

*COLLECTIVE BARGAINING
AGREEMENT*

Between

L-3 VERTEX AEROSPACE, LLC

And

*INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE # 75,
AND ITS LOCAL LODGE #2777*

*TH-57 PROGRAM
NAS Whiting Field, Milton, Florida*

EFFECTIVE DATE: March 21, 2009 to March 21, 2012

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - INTENT AND PURPOSE	2
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - UNION RECOGNITION	4
ARTICLE 4 - UNION SECURITY	5
ARTICLE 5 - UNION REPRESENTATION.....	8
ARTICLE 6 - NO STRIKE-NO LOCKOUT	11
ARTICLE 7 - GOVERNMENT SECURITY / RESPONSIBILITY.....	13
ARTICLE 8 - SENIORITY.....	14
ARTICLE 9 - NON-BARGAINING UNIT PERSONNEL.....	16
ARTICLE 10 - HOURS OF WORK	17
ARTICLE 11 - SHIFT ASSIGNMENT	19
ARTICLE 12 - OVERTIME.....	21
ARTICLE 13 - WAGE RULES	25
ARTICLE 14 - PREMIUM PAYMENTS.....	26
ARTICLE 15 - HOLIDAYS.....	28
ARTICLE 16 - VACATION	30
ARTICLE 17 - PAID PERSONAL TIME.....	33
ARTICLE 18 - JURY DUTY / WITNESS PAY	34
ARTICLE 19 - DRUG FREE WORKPLACE.....	35
ARTICLE 20 - LEAVES OF ABSENCE	36
ARTICLE 21 - PROMOTIONS / TRANSFERS	40
ARTICLE 22 - LAYOFF / RECALL.....	44
ARTICLE 23 - DISCHARGE AND DISCIPLINE.....	47
ARTICLE 24 - GRIEVANCES	49
ARTICLE 25 - ARBITRATION	51
ARTICLE 26 - FLIGHT PERSONNEL	53
ARTICLE 27 - SAFETY / SAFETY EQUIPMENT.....	54
ARTICLE 28 - UNIFORMS	55
ARTICLE 29 - BULLETIN BOARDS / DISTRIBUTION.....	56
ARTICLE 30 - BEREAVEMENT LEAVE.....	58
ARTICLE 31 - GROUP INSURANCE.....	59
ARTICLE 32 - 401(K) SAVINGS PLAN.....	62
ARTICLE 33 - TRAINING.....	63

ARTICLE 34 - PENSIONS - IAM NATIONAL PENSION FUND	65
ARTICLE 35 -GENERAL	66
ARTICLE 36 - DURATION	69

PREAMBLE

This Agreement is made and entered into this **21st day of March 2009** by and between L-3 Vertex Aerospace, LLC (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, District Lodge #75 and its Local Lodge #2777 (hereinafter referred to as the Union).

It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

ARTICLE 1 - INTENT AND PURPOSE

- 1.1 It is the intent and purpose of the Company and the Union to ensure cooperation and to set forth herein the entire Agreement with respect to wages, hours, job descriptions, and working conditions as relates to the Government Contract covered by this Agreement.
- 1.2 Further it is the mutual intent of the parties to provide for the efficiency of the operation and production of the employees under methods that furthers the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and safe 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.
- 1.3 It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employees grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement, unless it is beyond the control of either party.
- 1.4 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 this 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 affects any terms or conditions of this agreement, the Company and the Union will meet to work out a mutually agreeable solution. If an agreeable solution cannot be reached, the matter may be submitted to the grievance/ arbitration procedure. However, the Company and the Union agree to comply with any requirements imposed 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.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Company shall retain the exclusive authority, rights and powers to manage its business and direct the working force and the exercise of these rights and powers shall not be in conflict with any of the expressed terms in this Agreement. 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 new or changed methods; to determine the means of service or production; and to 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.
- 2.2 Except as expressly modified by a specific provision of this Agreement, or except as such rights are specially 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.
- 2.3 The Company agrees that during the term of this Agreement no Organizational Level work currently performed by the employees in the bargaining unit will be subcontracted.

ARTICLE 3 - UNION RECOGNITION

- 3.1 The Company recognizes the Union as certified by the National Labor Relations Board on April 15, 1988, (Case No. 15-RC-7365) as the exclusive collective bargaining representative of employees stipulated in the National Labor Relations Board Certification of Representation. The Company recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the bargaining unit as hereinafter defined, with respect to wages, hours, job descriptions, and all other terms or conditions of employment. Job descriptions are considered an addendum to this Agreement. The bargaining unit work is defined as the work performed by employees in the following job classifications:

- a. Aircraft Issuer
Aircraft Painter
Aircraft Washer
Airframes / Power plant Mechanic I
Airframes / Power plant Mechanic II
Aviation Survival Equipment Clerk
Aviation Survival Equipment Technician I
Avionics Technician I
Avionics Troubleshooter / Technician II
Battery Servicing Technician/CHRIMP Coordinator
Custodian
Data Analyst
Financial Specialist
Environmental Health & Safety/Training Coordinator
Ground Support Equipment Mechanic I
Ground Support Equipment Mechanic II
IMRL Coordinator
Inventory Control Technician
Logs and Records Clerk
Logs and Records Specialist
Maintenance Control Clerk
Maintenance Control Specialist
Maintenance Data Entry Specialist
Plane Captain
Plane Captain Helper
Q A Inspector
Repairables/Consumables Coordinator
Scheduled Maintenance Mechanic I
Scheduled Maintenance Mechanic II
Technical Librarian
Tool & Parts Attendant
Troubleshooter Mechanic II
Warehouseman

- 3.2 If the U.S. Navy decides to relocate the TH-57 work currently performed at NAS Whiting Field to a location other than NAS Whiting Field, the Company will notify the Union and meet to bargain over the affects of this decision.

ARTICLE 4 - UNION SECURITY

- 4.1 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.
- 4.2 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 Union Dues or 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 or Agency fees are due and payable on the first pay day of each month. Employees electing to use the Union Dues or Agency Fees Deduction Authorization shall be deemed to have met their obligation under this Article when the Company properly deducts Union dues or Agency fees from their paycheck on the first pay period of each month. Employees electing to pay their Union dues or Agency fees directly to the Union shall make Union Dues or Agency Fees payments to the Union by the end of the calendar day on which the employee is paid.
- 4.3 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.
- 4.4 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.
- 4.5 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 or 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) or reinstatement fee

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 and the Company shall discharge the employee on the fifteenth (15th) calendar day after said notification, if the delinquency is not resolved.

- 4.6 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.
- 4.7 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 Treasurer 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.
- 4.8 At the time this Agreement becomes effective, the parties agree to begin to use the following Union Dues or Agency Fees Deduction Authorization form for all new dues deductions. In addition, each individual authorization card signed and dated prior to the date of the contract ratification shall, upon ratification, have its effective date 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 Form.

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 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 or reinstatement 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 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 04.01 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 _____

- 4.9 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.
- 4.10 Each employee shall receive a copy of their obligations under this Article and shall sign for receipt of such copy, in addition to a complete copy of the Collective Bargaining Agreement and the employee's applicable job description, as negotiated.

ARTICLE 5 - UNION REPRESENTATION

- 5.1 The Company agrees to recognize all Stewards, Grievance Committeemen and the 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 that number required by the Union to assure each employee in the Unit ready access to a Steward in his/her assigned work location. It is agreed this objective can be achieved with not more than nine (9) Shop Stewards plus three (3) members of the grievance committee, of which one (1) will be the Chief Steward, unless modified by mutual agreement of the Company and the Union. There shall be no more than two (2) Stewards per shift per work center. The Chief Steward shall have the authority to appoint a Grievance Committeeman or a Shop Steward to act as the Chief Steward during any temporary absence of the duly elected Chief Steward.
- 5.2 The Union will notify the Company in writing stating the names of the Stewards, Chief Steward, Grievance Committeemen and the areas they represent. Any subsequent changes 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.
- 5.3 Subject to other provisions of this Agreement, reasonable and necessary time off from work during straight time work hours shall be authorized without loss of pay or benefits to permit Stewards and Grievance Committeemen to carry out their responsibilities under the grievance procedure to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonably interfere with the assigned work duties of the Steward or the employee involved. Instances of alleged abuse or misuse of time by the Steward or grievance committee shall be brought to the attention of the Union, who shall take the action necessary to correct the problem.
- 5.4 Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's official work assignment shall be arranged in a manner to minimize interruption of workflow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee or member of management, the Steward shall request permission to leave his/her work assignment from his/her supervisor. Should the need arise for a Steward to enter another supervisor's work area, the Steward's supervisor will contact the supervisor of that area to establish a time for the Steward to enter the area. In each instance, the supervisor's permission will be granted unless compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time, which shall be no later than one (1) hour prior to the end of the employee's next workday, by which time the Steward can contact the employee. Stewards shall not handle any grievance arising outside of their assigned area of representation, except, however, a Steward may represent the area of another Steward who is absent from work.
- 5.5 The scope of the Steward's activities on Company time shall include the following:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- 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 an employee will be, or reasonably believes he may be subject to discipline, the employee shall be advised of his right to Union representation and the Shop Steward, or Union Representative shall be present, if requested.
- f. To consult with the Chief Steward regarding a grievance or an alleged grievance.
- g. The Shop Steward may request, and shall receive any and all information from the Company that pertains to a grievance.
- h. The Union's acting Chief Steward shall have notification of new or transferred employees who are employed in occupations covered by this Agreement, within five (5) working days following such assignment. The function of the Chief Steward under this section is to explain responsibilities under this Agreement, introduce him to his/her steward, and provide the agreed upon Dues Check-off Form as part of the check-in process, or other applicable Union material.
- i. The Union's acting Chief Steward shall have notification of any bargaining unit employee that has given notice of severing employment for any reason, going out on military leave of absence, retiring, layoff, or transferring outside the bargaining unit, within five (5) working days following such notification to the Company. The function of the Chief Steward under this section is to provide applicable Union material for exiting the bargaining unit and to ensure applicable pension information has been provided to the employee.

5.6 Subject to existing security regulations, the Business Representative or other authorized Business Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the Business Administrator or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Business Representative of the Union shall be escorted by a Company Representative, and shall be escorted by a Grievance Committeeman while they are on Company premises.

