his/her gross earnings, to include overtime, into the 401(k) plan and take advantage of any income tax deferment.
- 23.06** The Company shall pay all annual administration fees for the 401(k) savings plan, designated by the Company.



## **24.00 IAM PENSION PLAN**

- 24.01** The Company (Employer) shall continue contributions to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion for which employees in all job classifications of the AIMD/H-60/T-2 and T-39 platform covered by this Agreement are entitled to receive pay under this Agreement as follows:
- a. One dollar and thirty cents (\$1.30) per hour effective January 1, 2009.
  - b. One dollar and forty cents (\$1.40) per hour effective January 1, 2010.
  - c. One dollar and fifty cents (\$1.50) per hour effective January 1, 2011.
- 24.02** The Company (Employer) shall continue contributions based on a thirty-seven and one half (37 ½) hour workweek while an employee is off work and entitled to receive pay under this Agreement and while employees are off work serving as members of the Union negotiating committee and actively engaged in negotiations with the employer. The Company (Employer) shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.
- 24.03** Contributions for a new, probationary, and full-time employee are payable upon completion of the ninety day probation period and shall cover all contributions due from the first day of employment.
- 24.04** The I.A.M. Local Lodge No. 2777 and the Company (Employer) adopt and agree to be bound by and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 24.05** The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- 24.06** This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

## 25.00 INSURANCE

### 25.01 Medical & Dental & Vision Insurance

- a. The Company will, during the life of the bargaining agreement, maintain and contribute to the cost of health care insurance for bargaining unit employees. The Company will provide medical insurance through a single plan, currently an EPO (AETNA) and dental insurance through the AETNA PPO Dental plan, or equivalent benefits to these plans. Both medical and dental coverage will be provided the first day of the month after the completion of 30 days employment.
- b. The Company's calendar year contribution to the health care insurance programs shall include any costs associated with insurance coverage payments to third parties, any additional claims, administrative fees of the company, union or third parties, reinsurance, employer's share of FICA or stop loss payments.

### 25.02 Medical Insurance

Each employee will be allowed to contribute, commencing in the first pay period following January 1, 2009, the following maximum amounts on a bi-weekly basis in order to qualify for major medical health care insurance coverage, dental and vision plans:

Increased Bi-Weekly Premium Co-Pay to:

Date	1/1/2009	1/1/2010	1/1/2011
EE	\$42.95	20% of increase	20% of increase
EE +Spouse	\$66.60	20% of increase	20% of increase
EE+ Child	\$63.50	20% of increase	20% of increase
Family	\$88.03	20% of increase	20% of increase

### 25.03 Dental Insurance

Each employee who elects dental insurance only will contribute, commencing in the first pay period following January 1, 2009, the following amounts on a bi-weekly basis in order to qualify for the dental plan:

EE	\$2.58
EE+Spouse	\$5.25
EE+Child	\$5.25
EE+Family	\$8.05

### 25.04 Vision Care

- a. Each employee who elects vision coverage only will contribute, commencing in the first pay period following January 1, 2009, the following amounts on a bi-weekly basis in order to qualify for the vision plan:

EE	\$0.00
EE+Spouse	\$6.70
EE+Child	\$6.70
EE+Family	\$8.94

- b.** The Company will provide vision insurance coverage under the provisions of VSP. This benefit is allowable only through the VSP doctors listed on the web site or Company provided toll free telephone number. The following describes the benefits of the plan:

**A.** Safety Glasses

- One pair of safety glasses (lenses and frames) every twelve (12) months with no co pay for the glasses, provided minimum prescription change of +/- .38 diopter required. If they are damaged on the job, then they will be replaced with like kind.
- Necessary corrective lenses (i.e., single vision, bifocal, trifocal or other more complex lenses) covered in full. Lenses that are tested and certified as meeting current American National Standards Institute (ANSI) standards for safety.
- Frame allowance up to a maximum of \$65.00 per pair of eyeglasses.
- Employees will attach the designated form, signed by their safety manager, and present it to the VSP doctor's office.