- 5.7 It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from TH-57 work site to serve the Union in any official capacity or to serve on any Union committee, except as provided in this Agreement.
- 5.8 The Steward shall be empowered to adjust employees grievances occurring under his/her jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement. Stewards, Grievance Committeemen, and the Chief Steward shall be seniority employees of the Company, selected from among those employees he/she represents in accordance with the Union's bylaws.
- 5.9 A duly elected Chief Steward, Grievance Committeemen and/or Shop Steward shall be the last to be laid off in his/her classification, if layoff is for more than five (5) workdays, providing he/she is qualified to perform the available work. Shop Stewards shall remain on the same shift and at the same work location for the period of time that they are elected to serve as a Steward, seniority permitting. The Chief Steward shall be assigned to the first (1st) shift for the purpose of representational duties with the Administrative office during similar hours of work.
- 5.10 Subject to existing security regulations, the authorized Business Representative or Grand Lodge Representative may schedule a site visit to meet with elected shop stewards and Chief Steward, for a period not to exceed one (1) hour. This site visit will not occur more than once every three (3) months, unless authorized by the Site Manager. A "walk through" of the Representatives to meet employees presently at work will be permitted once (1) per year, unless authorized by the Site Manager, but shall be confined to non-work spaces and will not disrupt the productivity of the work force.
- 5.11 During the period of Business Representative elections, the Company will allow a "walk through" of the candidates for such position, with the currently elected Chief Steward. The Chief Steward will be paid for this time and the visits will be confined to non-work spaces and will not disrupt productivity of the work force.

ARTICLE 6 - NO STRIKE-NO LOCKOUT

- 6.1 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, there shall be no strikes and no lock-outs.
- 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. Employees who refuse to cross the legal authorized picket line of a recognized Union at another location will not be disciplined for such refusal. The employee will be responsible for contacting his/her supervisor as soon as possible to inform the Company of the strike situation and to discuss options.
 - 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.
5. Employees who fail to cease and desist from such actions after being warned by the Union officers, shall be subject to disciplinary action up to and including termination.

6.2 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.

ARTICLE 7 - GOVERNMENT SECURITY / RESPONSIBILITY

- 7.1 The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.
- 7.2 The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify, or repair such government facilities except as contractually directed.
- 7.3 The employee will be responsible for the reasonable care of customer and/or Company furnished equipment and will notify the Company of any intent to or evidence of sabotage, or willful damage to Company, customer or employee property or material.

ARTICLE 8 - SENIORITY

- 8.1 All new employees, performing bargaining unit work, and those rehired after a break in continuous service as defined in Section 08.02 shall be in a probationary status until they have completed **ninety (90)** calendar days from the most recent date of hire. Should conditions warrant, the **ninety (90)** day probationary period may be extended upon written mutual agreement of both the Company and the Union. The Company may layoff or discharge such probationary employees at will, and such action shall not be reviewable through the grievance procedure.
- 8.2 Seniority
- a. Seniority of employees shall be established as follows:
1. Employees hired between September 30, 1999, and October 1, 2000, who were employed by the predecessor contractor on September 30, 1999, and whose employment is a continuation of employment with the successor TH-57 Government contractor, shall have their seniority date established as of their previously established seniority date under the Agreement with the predecessor contractor on the TH-57 Navy contract at NAS Whiting Field, Florida, providing employment had been continuous from that date to September 30, 1999.
 2. All employees hired on or after October 1, 1999, and not referenced above, shall have their seniority date established as of their most recent date of hire.
 3. Employees transferred to the TH-57 bargaining unit at NAS Whiting Field, Florida, after October 1, 1999, shall have their seniority date established as of their effective date of transfer.
 4. Employees hired after October 1st, 1999, and prior to October 1st, 2000, who were employed by the predecessor TH-57 Government Contractor on September 30, 1999, and are employed by the Company shall have their seniority date established as of their previously established seniority date with the predecessor contractor on the TH-57 Maintenance Contract at NAS Whiting Field, Florida, providing employment had been continuous from that date to September 30, 1999.
 5. The Company and the Union may mutually agree on seniority dates for individual employees because of unique and special circumstances.
- 8.3 The seniority of an employee shall be forfeited and cancelled and the employee's employment with the Company shall be terminated under the following conditions:
- a. Discharge for cause.
 - b. Resignation.

- c. Failure to be recalled from layoff in accordance with Article 22.00 within eighteen (18) months following such layoff
- d. Failure to report to work on the expiration of an approved leave of absence, unless for reasons beyond the control of the employee, on a case-by-case basis, or unless excused by the Company.
- e. Accepting employment with a competitor of the company while on an approved leave of absence without the permission of the Company.
- f. Absence from work for a period of three (3) consecutive workdays without reporting to the Company a reason for such absence, unless for reasons beyond the control of the employee, on a case-by-case basis, or unless excused by the Company.
- g. Rejection of recall to the highest classification from which the individual has been displaced or laid off in accordance with Article 22.00, if not currently employed on the TH-57 contract.

8.4 When two (2) or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) numbers of his/her social security number shall be considered having the highest seniority for tie breaking purposes.

8.5 Employees covered hereby who were or are transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain, and accrue seniority hereunder, but shall not be construed as working under the terms of this Agreement while occupying such positions. It is understood and agreed that employees so transferred or promoted shall retain and accrue seniority for a period of thirty-one (31) calendar days from the date transferred or promoted out of the bargaining unit. During this thirty-one (31) calendar day period, employees may be returned to their previously held position by the Company or by their decision to return.

- a. Employees who have exceeded the thirty one (31) calendar day period out of the Bargaining Unit, who voluntarily elect to return, may be returned to the Bargaining Unit provided that all the provisions of this agreement have been exhausted to fill the position that the employee has elected to return to. A new seniority date shall be so established for said employee(s).
- b. The Company will notify the Chief Steward when a Bargaining Unit employee transfers to a non-Bargaining Unit job in writing within seventy-two (72) hours prior to the transfer.

8.6 The Company agrees to provide the Chief Steward or his designee with an updated seniority list each quarter. The seniority list will be posted on the Company's bulletin board in each shop. This list shall contain employees' names, classifications, employees' number and seniority dates. Where there is more than one employee hired on the same date, the last four digits of the employee's social security number will be listed on the seniority list as well. The Union has ten (10) workdays after receipt and posting of this seniority list to notify the Company in writing of any errors. Otherwise, the list shall be considered correct, and may be questioned only at the publishing of the next seniority list.

ARTICLE 9 - NON-BARGAINING UNIT PERSONNEL

- 9.1 It is understood and agreed that non-bargaining unit personnel will not perform the work of employees covered by this Agreement, except under the following conditions:
- a. For the purpose of documented training of employees.
 - b. Under emergency conditions. The term “emergency” is defined to mean any unforeseen combination of circumstances, which would require immediate action.
 - c. Up to two (2) consecutive hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification on the shift in the overtime group.
 - d. Up to one (1) hour on any shift when supervising three (3) or less employees (limited to administrative functions that are performed by the employees being supervised).
 - e. When the work being performed is incidental to the job duties of a position not covered by this Agreement.
 - f. When required to maintain their personal qualifications and proficiency or required for certification; limited to not more than one (1) work day per period of re-qualification unless mutually agreed upon by both parties.

ARTICLE 10 - HOURS OF WORK

- 10.1 No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week.
- 10.2 Eight (8) consecutive hours, exclusive of a meal period of thirty (30) uninterrupted minutes shall constitute a normal work shift.
- 10.3 The workweek for payroll purposes shall consist of seven (7) consecutive calendar days, beginning with the start of the third (3rd) shift on Friday night. The normal assigned workweek shall consist of forty (40) hours, five (5) consecutive days, and beginning on Monday. 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. The "odd" assigned workweek shall consist of forty (40) hours, five (5) consecutive days beginning on a day other than Monday.
- a. Assignment to special/odd workweeks shall be offered to the senior employee(s) within the classification(s) in the overtime group(s) affected. In the event none of the employees want such assignment, the least senior employee(s) within the classification(s) in the affected overtime group(s) shall be assigned.
- 10.4 Work shifts shall be established as follows:
- The first (1st) shift will begin between 5:00 a.m. and 10:59 a.m. The second (2nd) shift will begin between 11:00 a.m. and 5:59 p.m. The third (3rd) shift will begin between 6:00 p.m. and 4:59 a.m. An employee's starting time shall be the same each day of the week, or the Company provides seven (7) calendar days advance notice of a change. The Company may change the starting time of any shift within the time limits set forth above, or assign employees to special/odd workweeks, so long as such changes are not in conflict with any provisions of this Agreement. The Company will provide the affected employee seven (7) calendar days notice of such change, as set forth above, which may be waived by mutual agreement between the Company, **the affected employee** and the Union's steward or Grievance Committeeman.
- 10.5 The Company shall permit all employees to take two (2) fifteen (15) minute rest periods per eight (8) hour shift. Each rest period shall be taken at a time scheduled by the supervisor that does not interrupt or delay the work performed during each half of the work shift and taken without loss of pay. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a five (5) minute rest period prior to the start of the overtime period and any scheduled rest periods on the shift the overtime is worked.
- 10.6 When the normal workweek has less than forty (40) hours of work available in any classification or work center, if there are any opportunities for additional work available within the same workweek, employees in the affected classification and shift will be offered the opportunity to work such available work by seniority.

- 10.7 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 six (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 normal starting time and such is approved. Any employee starting work prior to his assigned starting time shall not commence work without prior approval of the immediate supervisor and notification to the Union. Any employee working off the clock, subject to this section, shall be subject to disciplinary action.
- 10.8 **For payroll purposes only, when an employee's shift covers two days, the day the employee works the majority of their hours will be recorded as the day of work.**

ARTICLE 11 - SHIFT ASSIGNMENT

- 11.1 The Company and the Union agree to the principle that shift preference consideration, including shift starting time and work week, for available jobs in an overtime group will be given to the senior qualified employee(s) in each classification. Wherever the term shift is referenced throughout this Article, it is understood by the parties that this applies to shift, starting time, workweek selection and work locations.
- a. The Company will make every reasonable effort to honor requests by seniority. It is recognized, however, it is not always possible to operate efficiently with senior employees in a particular classification in any one work center, shift, and/or location, and that seniority cannot be the sole determining factor in shift assignments. If after making every reasonable effort to honor an employee's request, the request is denied, the Company shall meet with the Union as soon as possible to reach an agreement that seeks to honor the employee's request as soon as possible and to take the necessary actions toward honoring the employee's request.
 - b. Work Site Selection. The Company and the Union agree to the principle that employees use their seniority within their classification to obtain available jobs at NAS Whiting Field, Site 8 Alpha, Spencer Field or any other work site located off NAS Whiting Field that the U.S. Navy may incorporate into the helicopter maintenance services contract. Employees who wish to be considered for work site change must submit a written request at least ten (10) workdays before the effective date listed below of the desired change. Once an employee has changed work site he/she must remain at his new site until the next scheduled shift bump before he/she becomes eligible to request another work site change or be bumped to another work site, unless affected by a layoff.
 - c. Accordingly, senior qualified employees who have made written application for transfer to another shift shall have preference. In the absence of volunteers for transfer, the Company shall transfer from one shift to another shift the least senior qualified employees in any given classification to the available openings.
 - d. In making shift changes other than those provided herein, the Company will consider requests for a change in shift from employees qualified to perform a job on another shift on a basis of shift bumping within an overtime group, and the changes permitted will be effective at the start of the third (3rd) shift on the first (1st) Friday in the months of January, April, July and October. The Company shall provide, and employees will forward to the Company, a Shift Preference Form two (2) weeks prior to the above effective dates. Failure to present such form may result in the employee being placed on an undesirable shift if displaced under this Article.

- e. In the event an employee changes from his/her classification into another classification, the employee shall be required to remain on the shift that the employee was initially assigned to when making the change until the next shift bumping period, unless there is a shift preference form on file in the effective classification which will be honored prior to the new employee entering the classification.
 - f. **Shift Selection of personnel within a classification is based on seniority and is not circumvented or hindered by collateral duty assignments with the exception of Lead A status, as selected by the Company. The Company retains the inherent right of determining the number of personnel in each classification and shift with the collateral duty assignments. Therefore, if more lead B's exist on a particular shift within a classification as a result of Article 11.1 than the Company determines is required, the least senior Lead B in the classification of that shift will relinquish their collateral Lead B duties. This will not apply to Article 11.2 shift exchanges.**
- 11.2 Employee(s) within the same classification and on different shifts who agree to exchange shifts for a period of time shall be allowed to swap shifts with pre-approval of management. **If the shift swap is for less than two weeks, no adjustments will be made to the employees' shift pay. Shift swaps for periods greater than two weeks, must be submitted for approval at least one week in advance so that payroll change of status forms can be processed in a timely manner.** The Company will make every reasonable effort to grant the requests of the employees, **except that if the swap is for more than two weeks, paragraph 11.1.a. must be considered.**
- 11.3 **Shift assignments for the Chief Steward shall be in accordance with Article 5.9.**
- 11.4 **Two A & P Mechanic II's are assigned full time to the Engine Rinse Positions. The positions are/have been posted to reflect the engine rinse positions to be filled by A & P Mechanic II's. The two (2) Engine Rinse Mechanic II's are assigned to Workcenter 100 whenever there are no aircraft available to rinse. The Engine Rinse Mechanic II's are polled and allowed to work overtime within Workcenter 100 when management deems overtime is necessary. The two (2) Engine Rinse Mechanic II's are not able to bump into work center 100 for the purpose of shift selection, however they do have full seniority rights as given in the CBA for bumping rights during layoffs.**

ARTICLE 12 - OVERTIME

- 12.1 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, employees involved will be given as much advance notice as is practical, but at least two (2) hours notice prior to the commencement of the overtime. Unscheduled employee absence call-ins may result in waiver of the two-hour notice for overtime. The Company will provide notice of cancellation of the overtime as soon as possible, prior to the commencement of the overtime.
- 12.2 Overtime will be paid at the rate of the basic hourly rate of pay plus differentials as follows:
- a. Overtime shall be paid at one and one-half (1-1/2) times the straight time hourly rate for hours worked in excess of forty (40) in a work-week.
 - b. If less than forty (40) hours are made available during the employee's regularly scheduled five (5) day work week, then hours worked on the sixth (6th) day and/or seventh (7th) day will be at one and one-half (1-1/2) times the straight time hourly rate.
 - c. Overtime shall be paid at two (2) times the straight time hourly rate for all hours worked on a holiday in addition to the straight time pay for such holiday.
 - d. Overtime shall be paid at two (2) times the straight time hourly rate for authorized work performed on the seventh (7th) day of the employee's assigned work week, to the extent such hours exceed forty-eight (48) regular hours in the work week.
- 12.3 No overtime shall be worked except by direction of the supervisory personnel of the Company. No overtime shall exceed a twelve (12) hour workday, except under emergency conditions.
- 12.4 The Company agrees to offer overtime among qualified employees by shift and classification, and overtime group within the confines of contractual requirements to include the off site recovery of downed aircraft. Overtime group is defined as a work center or special project as outlined in Article 12.10. To this end, the following procedures will be followed.
- A. Weekdays: the Company shall offer overtime using the seniority list for the overtime group, classification and shift by posting sign up sheets on a daily basis. If more employees volunteer than are needed by signing the posting sheet, the senior volunteer(s) will be assigned the overtime. If the number of employees needed to work overtime is not obtained, the Company may assign overtime to the junior employee from the bottom of the list. All employees assigned overtime under these provisions must work the overtime unless excused by the Supervisor due to a valid medical or family need.

B. Weekends and Holidays:

1. The Company will post on **Wednesday by noon**, the overtime signup sheets for potential overtime work during the upcoming weekend or holiday using the same procedure as outlined in 12.4A above. If more employees volunteer than are needed by signing the posting sheet, the senior volunteer(s) will be assigned the overtime. If the number of employees needed to work overtime is not obtained, the Company will offer the overtime to employees on other shifts in the overtime group and classification by seniority. If the number of employees needed to work overtime is still insufficient, the Company will assign the overtime to the junior employee(s) from the bottom of the list for the shift for which overtime was offered. All employees assigned overtime under these provisions must work the overtime unless excused by the Supervisor due to a valid medical or family need.
2. Employees in work centers with three or less employees per shift will have a weekend overtime posting for all employees in the classification regardless of shift. If more employees volunteer than are needed, the senior volunteer(s) will be assigned the overtime. If fewer employees volunteer than are required, the junior employee(s) in the classification on the shift will be required to work the overtime. All employees assigned overtime under these provisions must work the overtime, unless excused by the supervisor due to a valid medical or family need.

C. Work in Progress or Emergency Situations: The overtime sign up sheets will not be used to assign work in progress or in emergency situations. Work in progress is defined as any specific job or assigned task that an employee is engaged in prior to the end of the employee's shift and the intent is to complete the specific task of assignment.

D. Maintenance Recoveries: On Thursday, a Troubleshooter **and Avionics Technician** shall be pre-selected for the recovery of cross country and maintenance aircraft, in accordance with Article 12.04B. **The pre-selected employees will report to work at the posted time on the first (1st) scheduled workday following the weekend or holiday and will be locked into that recovery until its return regardless of whether overtime is needed or not.**

E. Truck back Recoveries: Every weekend, two GSE Mechanics shall be pre-selected for the recovery of aircraft to be transported back to NAS Whiting Field, or any other designated area by alternating weekend duty between shifts. The pre-selection will cover the period beginning at the end of the last scheduled day of the work week and will end at the beginning of the first scheduled workday of the next scheduled work week.

F. **Employees in classifications that are routinely required to travel for maintenance recoveries (including truckbacks), should obtain credit cards for such travel.**

G. **When the customer directs travel for maintenance to provide maintenance support for and in advance of planned events such as, but not limited to, air shows, cross-country trips, conferences, etc., the Company will not be bound by the time limits for polling. This does not apply to normal weekend flying.**

- 12.5 Employees shall be notified of the requirement for weekend overtime **four (4)** hours prior to the end of their shift on **Friday**.
- 12.6 In classifications where there is mandatory overtime, every reasonable effort will be made to allow as many employees off as possible from the forced overtime obligation.
- 12.7 An employee who is called back in to work after the employee's regular shift, and after leaving the facility, or who is called in or scheduled and reports to work on the sixth or seventh day of an employee's work week, will be paid the applicable rate for hours actually worked, or four hours at the straight time hourly rate, whichever is greater.
- 12.8 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specified overtime hours per day or per week.
- 12.9 An employee who has not completed his or her probationary period will not be assigned any overtime, unless all qualified seniority employees in that classification, shift and work center have had an opportunity to work the overtime. Management will determine if the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.
- 12.10 An employee who is on light or restricted duty may only be considered for overtime if his/her restrictions would not interfere with carrying out the responsibilities of the work to be performed as overtime.
- 12.11 Upon completion of his probationary period, entering the job classification, recall from layoff or return from short or long term disability which exceeds thirty (30) calendar days, the employee will be placed on the overtime seniority list for that classification.
- 12.12 Overtime groups as used in this Agreement are defined as follows:

GROUP	W/C #	W/C NAME
1	010	Admin (Custodian)
2	020	Maint. Control, A/C Issue
3	020A	Logs & Records
4	040	Quality Assurance
5	050	Logistics
6	05T	Tool Room
7	100	Airframes & Power plants Maintenance
8	12C	Aircraft Painter
9	12W	Wash rack
10	140	Scheduled Maintenance
11	150	Troubleshooters
12	200	Avionics
13	300	South Field Flight line
14	350	Spencer Field
15	375	Site 8
16	800	ALSS

17	900	GSE
18	Various	Engine Rinse (all turn qualified mechanics)
19-23	Various	Special Projects/Mods

ARTICLE 13 - WAGE RULES

- 13.1 The Company shall pay the scale of wages included in “Appendix A” made a part hereof.
- 13.2 For the purpose of this Agreement, an employee’s straight time hourly rate is defined as the employee’s base rate as listed in Appendix A, plus Lead man differential, and/or shift premium, and/or flight personnel pay, and/or collateral duty inspector pay, and/or any other such premiums agreed to as a part of this Agreement.
- 13.3 Employees promoted or temporarily assigned to a job classification with a higher wage rate shall receive the wage rate of the higher job classification or continue at their present wage rate, whichever is greater. Temporary assignments to a job classification with a higher wage rate will be offered to the senior qualified employee on the shift in the work center affected. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.
 - a. Employees temporarily assigned to a job classification with a lower rate or equivalent rate shall continue to receive their present rate of pay.

ARTICLE 14 - PREMIUM PAYMENTS

- 14.1 A shift differential premium of **fifty cents (\$0.50)** per hour will be paid to employees working on the second (2nd) and **sixty cents (\$0.60) per hour** for third (3rd) shift, and, effective October 1, **2009, sixty cents (\$0.60)** per hour to employees working on second (2nd) shift and **seventy-five (\$0.75)** cents per hour to employees working on the third (3rd) shift, as defined in the Agreement, in addition to the basic wage rate for that classification.
- 14.2 Employees designated as Collateral Duty Inspector and/or Collateral Duty Quality Assurance Representative will receive a premium payment of **forty-five cents (\$0.45) per hour**, and, effective October 1, **2009, fifty cents (\$.50)** per hour, in addition to the basic wage rate for that classification.
- 14.3 All employees specifically assigned to and designated in writing as Flight Personnel will receive a premium payment of sixty cents (\$0.60) **per hour and effective October 1, 2009, sixty-five cents (\$0.65)** per hour in addition to the basic wage rate for that classification.
- 14.4 Employees assigned the collateral duty of Lead shall receive a premium payment of ninety (\$0.90) cents per hour in addition to the basic wage rate for that classification.
- 14.5 Employees assigned the collateral duty of Lead "B" will receive a premium payment of forty five cents (\$.45) per hour in addition to the basic wage rate for that classification.
- 14.6 Employees certified and designated to perform Non-Destructive Inspections shall receive a premium payment of fifteen (\$0.15) cents, and, effective October 1, 2006, twenty-five (\$0.25) cents per hour in addition to the basic wage rate for that classification.
- 14.7 Employees certified and designated to perform Engine Turn-ups shall receive a premium payment of twenty-five cents (\$0.25) per hour **and effective October 1, 2009, thirty cents (\$.30) per hour in addition to the basic wage rate for that classification** when such designation is not already a requirement in their job description.
- 14.8 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. Reimbursement shall be subject to:
- a. The tool being on the **employee's registered tool inventory approved by the supervisor.**
 - 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.
- 14.9 Employees who have their personal toolboxes damaged at work will notify their manager of the damage. The manager will attempt to see if such damage can be repaired in

Company work spaces. If a tool box cannot be repaired on site, the employee will submit written proof of cost of repairs, or receipt showing cost of replacement, and will be reimbursed up to a maximum of \$600.00. Such reimbursement shall be no more than one time during the life of this Agreement.