**B.** Prescription Glasses Benefit within the provisions of the VSP doctor network:

- One eye exam per twelve (12) months with a ten dollar (\$10.00) co-pay.
- Lenses every twelve (12) months from last date of service with a twenty dollar (\$20.00) co-pay. Single vision, lined bifocal and lined trifocal lenses covered in full.
- Frames every twelve (12) months from last date of service with a twenty dollar (\$20.00) co-pay, for a maximum allowance of \$115.00 toward any frame of your choice plus a 20% discount off any amount over the allowance.

**C.** Contact lenses within the provisions of the VSP doctor network:

- Ninety-five dollars (\$95.00) allowance applied to contact lens exam and the contact lenses with a 15% discount off the contact lens exam before the allowance is applied.
- No co pay for the contact lens exam or lenses that is less than the allowance.

**25.05 Definitions:**

Health care insurance is defined as including both medical, dental and vision plans detailed in the summary plan descriptions referenced in this agreement and Exhibit A as detailed by the Summary Plan Description as presented at the bargaining table during the 2005 contract negotiations.

**25.06 COBRA**

Continuation of health and dental insurance after termination of employment will be administered according to law. The Union will be notified in the month of January of each calendar year of the COBRA rates applicable for that current year.

**25.07 Life/AD&D**

The Company will provide basic life and basic Accidental Death and Dismemberment (AD&D) insurance at \$50,000 per employee. Additionally, optional supplemental employee life and dependent life insurance will be offered for the employee to purchase at group term rates.

**25.08 Supplemental Life Insurance**

Employees may continue to purchase supplemental life (including accidental, death and dismemberment) and dependent life by payroll deduction. Proof of insurability and approval by the insurance carrier is required prior to purchasing any supplemental insurance.

**25.09 Disability**

- a. Short-term disability insurance will be provided at 75% of base pay. This coverage begins after the 7<sup>th</sup> day of absence due to an illness and on the 1<sup>st</sup> day for an accident. Coverage continues for the length of the disability, to a maximum of 26 weeks. Employees who take short-term disability will have the option of utilizing their accrued leave benefits, PPT or vacation, during the seven days prior to short-term disability paying benefits.
- b. The company will make arrangements for employees to purchase long-term disability insurance at their own cost. This coverage pays 60% of their base pay in the event of a disability, to a maximum of \$3,000.00 per month. After the completion of the 26 weeks of STD pay and upon approval by the insurance company, the LTD benefit will commence. Disability insurance is offered after completion of 30 days of employment.

**25.10 Fringe Benefit Rate:**

Defined as the minimum Employer Contributions towards providing Group Health Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Personal Paid Time, Military Duty Pay Jury Duty Pay, Bereavement Leave Pay, Retirement Benefit Plan(s) and Short-Term Disability Insurance based on 1950 hours per year

worked by service employees covered by this agreement. The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime by service CBA employees employed on the contract.

Effective Dates

Current Benefit Rate	October 1, 2008	October 1, 2009	October 1, 2010
\$6.82	\$7.21	\$8.08	\$9.06

## 26.00 WAGE RATE AND BENEFITS

**26.01** The following wage rates and job classifications as described here and in Appendix A, will be effective for the period of this Agreement and apply to all bargaining unit employees at the NAS Pensacola AIMD Maintenance Project, T-2 Maintenance Project, H-60\_SAR Maintenance Project and T-39 UMFOTS Maintenance Project.

**26.02** The following hourly wage rates apply to each class of employee during the Federal Fiscal years 2009 through 2011:

<b><u>H-60</u> SAR Platform/Element</b>	<b>Current Rate</b>	<b>Oct. 1, 2008</b>	<b>Oct. 1, 2009</b>	<b>Oct. 1, 2010</b>
<b>CLASS EMPLOYEE</b>		<b>3.5%</b>	<b>3.5%</b>	<b>3.5%</b>
Quality Control Inspector	27.22	28.17	29.16	30.18
Sr. Airframes/Power Plant Mechanic	25.95	26.86	27.80	28.77
Sr. Avionics/Electrical Instrument Mechanic	25.95	26.86	27.80	28.77
Aircraft Painter	24.94	25.81	26.72	27.65
Aircrew Survival Equipment Mechanic	24.41	25.26	26.15	27.06
Airframes/Power Plant Mechanic	23.87	24.71	25.57	26.47
Avionics/Electrical Instrument Mechanic	23.87	24.71	25.57	26.47
Aircraft Servicer/Plane Captain	22.00	22.77	23.57	24.39
Tool and Parts Attendant	19.72	20.41	21.12	21.86
Logs & Records Clerk	19.72	20.41	21.12	21.86
Maintenance Records Clerk	17.89	18.52	19.16	19.83
<b>AIMD Platform/Element</b>				
Quality Control Inspector	27.22	28.17	29.16	30.18
Non-Destructive Inspection Inspector	27.22	28.17	29.16	30.18
Sr. Aircrew Survival Equipment Mechanic	25.95	26.86	27.80	28.77
Sr. Power Plants Mechanic	25.95	26.86	27.80	28.77
Sr. Airframes/Hydraulic Mechanic	25.95	26.86	27.80	28.77
Sr. Support Equipment Hyd/Mech/Cyro/Elect Mech	25.95	26.86	27.80	28.77
Sr. Avionics COM/NAV Equipment Mechanic	25.95	26.86	27.80	28.77
Sr. Avionics Electrical/Instrument Mechanic	25.95	26.86	27.80	28.77
Sr. Avionics Calibration (PME) Mechanic	25.95	26.86	27.80	28.77
Aircraft and Support Equipment Welder	25.95	26.86	27.80	28.77
Machinist	25.95	26.86	27.80	28.77
Property Control Coordinator/IMRL Mgr.	25.95	26.86	27.80	28.77
AIMD NALCOMIS Maint. Data Base Admin/Analyst	25.95	26.86	27.80	28.77
Aircraft and Support Equipment Painter	24.94	25.81	26.72	27.65
Aircrew Survival Equipment Mechanic	24.41	25.26	26.15	27.06
Support Equipment Hyd/Mech/Cyro/Elect Mech	23.87	24.71	25.57	26.47
Airframes/Hydraulic Mechanic	23.87	24.71	25.57	26.47
Avionics COM/NAV Equipment Mechanic	23.87	24.71	25.57	26.47

Avionics Electrical/Instrument Mechanic	23.87	24.71	25.57	26.47
Power Plants Mechanic	23.87	24.71	25.57	26.47
Logs and Records Specialist	19.72	20.41	21.12	21.86
AIMD Central Tech Pubs Librarian	19.72	20.41	21.12	21.86
Tool and Parts Attendant	19.72	20.41	21.12	21.86
Dispatcher	19.72	20.41	21.12	21.86
Maintenance Records Clerk	17.89	18.52	19.16	19.83
Corrosion Control Worker * (Equity adjustments \$.65 1 <sup>st</sup> year)	17.35	18.63	19.28	19.95
Custodian	11.30	11.70	12.10	12.53
<b>T-2 Platform/Element</b>				
Quality Control Inspector	27.22	28.17	29.16	30.18
Quality Control Inspector (EH&S)	27.22	28.17	29.16	30.18
Quality Control Inspector (Egress)	27.22	28.17	29.16	30.18
Sr. Airframes/Powerplants Mechanic	25.95	26.86	27.80	28.77
Sr. Avionics/Electrical/Instrument Mech	25.95	26.86	27.80	28.77
Sr. Egress/Environmental Mechanic	25.95	26.86	27.80	28.77
Sr. Aircrew Survival Equipment Mechanic	25.95	26.86	27.80	28.77
NALCOMIS OMA System Administrator/Analyst	25.95	26.86	27.80	28.77
Aircraft Painter	24.94	25.81	26.72	27.65
Aircrew Survival Equipment Mechanic	23.87	24.71	25.57	26.47
Airframes/Power Plant Mechanic	23.87	24.71	25.57	26.47
Avionics/Electrical/Instrument Mechanic	23.87	24.71	25.57	26.47
Egress/Environmental Mechanic	23.87	24.71	25.57	26.47
Aircraft Servicer/Plane Captain	22.00	22.77	23.57	24.39
Aircraft Logs & Records Specialist	19.72	20.41	21.12	21.86
Technical Librarian/Training Coordinator	19.72	20.41	21.12	21.86
Tool & Parts Attendant	19.72	20.41	21.12	21.86
Maintenance Control Clerk	17.89	18.52	19.16	19.83
Aircraft Attendant	16.50	17.08	17.68	18.29
Custodian	11.30	11.70	12.10	12.53
<b>T-39 Platform/Element</b>				
Quality Assurance	27.22	28.17	29.16	30.18
Avionics Technician	25.95	26.86	27.80	28.77
Senior Aircraft Mechanic	25.95	26.86	27.80	28.77
Aircraft Painter	24.94	25.81	26.72	27.65
Aircraft Mechanic	23.99	24.83	25.70	26.60
Aircraft Servicer	22.00	22.77	23.57	24.39
Material Coordinator	20.21	20.92	21.65	22.41