14.10 The company will provide tools and tool box for off-site recovery missions requiring commercial air transportation.

ARTICLE 15 - HOLIDAYS

15.1 The following ten (10) days are designated as holidays each calendar year:

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

- a. In addition to the holidays listed above, if directed by the United States Navy, the Company will observe any holidays declared as a legal holiday and observed by the U.S. Navy at NAS Whiting Field. If there is such a holiday, employees shall be paid for the holiday.
- 15.2 An employee who is on the active payroll on the holiday and has worked on the employee's last scheduled shift preceding the holiday, and the employee's first scheduled shift following the holiday, unless excused by the management, (excused does not include unpaid leave of absence, workers' compensation, or short/long term disability) shall be eligible for eight (8) hours pay at the employee(s) straight time hourly rate for such holiday. Differentials shall be included in holiday pay.
- 15.3 Paid holidays shall be considered as time worked for the purpose of computing overtime payments.
- 15.4 For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the Company's group insurance plan, shall be considered as time worked.
- 15.5 Should any holiday stated above occur on a Saturday or a Sunday, the holiday will be observed under the same schedule observed by government personnel.
- 15.6 Should any of the holidays authorized above fall on an employee's scheduled day off, or during an employee's vacation period, or a period in which an employee is on Paid Personal Time, except under the Company's Group Insurance Plan, the employee(s) will be paid at their straight time hourly rate or will be authorized an alternate day off with pay, if requested prior to the holiday. The alternate day off is to be taken at a time convenient to the Company within two (2) weeks before or after the holiday. Every effort will be made to schedule the employee on the day, which he/she requests. An employee shall not receive vacation pay or paid personal leave in addition to holiday pay for the same day.
- 15.7 It is understood and agreed that the Company reserves the right to require employees to work a holiday; however, every effort will be made to schedule as many employees off as possible.

- 15.8 If the Company is prevented from working as a result of government edict, or of acts of god, the Company will reimburse employees for the time missed, if the Company is so reimbursed by the customer.

ARTICLE 16 - VACATION

16.1 Each employee covered hereby shall accrue vacation credits as follows:

- a. For vacation purposes only, an employee's anniversary date shall be established as the individual employee's anniversary date with the predecessor contractor on the TH-57 government services contract at NAS Whiting Field or with the Company, whichever is earlier, and each anniversary date thereafter shall be the reference point for accrual of vacation.
- b. Employees with less than six (6) years of continuous service, as defined in 16.01(a.) above, shall accrue one and fifty-four-hundredths (1.54) hours of vacation per credited work week. Eighty (80) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- c. Employees with six (6), but less than ten (10) years of continuous service, as defined in 16.01(a.) above, shall accrue two and thirty-one hundredths (2.31) hours of vacation per credited work week. One hundred twenty (120) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- d. Employees with ten (10) years of continuous service, as defined in 16.01(a.) above, shall accrue three and eight-one hundredths (3.08) hours of vacation per credited work week. One hundred sixty (160) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- e. The number of vacation hours accrued in 16.01 b, c and d plus 40 hours shall be the maximum number of hours which may be carried over from one (1) anniversary year to the next
- f. For the purpose of accruing vacation credits for employees, a credited work week shall be defined as follows:
 1. 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 leave pay or is on workers' compensation that does not exceed six (6) months.
 2. Absences that are compensated under Short Term Disability Insurance or Long Term Disability Insurance are not credited work weeks for vacation accrual.

16.2 Round One: During the period October 1, through October 15, of each calendar year, an employee may submit to the Business Administrator, in writing on a form to be provided by the Company, one vacation week that the employee desires to schedule for the next calendar year. The Business Administrator will approve or deny such requests in writing not later than October 31 of each year. If, during the scheduling period October 1 through October 15, two (2) or more employees in the same classification request the same vacation dates and the Company determines to approve some but not all such requests for such dates, the request of the senior employees shall be honored. The one-

week vacation period scheduled in accordance with this section will become firm, and is not subject to change.

- 16.3 Vacation requests received after October 15 shall be approved or denied by shift in the order in which the supervisor receives them. These requests may be approved for periods of less than one (1) week but not less than one (1) hour. **Any additional time in the same day after the initial one (1) hour period may be taken in increments of one-tenth (0.1) of an hour.**
- a. Vacation requests made less than twenty-four (24) hours in advance may be approved by Supervision if operational workload permits.
 - b. Employees' requests for vacation leave must be approved **in writing** by a supervisor before such leave is taken. If the supervisor denies the vacation request, he will notify the requesting employee as soon as practical, but not later than one hour prior to the end of the employee's shift, on the scheduled work day prior to the commencement of the vacation requested. **Employees shall receive a copy of the answered vacation request from the Company.**
- 16.4 Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation, plus any premiums the employee would receive if the employee actually worked.
- 16.5 Employees who are terminated from employment, are laid off or who voluntarily terminate employment after submitting an advanced written notice are eligible to receive pay in lieu of vacation for all accrued unused vacation.
- a. Employees, who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) calendar days. At any time during the thirty (30) calendar day period the employee may request, in writing and be paid for his/her vacation pay. At the expiration of the-thirty (30) calendar day period the employee will be paid for any vacation time that is owed to the employee at the time of the layoff.
- 16.6 The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the payroll period immediately preceding the vacation period requested.
- 16.7 Once approved, an individual's vacation period may not be changed or amended without his/her consent except in case of extreme emergency.
- 16.8 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.
- 16.9 It is understood and agreed that employees transferring to the contract after the date of ratification of the Agreement shall retain their original date of hire with the Company for the sole purpose of accrual of vacation credits.
- 16.10 Paid days of vacation shall be considered as time worked for the purpose of computing pay for overtime.

- 16.11 For the purposes of establishing service, employees transferred from the bargaining unit who return to the bargaining unit shall receive service credit for such time outside the bargaining unit.
- 16.12 For the purposes of determining eligibility for accrued vacation credits, vesting shall be defined as follows:
- a. The employee 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.
 - b. The individual employee's anniversary date and each continuous service anniversary date thereafter shall be the reference date for rate of accruing vacation.
 - c. Vacation accrued in excess of the maximum allowed must be taken by the employee by the employee's next anniversary date. If all excess vacation is not taken or scheduled by sixty (60) calendar days prior to the employee's next anniversary date, the Company will schedule the excess time off.
 - d. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

ARTICLE 17 - PAID PERSONAL TIME

- 17.1 Employees **with less than fifteen years service** shall accrue one and twenty-three hundredths (1.23) hours Paid Personal Time (“PPT”) for each credited work week up to a maximum one hundred twenty-eight (128) hours.

Employees with more than fifteen years service shall accrue one and thirty-nine hundredths (1.39) hours PPT for each credited work week up to a maximum one hundred twenty-eight (128) hours.

Accrued Paid Personal Time is authorized for use after satisfactorily completing the employee’s probationary period. A credited work week is defined as a week in which an employee is paid, by the Company, wages for time worked, holiday pay, jury duty pay, military pay differential, Paid Personal Time or vacation pay.

- a. If an employee’s military pay is greater than the employee’s regular pay such time off for training purposes, up to a maximum of fifteen (15) work days in a calendar year, shall count as a credited work week.
- 17.2 **PPT may be used for any situation for which an employee needs time off from work, including, but not limited to, illness or injury to the employee or his/her immediate family. PPT leave may be used on a one-tenth hour basis.**
- a. Paid Personal Time hours shall be paid at the employee's straight time hourly rate, plus all applicable premium payments. Such hours shall be considered as time worked for the purpose of computing overtime.
 - b. **Employees terminated, except for cause, will be paid out for unused PPT.**
 - c. **In the event of illness/personal emergency of one (1) workday, an employee who has no accrued PPT may take vacation leave or leave without pay, at the employee's option.**
- 17.3 **When an employee desires to utilize PPT for reasons other than illness or injury, such time off must be requested in advance for approval consideration by the Company. Requests will not be unreasonably denied.**
- 17.4 An employee who is prevented from reporting for work shall promptly notify the Company of his/her inability to report for work, giving the reason for the absence and when the employee expects to return to work. Whenever possible, such notice shall be at least thirty (30) minutes prior to the start of the employee’s shift, but no later than during the first hour of the shift if the employee is prevented from providing notice prior to the shift for a reason beyond the control of the employee. In a situation where the employee is delayed while en route to work, such notice shall be as soon as possible.
- 17.5 **Failure to provide such notice as referenced above may result in disciplinary action.**

ARTICLE 18 - JURY DUTY / WITNESS PAY

- 18.1 When employees are required to serve on jury duty, or to report to a court in person in response to a jury duty summons, or to report for jury examination, they shall be granted pay for their regular work shift, less any fee or other compensation paid to them by the court for such service for the work day that they were required to report and/or service. If a first shift employee is released from jury duty at a time such that there are four or more hours remaining in their regular work shift he/she shall be expected to notify his/her supervisor and report to work for the balance of the shift if so directed. If the employee is released from jury duty at a time more than six (6) hours before the start of his/her regular work shift, he/she is expected to report to work and no supplement pay will be made for that shift.
- a. Pay for such time lost shall be computed at the employee's straight-time hourly rate, which includes all pay differentials. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of eight (8) in any regular work days or hours in excess of forty (40) in any work week.
 - b. To be eligible for payment of jury service pay, employees must notify their supervisor no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury service pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates and time of such jury service, and the fee or compensation paid to them therefore by the court, exclusive of transportation allowances.
 - c. Any employee called for the above purpose(s) who is scheduled to work on the third (3rd) shift, shall not be required to work the night before, and if not released by 12:00 p.m. (noon), the night of, he/she is to report and shall receive payment as outlined above.
 - d. Paid days for jury service shall be considered as time worked for the purpose of computing pay for overtime.
- 18.2 Employees responding to a subpoena as a Company witness are considered to be on paid time.
- 18.3 Employees who are subpoenaed to testify before a state or federal court will be entitled to benefits provided that they are not party to the legal proceeding. For each hour of such leave taken, the employee will be compensated in an amount equal to his straight-time rate of pay, which includes all pay differentials.

ARTICLE 19 - DRUG FREE WORKPLACE

- 19.1 Drug Free Workplace: In order to eliminate the unauthorized use, abuse and misuse of controlled substances, including alcohol, in the workplace, the Company shall maintain a policy that complies with the Drug-Free Workplace Act of 1988, and the requirements of the Federal Aviation Administration (FAA), the Department of Defense (DoD) or any other state, local or federal agency with jurisdiction over the work performed herein. Employees who have substance abuse problems are encouraged to utilize the resources of the Employee Assistance Program (EAP) before any actions are initiated by the Company under its Drug and Alcohol Testing programs.
- 19.2 **Any employee who tests positive during a random test will be immediately suspended and may not return to work until released as safe to work by the EAP approved counselor. Upon completion of the program and providing documentation of such successful completion of a qualified rehabilitation program, the employee will be returned to work subject to periodic testing for up to two years. This rehabilitation opportunity is for a first time only event. Any subsequent positive test result will result in termination.**

ARTICLE 20 - LEAVES OF ABSENCE

- 20.1 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) workdays 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. Accrued vacation must be used before any personal leave of absence 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 prior to the next months insurance coverage.
- 20.2 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.
- 20.3 Leave of absence for legitimate personal health reasons supported by sufficient medical verification will be granted to an employee for a period not to exceed ninety (90) calendar days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed six (6) months. An employee will be laid off after exhausting twenty-six (26) weeks of Short-Term Disability benefits. In the event the employee is released within eighteen (18) continuous months of the date of such layoff and the employee has notified the Company, in writing, of their ability to return to work, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within eighteen (18) continuous months after the date of the layoff the employee may be terminated.
- a. Health Insurance will continue for employees who are on a leave of absence covered under Article 20.03 provided the employee pays his/her portion of the premium prior to the next month's insurance coverage.
- 20.4 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. The Company may return an employee to work on restricted or light duty in accordance with the written release from the employee's treating physician. 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 biweekly basis, except in those cases when the employee's physician has provided an expected date of return in which case the employee must contact the Company at least one (1) week prior to the expected date of return to verify the return to work.

20.5 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. Employees on Workman's Compensation will continue to accrue vacation for a maximum of six (6) months. Such accrual shall not be affected by concurrent use of Family Medical Leave.

- a. While on leave of absence covered under Section 20.5, employees will keep the Company informed as to his/her expected return to work date or his/her potential of returning to work.

20.6 An employee on Workers Compensation Leave will be returned to work upon release by the treating Workers Compensation physician. Whenever possible, the Company will accommodate light duty restrictions for employees on Workers Compensation in accordance with the written release from the treating Workers Compensation physician. Should the employee disagree with the release, he/she may request an Independent Medical Evaluation through Workers Compensation and shall receive Medical Evaluation before returning to work. While an employee is on Workers Compensation Leave, all insurance premiums will continue to be paid by the company.

20.7 The parties agree to be in compliance with the Family Medical Leave Act (FMLA) of 1993 as mandated by law.

- a. An employee granted a Family Leave of Absence for the employee's own serious health condition will be required to use all accrued Paid Personal Time prior to being placed on an unpaid Family Leave. If the Family Leave is for any other reason the employee has the option of using available Paid Personal Time and/or vacation.
- b. Seniority will accumulate during all unpaid FMLA leaves.
- c. Vacation and Paid Personal Time will not accrue during FMLA leave.

20.8 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.

20.9 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 prior to the next month's insurance coverage being effective and the coverage can be canceled 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.

- 20.10 The intent of this provision is to meet the requirements of the Family 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 prior to the next month's insurance coverage being effective by the employee if insurance is to remain in force during the additional leave period.
- 20.11 Military Reserve Duty:
- a. A seniority employee 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 (including all applicable premium pay) for a period of up to fifteen (15) scheduled working days per calendar year.
 - b. 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.
 - c. 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.
- 20.12 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, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than four (4) employees may be on such leave at any one time and of the four (4) employees, no more than one (1) will be from the same work center and shift.
- 20.13 Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities for a four (4) year period. Employees on such leave shall retain and accrue seniority. Not more than two (2) employees shall be on such leave at any one time. 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 prior to the next month's insurance coverage being effective.
- 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 to his/her former 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.

- 20.14 Any member of the Bargaining Unit shall, upon written request, 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 four (4) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.
- 20.15 When a leave of absence is granted, the employee, upon return to active employment, will be returned to his/her classification unless the classification has been abolished. In such case, the employee will be allowed his bumping rights in accordance with Article 22.00 of this Agreement.
- 20.16 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 subject to discipline up to and including discharge at the option of the Company.

ARTICLE 21 - PROMOTIONS / TRANSFERS

- 21.1 The job classifications and job descriptions shall be those contained in this Agreement and will remain in effect for the life of this Agreement, except as outlined in 21.2 below.
- 21.2 In the event a new or modified bargaining unit classification is required, the Company shall notify the Union of the need. The parties will immediately meet to negotiate the job description and the wage rate for the new/revised job classification. If the parties are unable to reach agreement, the Company will notify the Union in writing of its decision to implement the new job classification and shall furnish the Union with a copy of the job description and wage rate. The Union will have thirty (30) calendar days from the date of written notification in which to take exception to the wage rate and job description. If the Union has not advised the Company, in writing, within thirty (30) calendar days that it does not agree, then the job classification, job description and wage rate shall become a part of the existing Agreement.
- a. Within thirty (30) calendar days from the date the Union was notified in writing of the Company's decision to implement a new job classification the Union may protest the wage rate and/or job description for the job classification by presenting and processing a grievance in the same manner as a policy grievance. If not settled during the grievance procedure the matter may be referred to Arbitration. The arbitrator shall have the authority to determine the appropriate wage rate and/or job description for the new job classification and shall have the authority to make the wage rate retroactive to the date of implementation.
- 21.3 **Vacancies will be filled through the Job Preference System.** When it is determined that a job vacancy is to be filled, and there are no qualified employees who are eligible for recall as provided by Article 22.11 as a result of a layoff, the Company will **provide 24 hours notice to the Union** of the intent to fill the vacancy **before offering/awarding the vacancy to the senior qualified employee who has a Job Preference Form for the vacancy on file in the Administrative Office.** Employees who are offered the position are expected to either accept or reject the position as soon as possible, but not later than the start of their next shift. If the senior qualified person fails to accept the position by the start of their next shift, the position will be offered to the next senior qualified employee who has a Job Preference Form for the vacancy on file.
- 21.4 If there are additional vacancies created by the procedure in Section 21.3, the vacancy shall be awarded **using the same procedure, without notice of vacancy provided they are filled at the same time.** Employees may decline a position for which they have submitted a Job Preference Form; **however, after two declines of the same job classification, the job preference form will be pulled from the file and may not be resubmitted by the employee for a six-month period.**
- 21.5 In order for an employee to have a Job Preference Form on file, the employee must meet the minimum requirements of the job classification. An employee may have up to **five (5)** Job Preference Forms on file at any one time. Employees are required to keep their personnel files up to date and may be required to provide documentation of their experience and education.

- a. An employee may move to a lower rated or lateral vacancy in accordance with this Article a maximum of once every twelve (12) months.
 - b. The above 21.5 (a) shall not apply to an employee who has been placed into their current classification due to the layoff provisions of Article 22.1.
- 21.6 The Job Preference Forms will be submitted to the Administrative Office who shall affix the date and time stamp to the form(s) and provide a copy of the stamped form(s) to the employee. Forms submitted shall be considered on file at the time of submission. The Company shall review the form(s) as soon as possible, but not later than seven (7) calendar days after submission of the form(s). If after review by management it is determined the employee does not meet the minimum qualifications the form shall be removed from the file and a copy returned to the employee.
- 21.7 If an employee is determined to be not qualified to satisfactorily carry out the duties and responsibilities of a classification for which he has submitted a Job Preference Form, the Company will notify the employee and the Chief Steward in writing of the reasons for such disqualification. The determination made by the Company shall be subject to review through the grievance procedure.
- 21.8 The Company reserves the right to cancel any vacancy prior to the awarded employee assuming the duties thereof; however this right shall not be used in any manner that is based on personal preference. The Company will notify the Chief Steward of all vacancies and selections made. On a monthly basis the Company will provide the Chief Steward with a current list of all Job Preference Forms on file.
- 21.9 A temporary vacancy is defined as one not more than sixty (60) workdays unless extended by mutual agreement. Temporary vacancies created by an employee's leave of absence for personal health reasons, workers' compensation injury, or absence provided by the Family and Medical Leave Act of 1993 are not limited to sixty (60) work days.
- 21.10 When there is a need to fill a temporary vacancy it will be filled in the following manner: (1) by offering recall to the senior qualified employee who is on layoff status or was displaced from the affected classification, and (2) if there are no employees on layoff or employees who were displaced from the affected classification, it shall be filled in accordance with 21.3 and 21.4. Any temporary vacancies created by the employee(s) accepting the offered position may be filled in the same manner. The Company will notify the Chief Steward in writing of all temporary vacancies within the Bargaining Unit and the selection(s) made. When the temporary vacancy period is ended employees who were temporarily transferred will be returned to the classification they held at the time the temporary vacancy was filled. Any bonus pay premiums for which the employee remains qualified will be reinstated. Returning employees will be re-qualified as necessary.
- a. Should a temporary vacancy as described in this section become permanent, it shall be filled in accordance with Article 21.3 and 21.4.
 - b. Employees hired to fill a temporary vacancy under this Section (21.10) who attain seniority will be allowed to submit Job Preference Forms and bid on job openings.

c. If a vacancy is not filled internally, probationary employees will be afforded the opportunity to submit Job Preference Forms for job openings for promotion consideration.

- 21.11 When an employee is offered and accepts a permanent job vacancy he shall be reclassified to the job classification as of the first day of work on the job, except as provided in Article 33.2. When an employee is offered and accepts a temporary job vacancy he shall be reclassified to the job classification as of the first day of work on the job and shall be paid at the wage rate of the classification.
- 21.12 When an employee is awarded a transfer/promotion under the provisions of this Article and such employee fails to satisfactorily perform the duties of that job within a period of up to thirty (30) workdays after assuming the position, the employee will be returned to the position he/she last held prior to the award of such transfer/promotion provided the classification has not been abolished. The thirty (30) workday time limit may be extended by mutual written agreement of the parties. In the event the employee's previous classification has been abolished, he/she may exercise his/her bumping rights as defined in Article 22. An employee so returned shall be given a written notice of failure(s) in performance of the job duties, as evaluated by the supervisor, and shall be subject to the grievance procedure. An employee returned per this Section will not be given consideration for future vacancies in the same classification from which he/she returned for a period of six (6) months, at which time he/she must present evidence of additional qualifications to be considered for future vacancies in that same classification.
- 21.13 Nothing in this Agreement shall be construed to prevent an employee from performing work below his/her classification when required to do so by the Company provided the employee is qualified to perform the work assigned. Such an employee shall not suffer a reduction in pay.
- a. All employees required to work in a lower classification will be offered the work in accordance with Article 21.16.
- 21.14 The Company agrees during the term of this Agreement it will not introduce the use of any written test as an aid in determining the ability and/or qualifications of employees for advancement without first reviewing and discussing such tests with the Union.
- 21.15 When it is determined by the Company that a vacancy in a Lead A 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 highest classification. When more than one classification in a work center is to be led, such vacancy shall be offered to the senior most qualified employee(s) as determined by the Company, who currently occupies the highest affected classification in the group to be led. When it is determined by the Company that a vacancy in a Lead B position covered by this Agreement exists, such vacancy shall be filled by the senior qualified volunteer who currently occupies the same or higher classification. If there are no volunteers for the Lead B position, then the least senior qualified employee in the classification shall be assigned.
- 21.16 When it is determined by the Company that one (1) or more employees of a classification are to be transferred from one (1) overtime group to another, the transfer will be offered to the senior employee(s) volunteering from within the classification(s) in the overtime

group affected. In the event that an insufficient number of the employees volunteer to be transferred, the least senior qualified employee(s) within the classification(s) in the affected overtime group shall be transferred.