Logs & Records Clerk	<b>19.72</b>	<b>20.41</b>	<b>21.12</b>	<b>21.86</b>
Maintenance Control Clerk	<b>17.89</b>	<b>18.52</b>	<b>19.16</b>	<b>19.83</b>
Aircraft Washer	<b>16.50</b>	<b>17.08</b>	<b>17.68</b>	<b>18.30</b>

**26.03 PAY DIFFERENTIALS & RULES**

- a. Except for Quality Control Inspectors, employees designated as CDQCI/CDI receive a differential of \$.45/hour in addition to the basic wage rate for their classification.
- b. Except for NDI Inspectors, employees certified and designated to perform Non-Destructive Inspections receive a differential of \$.30/hour in addition to the basic wage rate for their classification.
- c. Each employee working on the second and third shift shall receive a differential in addition to their basic wage rate as follows:

Second Shift \$.60                      Third Shift \$.75

- d. Employees certified and designated as Hazardous Material Control and Management Representatives receive a differential of \$.25 hour in addition to the basic wage rate for their classification. Alternate Representatives are to be paid only when performing HMC & M duties.
- e. Employees designated as Leads will receive a differential of 5% per hour in addition to the basic wage rate for their classification.
- f. Employees who are certified and authorized to perform aircraft or test cell engine turn-ups will receive a differential of \$.30/hour in addition to their basic wage.
- g. Designated / Certified Aviation Gas Free Engineers shall receive a differential of \$.20/hour in addition to their basic wage.
- h. Employees who are Solder Certified shall receive \$.25/hour in addition to their basic wage.
- i. Employees (other than in the Plane Captain classification) who obtain & maintain a Plane Captain qualification shall receive \$.15/hour in addition to their basic wage.
- j. Aircraft Service/Plane Captain who are certified to handle Lox or high pressure gaseous oxygen will receive \$.15 per hour in addition to their basic wage.
- k. Those employees (except for Aircrew Survival Equipment and Egress /

Environmental Mechanics) employee's who are certified to handle ordnance will receive \$.25 per hour in addition to their basic wage.

- l.** Employees who pack and ship hazardous material will receive \$.25 per hour in addition to their basic wage.
- m.** Employees who are required to maintain a CDL or DOT ordnance driver's license will receive \$.25 per hour in addition to their basic wage.
- n.** Employees who are required to hold an Airframe and Power Plant License will receive an additional \$.50 per hour in addition to their basic wage.

**26.04** Employees who break personal tools on the job that are required to perform the duties of their classification shall be reimbursed for the replacement of the broken tool.

**26.05** Reimbursement shall be subject to:

- a.** The tool being on the employee's registered tool inventory.
- b.** Any manufacturing warranty applicable to the specific broken tool.
- c.** A receipt of proof of purchase presented to the Company for the specific broken tool.

**26.06** Employees who have their own personal toolboxes damaged by a carrier while on a detachment, will notify their manager of the damage. If a toolbox is damaged beyond repair, the employee will submit written proof of cost of repairs or receipt showing the cost of replacement and the Company will file all necessary claim forms with the carrier to ensure replacement of same or equal value toolbox. For all other instances, damaged tool boxes replacement value will be capped at \$750.00 for the Company's liability.