- a. In the event the transfer(s) involved are from the TH-57 contract at NAS Whiting Field to an outlying field position, the transfer will be offered to the senior employee(s) who volunteer from within the classification(s) at the affected site. In the event that an insufficient number of the employees want to be transferred, the least senior qualified employee(s) within the classification(s) at the affected site shall be transferred.

ARTICLE 22 - LAYOFF / RECALL

- 22.1 Layoff is defined as a reduction in the work force lasting five or more consecutive workdays. In the event of a layoff, the Company will inform employees of the expected length of layoff.
- 22.2 In all layoff situations, employees in their probationary period, in the job classification(s), will be laid off first, in reverse order of hire date.
- 22.3 In all layoff situations, employees holding temporary positions in the affected classification(s) will be returned to their permanently assigned classification, by seniority.
- 22.4 In all layoff situations the Company shall, upon request, grant liberal leave, (vacation, paid personal time or time off without pay) by seniority to employees working in the affected job classification(s) who are given an expected return to work date within thirty (30) calendar days. If such leave does not adequately fill the layoff period, the least senior employee in the affected classification(s) will be laid off for the remainder of the layoff period.
- 22.5 Thereafter, seniority employees working in the affected job classification having the least seniority will be laid off. Employees from the affected job classification who are on temporary assignment shall be considered to be working in the affected job classification for the purpose of layoff. Employees so laid off from the classification may bump the least senior employee(s) in any equivalent or lower rated classification providing they can satisfactorily perform the duties of the job without additional training provided employees shall be given normal guidance and orientation and the opportunity to recertify, as required or the affected employee(s) may bump the least senior employee(s) in a higher classification provided the affected employee(s) previously held the classification.
- 22.6 At the time the employee is given notice of layoff, and during the layoff period, it is the employee's responsibility to inform the Company of the current address and phone number, at which, he/she may be contacted for recall. Failure of the employee to keep the Company advised, in writing, of his/her current contact information shall relieve the Company of recall obligations in this Article.
- 22.7 None of the above provisions will require layoff of an employee who has vital or special skills that are necessary to maintain required service to the customer.
- 22.8 Recall will be accomplished in the reverse order of the layoff. Refusal to accept recall is grounds for termination of employment, in accordance with Article 8.3g.
- 22.9 An employee who has taken layoff rather than exercise seniority to displace an employee in a lower rated classification, shall not be permitted to exercise recall and/or seniority rights to displace another employee who remained at work, after such employee had elected layoff.
- 22.10 As soon as possible or at least five (5) working days prior notification will be given to affected seniority employees being placed on layoff. This notification shall apply only if

the company has had such prior notification and shall not apply where such lack of notification is beyond the control of the company.

22.11 For the purpose of recall, recall will be offered by seniority to qualified employees who have been laid off or displaced from the classification being recalled. If an employee is offered recall to a job classification and refuses the recall, the employee will lose all recall rights to that job classification, but will retain recall rights to any other classification he/she was previously displaced from prior to the layoff.

a. At the time an employee is being laid off, he/she will indicate to the Company, what job classification(s) the employee is willing to be recalled to, provided they have previously held those classification(s) or provided they can satisfactorily perform the duties of the job(s) without additional training provided employees shall be given normal guidance and orientation and the opportunity to recertify, as required.

22.12 Notification of recall shall be **via telephone (with the Union invited to be present), followed up in writing, with a specified reporting date. In the event, the employee cannot be reached via telephone, notification shall be** sent by registered or certified mail to employees who have been laid off, to the last recorded mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. **If the employee has been laid off for more than (2) months,** the employee must notify the Company of his/her intent to return or not to return to work within two (2) workdays of receipt and must report to work, if he accepts the recall from layoff, within ten (10) workdays after receipt. If the employee does not respond as required by this article or rejects recall to the highest classification the individual has been displaced or laid off from, he will be terminated and the next senior employee will be recalled. If no qualified employee remains, a new employee may be hired.

22.13 Should an employee fail a medical examination required for a particular job or other Government required qualification for their specific job, and as a result thereof, is unable to perform the duties of his/her job classification, the employee will be offered assignment to perform other work which he/she has the qualifications and seniority to perform or be laid off due to lack of work. In the event the employee elects such reassignment, he/she will assume the rate of the new job classification.

22.14 Any employee who reports for work on his/her regular shift and there is no work available shall receive a minimum of four (4) hours pay at his/her straight time hourly rate.

- a. If possible, the Company will make an attempt to notify an employee prior to the employee reporting to work if there is not any work available.
- b. The Company will maintain an **electronic**, up-to-date Employee Telephone List to ensure that employees will be contacted for the purpose of recall, notification of extra work and/or overtime, or lack of work.
- c. It is the employee's responsibility to **update their official employment record by submitting any change in telephone number to the Administration Office in writing on a Notice of Change of Employee Record (Form HRF067). Verbal notification, or notifying the supervisor or department manager, will not suffice.**

22.15 The following procedures will apply for all employees assigned to the Outlying Fields.

- a. In the event that the Company receives four (4) hours or more notice of a need for a layoff at manned outlying fields (OLF's), the Company will offer affected employees other work when work is available.
- b. In the event the Company does not receive an advance notice of a need for a layoff as stated above, it is understood that a work opportunity may not be offered to employees working at the OLF's, however the Company will make efforts to do so. The Company has the option to offer affected employees at the OLF's other work or take time off in accordance with their seniority. Employees who are laid off may use vacation, paid personal time, or take time off without pay.

22.16 In the event the Company requires a temporary shutdown or reduction in the scope of its operations up to five (5) consecutive workdays, it will allow eligible employees to take vested vacation, Paid Personal Time or leave without pay during such periods at the option of the employee. Employees who are not eligible for vacation benefits or Paid Personal Time benefits will be considered on non-paid leave during such periods. Under this specific condition only, vacation or paid personal time may be approved in increments of one hour. Vacation or paid personal time may be used to give an employee the pay equivalent to a normal workday.

ARTICLE 23 - DISCHARGE AND DISCIPLINE

- 23.1 It is understood and agreed the Company may only 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 letter of warning, reprimand, suspension or discharge once removed from the employee's file shall no longer have any future effect on discipline if removed in accordance with items 23.1 (b and c) of this section, or the grievance and/or arbitration procedures, or mutual agreement of the parties.
 - b. A letter of warning or reprimand shall be removed from the employee's file after a period of twelve (12) months from the date of issue, unless mutually agreed to be reviewed and removed after a period of six (6) months for the date of issue.
 - c. A letter of suspension shall be removed from the employee's file after a period of twelve (12) months from the date of issue.
 - d. The Union will be notified of any new or revised Company work rules and regulations, except those related to work instructions, safety or customer directives, for which the Company shall notify the Union within ten (10) workdays if possible prior to implementation. The extent of any penalty levied against an employee for an alleged violation of the rules and regulations is subject to the grievance procedure.
 - e. It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued in ten (10) workdays 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.
- 23.2 Failure to follow established safety procedure, to utilize required/provided safety equipment and protective clothing or commission of an unsafe act is considered a reason for disciplinary action.
- 23.3 In all cases of discharge, suspension or where written reprimand notices are given to employees of the Bargaining Unit, the Chief Steward will receive a copy of said notices upon issue to the employee or as soon as the Chief Steward is present to receive a copy. In all cases where an employee is being disciplined, discharged, suspended or will be receiving a written reprimand, the employee shall have the presence of his Steward, or in the case of suspension or discharge he shall have his Chief Steward. In cases involving suspension or discharge the employee shall be provided a reasonable amount of time to discuss the matter with his/her Steward prior to leaving the premises, except in cases where a Steward or Chief Steward is not available at the site, or the continued presence of the employee is disruptive. In all cases where disciplinary action is given to an employee when the employee is not present or unavailable, the Chief Steward shall be able to file a

grievance on the behalf of the employee, provided the employee signs the grievance prior to the start of the Step III meeting.

- 23.4 In cases of layoff, dismissal or suspension, the employee and the Chief Steward 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 file a written grievance with the Company in accordance with the grievance procedure of this Agreement.
- 23.5 **Discipline will be progressive and consistent according to the Disciplinary Guide throughout the bargaining unit.**

ARTICLE 24 - GRIEVANCES

- 24.1 It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for the settlement of all disputes that may arise out of or regarding the interpretation and application of this Agreement. The term “grievance” as used in this Agreement means any dispute arising out of or regarding the interpretation, application, claim of breach or violation of a specific and designated Article and section of this Agreement, and any Company policy in conflict with this Agreement. Grievances settled or withdrawn at Step 1 or Step 2 of the grievance procedure shall not set a precedent. Failure to move a grievance from one step of the grievance process to another shall not set a precedent and shall not establish a practice unless mutually agreed.
- 24.2 Nothing in this Agreement shall prevent an employee from discussing any problem with his supervisor, or other Company official, but there shall be no formal grievance until it has been reduced to writing as provided in Step I below, with his Steward. The Union agrees that neither the Steward nor other Union official shall solicit grievances.
- 24.3 A formal grievance must be filed by an employee with or through his Steward, within ten (10) work days after the date of knowledge of the occurrence giving rise to it, otherwise, it may not be further processed in the grievance procedure. For the presentation and adjustment of formal grievances in this Agreement, the following procedure is established.

24.4 STEP ONE

An employee having a formal grievance shall present such grievance, in writing, through his Steward, to his supervisor. A formal grievance may not be filed unless an attempt is first made to resolve the matter verbally. Such written grievance shall state the specific issue in question and the Article of the Agreement in dispute and the remedy sought. The supervisor and the Steward shall endeavor to arrive at a satisfactory adjustment of the grievance. If the parties do not agree, the supervisor shall render his decision, in writing, within seven (7) working days after receipt of the formal written grievance.

24.5 STEP TWO

If a satisfactory resolution cannot be reached as provided under Step 1, the grievance shall then be presented to the Division Manager within seven (7) workdays following receipt of the answer of the supervisor referenced in Step 1, or if the supervisor referenced in Step 1 does not respond to the grievance within the three (3) work days referenced above.

The Division Manager will provide a written answer to the Steward within five (5) workdays after receipt of the written grievance. During the five (5) workday period in which the Division Manager has to submit the written answer; either party shall have the right to request a meeting to further discuss the details involved in the grievance, attempting to arrive at a mutually satisfactory resolution. The grievant, Steward, and the persons designated by the Company to represent the Company, shall attend this meeting. Such meeting shall be held during working hours, and no loss of pay shall be incurred.