## **27.00 UNION REPRESENTATION**

- 27.01** The Company agrees to recognize the Stewards and Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards and Chief Steward shall be in that number required by the Union to assure each employee in each Unit ready access to a Steward in his/her assigned work location. It is agreed this objective can be achieved with not more than eight (8) plus a Chief Steward in AIMD/H3, and four (4) plus a Chief Steward in the T-2 element, plus a Chief Steward and two stewards in the T-39 element unless modified by mutual agreement of the Company and the Union.
- 27.02** **The scope of the Shop Steward's activities:**
- a.** To consult with an employee regarding an alleged grievance or the presentation of a grievance.
  - b.** To investigate an alleged grievance or a grievance of record before presentation to the appropriate supervisor.
  - c.** To present an alleged grievance or a grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - d.** To meet with an appropriate supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
  - e.** During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall have the right to have his shop steward present during the investigation.
  - f.** When an employee is given formal counseling, he shall have Union representation.
- 27.03** The Steward shall be empowered to adjust employee grievances occurring under his jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement.
- 27.04** Stewards and the Chief Steward shall be employees of the Company who have completed their probationary period, and are selected from among the employees they represent.
- 27.05** The Company agrees to notify the Chief Steward or steward prior to taking any disciplinary action. A Steward will be present during any disciplinary action. The

Chief Steward must be notified prior to and present during any suspension and/or termination proceedings.

**27.06** The Union Chief Steward shall have notification of new or transferred employees who are employed in occupations covered by this Agreement within twenty-four (24) hours following such assignment. The function of the Chief Steward under this section is to explain his responsibilities under this Agreement, introduce him to his/her shop steward and provide the agreed upon Dues Check-off Form as part of the check-in process, or other applicable Union material.

**27.07** **Discipline for Off Site Infractions**  
Disciplinary action based on behavior occurring during detachments or off site assignments will normally be handled at NAS Pensacola.

## **28.00 OFF-SITE ASSIGNMENTS**

- 28.01** Under the terms of contract with the U.S. Navy, the Company is required to send personnel off site to ships, outlying fields, or other locations as determined by contractual requirements.
- 28.02** **Detachment, Rescue (Recovery) and Off Site Selection**
- a.** The Company will offer in person or by telephone the opportunity to those employees of the classification required utilizing a rotating list of employees listed by seniority, initially. This Detachment list is a separate and independent list as utilized in Article 15.00, Overtime and 28.02.c. Should he refuse, the next employee of that classification on the list will be offered the opportunity and this sequence will be followed until the number of employees needed to perform the assignment is obtained. Employees who cannot be reached in person or by telephone, in accordance with Article 15.00, will be considered to have refused the opportunity. The following detachment, rescue and off site work will be offered in the same manner, with the initiation of employee selection to begin with the next employee on the list, where the selection ended on the proceeding event.
  - b.** If the number of employees needed for the assignment cannot be obtained as set forth in subsection "a" above, the Company may assign the opportunity to employees of the classification based on the procedure in 28.02.a.
  - c.** Rescues that may result in overtime will utilize the overtime list.
- 28.03** Personnel assigned to off-site assignment are eligible to receive per diem in accordance with current Joint Travel Regulations. Employees authorized to use their personal cars will be paid the current mileage rate listed in the Joint Travel Regulations. In all cases employees must comply with the Joint Travel Regulations.
- 28.04** Employees will be paid for the travel time to and from the assignment site.
- 28.05** Under the following circumstances employees on detachment shall be furnished transportation to NAS Pensacola, for emergencies including, but not limited to, hospitalization or death of a spouse, parent or child, or the loss of a primary residence due to fire, flood or natural disaster.
- 28.06** Employees within the bargaining unit who are assigned to a temporary detachment or rescue mission shall be afforded the same accommodations and vehicles and paid per diem as the Company pilots.
- 28.07** Personnel assigned to detachments shall receive a phone call allowance up to \$25.00 per detachment.

**28.08 Other Company Sites**

- a. The Company will offer in person or by telephone, per Article 15.00, the opportunity to accept an assignment to another Company Site to those employees of the classification required in accordance with section 28.02.a. Employees who cannot be reached in person or by telephone will be considered to have refused the opportunity.
- b. If the number of employees needed for the assignment cannot be obtained as set forth in subsection “a” above, the Company may ask for volunteers in an attempt to acquire sufficient numbers of employees for the other Company Site assignment.
- c. If sufficient numbers of employees do not volunteer to accomplish the assignment, Section 28.02.b. above will be utilized.

**28.09 Detachment Work Hours and Shift Assignment**

- a. For purposes of manning and operating detachments, all detachments will begin at the designated start time determined by management, usually coinciding with airlift show time or a need to launch detachment aircraft. Detachments end when all personnel return to the home base at NAS Pensacola, at the end of their regular shift for that day. Shift assignments as described in Article 14 of the Collective Bargaining Agreement are recognized as descriptive of normal operations at the Pensacola Site, and do not apply to offsite detachments, where work requirements are determined by the tempo and schedule of the operations to be supported.

**28.10** Employee(s) assigned to a detachment shall be paid their straight time hourly rate for eight (8) hours per day or time actually worked, whichever is greater. Scheduled days off are not covered by this section.

**28.11** On return from a detachment, if a difference of work hours occurs between the first and second shift employees on the first workday back, the effected employee will be allowed to take sick/personal leave or vacation to equalize work hours. The employee will calculate the difference and adjust the timesheet accordingly with the sick / personal leave or vacation hours. In order to make the adjustment to the employee’s timesheet, a signed leave/vacation request form must be attached to the employee’s timesheet. Employees returning from detachment’s work day will normally end upon arrival at Pensacola.

## **29.00 GENERAL**

- 29.01** Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement.
- 29.02** Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining in full force and effect.
- 29.03** There shall be no discrimination or harassment by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local laws or regulations.
- a.** There shall be no discrimination or harassment by the Company or the Union against any employee because of membership or non-membership in the Union. There shall be no interference, restraint, or coercion by the Company of any employee in the exercise of the employee's lawful activities on behalf of the Union, nor interfere with other employees performing their jobs, or with the conduct of operations, except as specifically provided in the Agreement under the grievance procedure and as referenced in Articles 7.00 and 27.00.
- 29.04** The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.
- 29.05** It is not the intent of the parties to establish or permit rules, customs, or practices which are designed to limit production or increase the time required to do any work. It is further agreed that there will be no attempt to place limitations or restrictions on the use of machinery, tools or other labor-saving devices. It is understood and agreed that the adoption of new or revised work practices, machinery, tools or other labor-saving devices will be implemented in accordance with established regulations with full consideration given to the safety of all employees.
- 29.06** The terms "qualified" or "qualifications" under this Agreement include having the certifications, the licenses, the ability to perform the work satisfactorily, and the physical ability to carry out such work.
- 29.07** Employees will be furnished batteries (C, D, and AA) and bulbs for personal flashlights.
- 29.08** The Company shall provide suitable water coolers and ice for flight line personnel and GSE Barn.

**29.09** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Furthermore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.

**29.10** The Company may provide a Temporary Alternate Work (TAW) Program to bargaining unit employees who are unable to perform their normal work assignment due to an on the job illness/injury. The intent of such a program is to assist bargaining unit employees, by providing them with an opportunity to continue gainful employment under the provisions of the Collective Bargaining Agreement, but not impede the recovery process of their illness or injuries. The program will operate provided the Company has the work available and is able to accommodate the employee's medical restriction(s).

- a.** The TAW assignment may be bargaining or non bargaining work. The employee will receive his/her standard contractual hourly wage and benefits regardless of work performed. The employees' start time will be in accordance with the work to be performed, as determined by the Company. Employees on TAW will not displace other employees or adversely effect their seniority.



## **30.00 TRAINING**

- 30.01** As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of direct training in the operation and/or maintenance of the equipment involved. Senior employees within a classification will be offered training in accordance with the Company's needs. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will be paid the higher rate. The Company will determine the need and the number of employees to be so trained and will arrange such direct training as appropriate in accordance with seniority rules.
- 30.02** In the event of a reduced workload in a classification, the company may at its option arrange direct training of affected employees in other classifications. Such direct training will be offered by seniority.
- 30.03** **TRAINING TO QUALIFY:**  
Whenever the Company determines that employee training will be feasible, appropriate and necessary on this Contract to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs will include the Union Grievance Committee's appropriate recommendations. The Company shall first consider training senior employees in the classification affected by new technology.
- a. Designated Evaluators will only be utilized to qualify individuals on systems, equipment, aircraft and etc.
- 30.04** In the event the Government activates a new platform, or technology, for example, T-45, that operates at NAS Pensacola that replace, supplement or augment the T-2/T-39/AIMD/H-60 operations, the current Company on site will agree to enter into negotiations regarding the implementation of such new programs under this agreement. As an example of issues to be addressed:
- b. The filling of Job Classifications
  - c. The transition of employees from the T-2/T39/AIMD/H-60 Program to the new program (such as the T-45).
  - d. The training the work force to the new platform and the possible need for outside personnel for trainers.
- 30.05** Every reasonable effort will be made by the Company to ensure employees covered by this Agreement are retained by the follow-on platform, by seniority.