24.6 STEP THREE

If a satisfactory resolution cannot be reached as provided under Step 2, the Chief Steward, or his designee, in his absence, may submit the grievance to the Business Administrator or designee within seven (7) workdays following the receipt of the answer referenced in Step 2. If an answer has not been received under Step 2 within five (5) workdays following the meeting, the Union Chief Steward may submit the grievance to the Business Administrator. A meeting with the Grievance Committee, consisting of the Chief Steward and two (2) Grievance Committee members, the Steward involved and the grieved employee, shall be scheduled by the Business Administrator or designee to discuss the grievance within ten (10) workdays following submission of the grievance by the Chief Steward. The Business Administrator shall submit a written answer to the Chief Steward within ten (10) workdays after the meeting is held. Such meeting will be held during working hours and no loss of pay shall be incurred. The Site Manager and a representative of the International Union may also be present if requested by the Union or by the Company. The parties shall have the authority to resolve the grievance or appeal it to arbitration, providing such appeal to arbitration is submitted to the Company by rejection of the answer as provided under Step 3 within ten (10) workdays following receipt of this answer.

- 24.7 It is understood and agreed that any of the steps of the grievance procedure may be waived and/or any of the time limits extended by mutual written agreement of the parties.
- 24.8 In cases involving discipline, which concerns suspension or discharge, Step 1, and Step 2 will be waived upon request and the matter taken up with the Business Administrator or designee. However, the grievance shall be filed within the time limits set forth in this Article.
- 24.9 It is understood that the Chief Steward or Grievance Committeeman designated by 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 in the application of a specific Article and section of this Agreement, the grievance may be filed by the Chief Steward or Grievance Committeeman designated 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 or Grievance Committeeman designated by the Chief Steward on behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee's Steward involved and employee affected. The parties may group similar grievances for all affected employees under a single grievance by mutual agreement.

ARTICLE 25 - ARBITRATION

- 25.1 There shall be no grievances presented to arbitration until appropriate steps of the grievance procedure have been utilized, except as provided in Sections 24.2 and 24.3 of the Grievance Procedure. All such grievances shall be considered as settled on the basis of the last Company answer and not subject to arbitration unless either party (Union or Company) first serves written notice of intention to arbitrate upon the other party within ten (10) workdays after receipt of the Company answer at the final step of the grievance procedure.
- 25.2 If, within ten (10) work days from the time such notice given as provided in Section 25.1 of this Article, the parties cannot agree on a settlement or an adjustment of the dispute, then the party filing the grievance shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names from which the arbitrator shall be chosen within ten (10) work days after receipt of such list. The specified time limit may be extended by mutual written agreement of the parties. The names contained on the list shall be stricken in turn until one (1) name remains, and that person shall become the arbitrator.
- a. 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 Service by the party rejecting such panel with a copy of such request to the other party.
- 25.3 Both parties agree that they will continue to make every effort to attempt to resolve any issue before them during the period of time before it is actually heard by the arbitrator.
- 25.4 The arbitrator shall not have the jurisdiction or power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply provisions of this Agreement. The arbitrator shall be bound entirely by the records presented in the form of evidence and argument.
- 25.5 In no event shall the Company be penalized or in any way liable for any monetary award or grievance settlement prior to thirty (30) work days preceding the date of the filing of the grievance, less such other compensation, including wages, commissions, workers' compensation and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period.
- 25.6 The parties will jointly submit a signed statement setting forth the issue or issues to be decided by the Arbitrator, the specific contract violations and the remedy sought. The issue or issues shall be the sole matter to be decided by the Arbitrator. Should the parties fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the Arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.

- 25.7 The parties reserve the right to file post-hearing briefs within thirty (30) calendar days of the arbitration or as determined by the arbitrator if a longer period is requested by either party. The arbitrator shall render his/her decision within thirty (30) calendar days of receipt of the briefs or the close of the proceedings if the parties waive the right to file post-hearing briefs. Each party shall serve two copies of their respective briefs to the arbitrator, mailed by the date established by the Arbitrator, with the Arbitrator to forward the other party's brief, with his decision or award to each party. The arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.
- 25.8 The decision of the arbitrator, within the purview of the arbitrator's authority, shall be final and binding on all parties.
- 25.9 The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.
- 25.10 Each of the parties will assume the expenses of presenting its case including the compensation of its own witnesses.
- 25.11 **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.**
- a. In cases of cancellation that do not involve a compromised settlement by the parties or grievances being withdrawn, the party requesting cancellation shall pay all fees or cost of the arbitrator for such cancellation. In cases where the cancellation is a result of a compromise settlement by the parties, fees or costs of the arbitrator for the cancellation shall be shared equally by the parties.
- 25.12 Both parties shall divide equally the cost for submitting a request for arbitration to the FMCS.

ARTICLE 26 - FLIGHT PERSONNEL

- 26.1 Troubleshooters are permanent Flight Personnel. If required, additional Flight Personnel will be selected on a temporary basis by seniority from qualified volunteers excluding employees who are serving in the duty of Lead. If more volunteers request the assignment than are needed the most senior employee(s) will be selected.
- 26.2 It is agreed that volunteers for temporary Flight Personnel assignment shall be selected to serve for a twelve (12) month period beginning October 1st of each year. Interim vacancies will be filled as they occur.
- a. Vacancies for temporary Flight Personnel assignments will be filled in accordance with the procedure provided in this Article.
- 26.3 Flight gear issue will be done on Company time.
- 26.4 An employee who volunteered and was selected for Flight assignment may, at his/her option relinquish the Flight assignment for any reason, and shall forfeit all rights to future Flight assignments until the following October 1st.
- 26.5 All employees who are designated, in writing, as Flight Personnel will receive a premium payment as specified in this agreement.
- 26.6 A Troubleshooter, who is temporarily declared by a medical doctor as unable to perform the duties of Flight Personnel, will relinquish the Flight duties assignment and flight pay until he receives a full release for Flight duties status by the attending medical doctor. Such temporary grounding will be up to thirty (30) days. When requested, extensions will be approved up to two additional (30) day periods with medical certification.

ARTICLE 27 - SAFETY / SAFETY EQUIPMENT

- 27.1 It is the intention of the Company to maintain safe and healthful conditions as is necessary to protect employees from injury. It is the desire of the Parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illness.
- 27.2 Employees needing to use rain gear will be responsible for the purchase, storage, replacement and upkeep of such rain gear. The purchase of such rain gear may be a part of the employee's annual uniform allowance.
- a. Employees will be required to take care of their own rain gear.
 - b. The Company will provide steel-toed rubber boots to employees as required on the wash rack.
 - c. The Company will provide the following personal protective equipment: glasses, goggles, face shields, hearing protection devices, hardhats, chemical resistant gloves, and disposable protective clothing. These devices must bear an accepted label of approval, embossed or attached, stating they meet OSHA or American National Standards Institute (ANSI) requirements for eye protection and hearing protection.
 - d. 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 same.
- 27.3 The Company shall be responsible for the purchase, storage, replacement and up keep of all emergency first-aid kits in each work center to care for its employees in case of injury. When an employee at work requires immediate medical attention by a medical practitioner or at a hospital as a result of an industrial injury / illness, and the employee is not able to provide his own transportation to the treatment facility, the Company will provide the employee with transportation to a treatment facility if needed and return to the employee's work site. If such employee is returned to the work site too late to use his normal transportation home, the Company will assist the employee in obtaining such transportation.

ARTICLE 28 - UNIFORMS

- 28.1 Employees will be required to wear wash and wear uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company.
- 28.2 Any cost incurred due to an employee's decision to change the material, cut, or to obtain additional uniforms above what is furnished in 28.3 below, will be the sole responsibility of the incurring employee.
- 28.3 Employees who are new hires will receive an initial issue of five (5) sets of the designated uniform items to include:
- a. five (5) pants and/or walking shorts (when permitted by the Navy),
 - b. five (5) shirts (Employees choose long or short sleeve) or
 - c. two (2) coveralls in place of the two (2) pants and two (2) shirts listed.

During the month of October each year the Company will **reimburse employee expenditures for uniforms according to the following schedule:** Effective October 1, **2009** the annual uniform allowance will be **\$200.00**. Effective October 1, **2010** the annual uniform allowance will be **\$205.00**. Effective October 1, **2011** the annual uniform allowance will be **\$210.00**. **Employees hired after August 1st will not receive the uniform reimbursement until the following year.**

Such items as designated uniform shirts, pants, jackets, hats and coveralls will be considered as part of the uniform allowance.

Each employee shall obtain his/her uniform items at the Company designated vendor that the Company will arrange to visit the site each October.

- 28.4 When the uniform items are received in the size requested from the Company's vendor and they do not fit, it is the responsibility of the Company or the Company's vendor to replace the uniform items at their expense with uniform items of the proper size prior to an employee wearing the uniform items for duty. Should the cause for the error be the fault of the employee, the employee will be responsible for any exchange charge.
- 28.5 Approved Company caps and approved Union provided caps may be worn in accordance with all applicable safety restrictions and Government regulations. Employees may also wear an approved IAM patch, or iron on transfer, on the right sleeve.
- 28.6 **Each year, employees will be reimbursed up to ninety-five dollars (\$95.00) for the purchase of approved safety shoes, if required by regulatory compliance, effective October 1, 2009.**

If determined by the Company designated representative that an employee's safety shoes have become unserviceable, the Company will reimburse the employee for the purchase of one additional pair of safety shoes up to ninety-five dollars (\$95.00).

ARTICLE 29 - BULLETIN BOARDS / DISTRIBUTION

- 29.1 The Company and the Union agree that Bulletin Boards are considered as one form of communication between the Union and members of the bargaining unit. There shall be no distribution or posting by the Union or by employees of political materials in support of or against any candidate or issue, or other notices, literature or advertisements without prior approval of the Business Administrator and Chief Steward other than herein provided or permitted by applicable State or Federal law.
- 29.2 The Company agrees to provide space for **nine (9)** bulletin boards for the exclusive use of the Union at appropriate places in the work site for the purpose of posting Union notices. The following examples of Union notices are not intended to be all inclusive, but enumerated by way of illustration, the type of Union notices which may be posted. Examples of such Union notices are:
- 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.
 - e. Official correspondence between the Union and the employees.
 - f. Other notices which are specifically approved in writing by the Business Administrator and Chief Steward or his designee.
- 29.3 The Company agrees to provide bulletin boards at the following locations for the purpose of posting Union notices:
- a. An approved location in the North hangar bay of Hangar 1406;
 - b. an approved location in the South Hanger Bay of Hangar 1406;
 - c. the east line building;
 - d. the west line building;
 - e. the supply warehouse;
 - f. at both outlying fields;
 - g. **Ground Support Office;**
 - h. **Phase Break Room.**
 - i. In the event new break rooms are established, Union bulletin boards will be allowed in such break areas or temporarily established work areas.