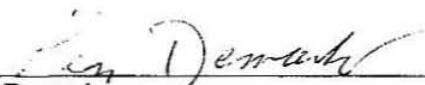
- 30.06** The Union will agree to work with the Company to assure qualified personnel are in place to support both the old and the new platforms during the transition period.
- 30.07** In order to promote a more efficient, goal oriented customer responsive cohesive unit, employees will be allowed to train for advancement within the company when the workload permits. This training will be comprised of on-the job training (OJT) with the assistance of qualified mechanics and other traditional training methods as required.

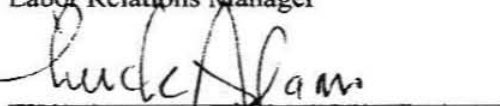
### 31.00 DURATION

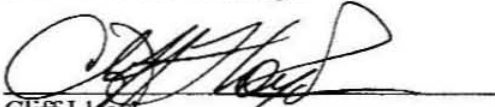
31.01 This Agreement shall be effective **July 20, 2008**, and shall continue in full force and effect through **June 24, 2011**, and thereafter from year to year unless sixty (60) days prior to the normal expiration date of this Agreement either party gives written notice by registered mail to the other of its intent to amend, modify, or terminate this agreement.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized representatives.

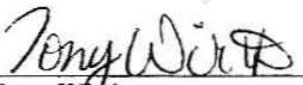
For: L-3 Communications  
Vertex Aerospace, LLC

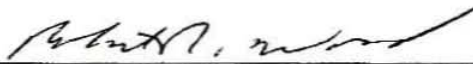
  
\_\_\_\_\_  
Ken Demarko  
Labor Relations Manager

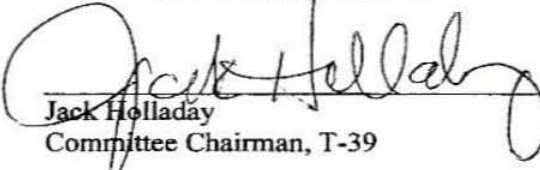
  
\_\_\_\_\_  
Chuck Adams  
Labor Relations Manager

  
\_\_\_\_\_  
Cliff Lloyd  
Site Manager, NAS Pensacola, FL  
T-2/H-60/AIMD/T-39 Program

For: International Association of Machinists  
and Aerospace Workers, AFL-CIO

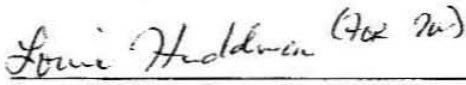
  
\_\_\_\_\_  
Tony Wirth  
Business Representative, District Lodge 75

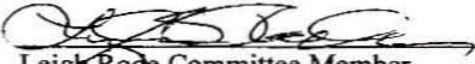
  
\_\_\_\_\_  
Robert Wood  
Committee Chairman, AIMD/H-3

  
\_\_\_\_\_  
Jack Holladay  
Committee Chairman, T-39

  
\_\_\_\_\_  
Paul Durant Committee Chairman, T-2

  
\_\_\_\_\_  
James Lingley Committee Member

  
\_\_\_\_\_  
Louis Hildman Committee Member

  
\_\_\_\_\_  
Leigh Rode Committee Member

  
\_\_\_\_\_  
Charlie Beal Committee Member

## EXHIBIT A

CURRENT PLAN				Effective 1/1/2009		Effective 1/1/2010		Effective 1/1/2011						
COST:	Per Month			Cost:	Per Month		Cost:	Per Month						
SINGLE	\$65.90			Single	\$85.90		20% of increase		20% of increase					
EMPLOYEE + 1	\$103.20			Emp. + Spouse	\$133.20		20% of increase		20% of increase					
FAMILY	\$136.06			Emp. + Child	\$127.00		20% of increase		20% of increase					
<b>DENTAL</b>				Family	\$176.06		20% of increase		20% of increase					
PREVENTIVE AND DIAGNOSTIC (Type A)				<b>DENTAL PPO</b>		PREVENTIVE AND DIAGNOSTIC								
100%				100%		100%		100%						
BASIC RESTORATIVE CARE (Type B)				80%		80%		80%						
80% - AFTER DEDUCTIBLE				80%		80%		80%						
MAJOR RESTORATIVE CARE (Type C)				50%		50%		50%						
50% - AFTER DEDUCTIBLE				50%		50%		50%						
ORTHODONTIA CARE				50%		50%		50%						
50% - AFTER DEDUCTIBLE				50%		50%		50%						
CALENDAR YEAR DEDUCTIBLE				CALENDAR YEAR DEDUCTIBLE										
INDIVIDUAL DEDUCTIBLE (ID)	\$50			ID	\$50		ID	\$50		ID	\$50			
FAMILY DEDUCTIBLE (FD)	\$150			FD	\$150		FD	\$150		FD	\$150			
MAXIMUM CALENDAR YEAR DENTAL BENEFIT				MAXIMUM CALENDAR YEAR DENTAL BENEFIT										
\$1,500				\$1,500		\$1,500		\$1,500		\$1,500				
MAXIMUM LIFETIME ORTHODONTIA BENEFIT				MAXIMUM LIFETIME ORTHODONTIA BENEFIT										
\$2,000				\$2,000		\$2,000		\$2,000		\$2,000				
<b>MEDICAL (HMO)</b>				<b>MEDICAL (EPO)</b>										
CALENDAR YEAR DEDUCTIBLE				CALENDAR YEAR DEDUCTIBLE										
INDIVIDUAL DEDUCTIBLE	\$0			ID	\$0		ID	\$0		ID	\$0			
FAMILY DEDUCTIBLE	\$0			FD	\$0		FD	\$0		FD	\$0			
PHYSICIAN OFFICE VISITS	<b>HMO</b>		<b>NON HMO</b>		<b>EPO</b>		<b>EPO</b>		<b>EPO</b>		<b>EPO</b>			
PLAN PAYS	100%		%		100%		%		100%		%			
CO-PAY PER VISIT	\$10		\$		\$10		\$		\$10		\$			
INPATIENT TREATMENT	\$0			INPATIENT TREATMENT										
PER ADMIN. DEDUCTIBLE				\$0			\$0		\$0		\$0		\$0	
THEN, CALENDAR YEAR DEDUCTIBLE, THEN PLAN PAYS	100%			100%		100%		100%		100%				
OUTPATIENT SERVICES AND SURGERIES	100%			OUTPATIENT SERVICES AND SURGERIES										
PLAN PAYS				100%		100%		100%		100%		100%		
FOR AMBULANCE SERVICES	100%			FOR AMBULANCE SERVICES										
PLAN PAYS				100%		100%		100%		100%		100%		
ER COPAY PER VISIT, UNLESS ADMITTED	\$50			\$50		\$50		\$50		\$50				
OTHER MEDICAL SERVICES PLAN PAYS	100%			100%		100%		100%		100%				
<b>PRESCRIPTION DRUG PLAN</b>				<b>PRESCRIPTION DRUG PLAN</b>										
CALENDAR YEAR COPAY AT PREFERRED PHARMACY ONLY				CALENDAR YEAR COPAY AT PREFERRED PHARMACY ONLY										
RETAIL PLAN	YOU PAY		BRAND \$10		GENERIC \$5		B - \$10		G - \$5		B - \$10		G - \$5	
MAIL ORDER	YOU PAY		BRAND \$20		GENERIC \$10		B - \$20		G - \$10		B - \$20		G - \$10	
<b>VISION</b>				<b>VISION</b>										
<i>Per Article 25.04 of the Current CBA</i>				<i>Per Article 25.04 of the Current CBA</i>										

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