- 29.4 The Company will attempt to provide alternate space for the Union Bulletin Board(s) in the event space cannot be provided in the agreed place(s) due to circumstances beyond the control of the Company. The alternate location(s) must also be mutually agreed upon by the parties.
- 29.5 The Company agrees the present message routing procedure may be used by the Union to communicate with employees.
- 29.6 Employees will not be subject to disciplinary action for using the Company's intranet or internet resources for Union communications, as defined in Article 29.2, if such resources are accessible to the employees as a function of their job.

ARTICLE 30 - BEREAVEMENT LEAVE

- 30.1 Any employee will be granted time off with pay to attend the funeral or memorial service of family members as follows:
- a. Four (4) workdays per occurrence in the case of immediate family members defined as mother, father, legal guardian, sister, brother, spouse, daughter, son, stepdaughter, stepson, stepfather, stepmother, or those of whom the employee has legal guardianship.
 - b. Two (2) workdays in the case of other family members limited to grandmother, grandfather, aunts, uncles, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepsister, stepbrother, or grandchildren.
 - c. The Company shall grant up to five (5) additional workdays off without pay in the event of death of members of the employee's immediate family at the employee's request or the employee may use vacation or Paid Personal Time for which they are eligible.
 - d. **Bereavement Leave shall be taken within 30 days of the death of the covered relative.**

ARTICLE 31 - GROUP INSURANCE

31.1 A group insurance plan applies to employees covered hereby which provides benefits as specified below:

- a. Life insurance in the amount of forty thousand dollars (\$40,000).
- b. Accidental death and dismemberment insurance in the amount of forty thousand dollars (\$40,000).
- c. Short-Term Disability insurance with a benefit level of seventy-five percent (75%) of the weekly compensation to a maximum of twenty-six (26) weeks after all paid personal leave time is exhausted. 100% Company paid.

31.2 All employees will be offered **EPO/HMO** coverage (provided **EPO/HMO** is available). The conditions for **EPO/HMO** coverage are described below:

- a. Less than fifteen percent (15%) of the employees enrolled may reside outside the state of Florida.
- b. **Employees may choose to opt out of the Company offered EPO/HMO coverage. Employees who choose this option will receive \$30.75 per pay period. Employees electing this option will be required to provide proof of alternate medical insurance coverage.**
- c. Health care for employees and insured dependents are described in the Plan Summary Booklets.
- d. For coverage, employees will be required to pay per **bi-weekly pay period** as follows:

Effective Dates	Current	1/1/2010	1/1/2011	1/1/2012
Single	\$43.21	Prior year amount + 20% of increase each yr With a \$15 per bi-weekly cap each year		
Employee plus spouse	\$81.69	“		
Employee plus child	\$81.11	“		
Employee plus family	\$126.69	“		

31.3 Dental/orthodontia benefits for employees and insured dependents are described in the Plan Summary Booklet. The maximum dental care benefits for employees and insured dependents are payable up to \$1,000 per insured person during the calendar year. The maximum orthodontia benefits for employees and their dependents is payable up to a maximum life benefit of \$1,000 per insured person, unless maximum benefit has previously been reached.

- a. Each employee who elects dental insurance will contribute, commencing in the first pay period following January 1, 2010, the following amounts on a bi-weekly basis:

EE	\$3.58
EE+Spouse	\$6.25
EE+Child	\$6.25
EE+Family	\$9.05

There will be no increase to employees in the out years for any cost increases to the dental plan.

31.4 Vision Care

Each employee who elects vision coverage will contribute, commencing in the first pay period following January 1, 2010, the following amounts on a bi-weekly basis:

EE	\$0
EE+Spouse	\$6.70
EE+Child	\$6.70
EE+Family	\$8.94

There will be no increase to employees in the out years for any cost increases to the vision plan.

- 31.5 The Company will make available via payroll deduction long-term disability insurance as defined in the Summary Plan Description for employees after a six (6) month qualifying period. The long-term disability insurance provides a combined benefit of sixty percent (60%) of the employee's monthly compensation (to a maximum of \$3,000 per month) after six (6) months of disability.

- a. Employees on short and long term disability may elect to retain coverage provided they pay the active rate for the medical, dental and vision programs for a period not to exceed a combined total of nine (9) months.

- 31.6 Employees may continue to purchase supplemental life, including accidental death and dismemberment and dependent life by payroll deduction. Effective July 1, 2009, the plan will be administered by Marsh at Work (Group Universal Life "GUL"). Proof of insurability and approval by the insurance carrier is required prior to purchasing any additional supplemental insurance.

- 31.7 Fringe Benefit Rate: The fringe benefit rate is defined as the minimum Employer Contributions towards providing Group Health Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Short Term Disability Insurance, Personal Paid Time, Military Duty Pay, Jury Duty Pay, Bereavement Leave Pay, and Retirement Benefit Plan(s). The costing of such fringe benefits is an average rate per hour computed on the basis of total hours paid less overtime (2080 man-hours per year) by service CBA employees employed on this contract.

<u>Effective Date</u>	<u>Rate</u>
Current	\$8.08
October 1, 2009	\$9.09
October 1, 2010	\$10.11
October 1, 2011	\$11.22

31.8 The above Fringe Benefit Rate data is estimated only. Should the Company's actual annual cost per hour be less than the amount listed above in a calendar year, the Company will pay a sum equal to the difference into the Employees' Direct Deposit Account or paycheck for each employee. The Company will notify the Union of the annual results of the fringe benefits costs and deposit any money owed into each employees account by April 1 of the following year.

ARTICLE 32 - 401(K) SAVINGS PLAN

- 32.1 The Company will provide seniority employees covered by this agreement an E.R.I.S.A. approved 401 (k) savings plan.
- 32.2 The employee may also contribute up to the maximum allowed under **the Corporate Master Savings Plan** of their earnings into the 401 (k) and take advantage of the associated income tax deferment.
- 32.3 The employees will not be required to pay an annual administrative fee.

ARTICLE 33 - TRAINING

- 33.1 It is agreed that if the Company should in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement, which recognizes and includes appropriate Federal Apprenticeship Standards. When the apprenticeship agreement has been agreed to by the parties, it shall be made a part of this Agreement.
- 33.2 As determined by the Company, Bargaining Unit employees may be transferred to other assignments within the Bargaining Unit, for the purpose of direct training, provided there is no one in a layoff status within the affected classification and so long as direct training is not used to avoid known overtime. All training will be documented.
- a. Senior employees within the classification will be offered training in accordance with the Company's needs.
 - b. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment, until determined qualified by the Company.
 - c. The Company will determine the number of employees to be so trained and will arrange such direct training as appropriate.
 - d. The Company will continue the Aircraft Worker Training Program for the remainder of the current contract with the U.S. Navy. **The Aircraft Worker Training Program is designed to help employees to gain the documented, hands-on experience necessary to obtain authorization to take the FAA Airframes licensing tests. Employees who already have sufficient experience to enable them to become authorized to test will not be eligible for the training program.** The Company shall determine the number of employees to be selected within the constraints of their contract with the Navy and will fill such positions as needed. Employee(s) assigned to the Aircraft Worker Program will receive eighty cents (\$0.80) per hour less than the straight time hourly rate of an Aircraft Mechanic I, while participating in the program. Employees will complete a **eighteen (18) month program. Employees will be evaluated every 90 days during the program and must show steady, satisfactory progression in order to remain in the program. Leaves of absences exceeding a total of 60 days during the program will result in the suspension of the program and the return of the employee to his former classification. Such an employee may apply for future openings to complete his time in the Aircraft Worker Program. A second suspension for the same reason will disqualify the employee from future opportunities in the program.** Employees who complete the program will be returned to his former classification **and** must obtain an A License **to be eligible for promotion to a Scheduled Mechanic I classification.** An employee who has successfully completed the Aircraft Worker Program will not be worked to avoid filling a known vacancy in an Aircraft Mechanic I position.
 - e. **TRAINING TO QUALIFY:** Whenever the Company determines that employee training will be feasible, appropriate and necessary on the TH-57 Contract to

qualify employees to perform new or changed work resulting from new technology introduction, the Company shall first consider training senior employees in the classification affected by new technology. The Union Grievance Committee may submit recommendations to be considered for inclusion in the training programs.

- 33.3 In the event of a reduced workload in a work center and/or classification, the Company may at its option arrange direct training of affected employees in other work centers and/or classifications. Such direct training will be offered by seniority.
- 33.4 Direct training shall not be used to avoid filling a known permanent vacancy within the affected classification or avoid overtime opportunities in the work center and/or classifications in which the direct training is performed.
- 33.5 Personnel from outlying fields may be rotated to NAS Whiting Field for refresher training on a periodic basis as deemed necessary by management when the work tempo allows.
- 33.6 Employee(s) in classification(s) adversely affected by new technology when job vacancies are created as a result of new technology will be eligible to fill the newly created job vacancy in accordance with terms of Article 21. Employees who are displaced from their classifications as a direct result of technological changes shall be reassigned in accordance with Article 22.
- 33.7 The Plane Captain Helper classification will not be used to reduce the number of Plane Captain Positions on the TH-57 contract. Once an employee completes required training to be a Plane Captain and meets experience requirements, the employee will be considered as qualified to be a Plane Captain and will be eligible for promotion to the Plane Captain classification whenever there is a vacancy.
- 33.8 **The Maintenance Control Clerk and Logs and Records Clerk are training positions leading to assignments of Maintenance Control Specialist and Logs and Records Specialists. Employees assigned to these training positions will initially be paid a rate of pay equal to \$4 per hour less than the respective Specialists positions and will receive a \$1 per hour increase for each 6 months of satisfactory progress. Such progress will be monitored and recorded on the standard assessment form (Employee Performance Review).**

If during the first 90 days of training the Company or the employee determine that the employee is not a good candidate for the clerk position, the employee will be returned to the position he/she last held provided the classification has not been abolished. Once past the initial 90 day period, the employee may not move to another classification until after the training has been completed.

ARTICLE 34 - PENSIONS - IAM NATIONAL PENSION FUND

- 34.1 The Company (Employer) shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in job classifications covered by this Agreement are entitled to receive pay under this Agreement:

One Dollar, thirty cents (\$1.30) per hour.

One dollar, fifty cents (\$1.50) per hour effective October 1, 2009.

One dollar, seventy cents (\$1.70) per hour effective October 1, 2010.

One dollar, ninety cents (\$1.90) per hour effective October 1, 2011.

- 34.2 The Company (Employer) shall continue contributions based on a forty (40) 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.
- 34.3 Contributions for a new, probationary, part-time and full-time employee are payable upon completion of the seventy-five day probation period and shall cover all contributions due from the first day of employment.
- 34.4 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.
- 34.5 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.
- 34.6 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.

ARTICLE 35 -GENERAL

- 35.1 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.
- 35.2 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 by a court of competent jurisdiction, said invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.
- 35.3 Within thirty (30) workdays, or as soon as possible, of an invalidation of an article of this agreement as referenced in Section 35.2, the Company and the Union shall meet together to negotiate applicable new contract language to replace the particular clause which was invalidated by federal or state legislation.
- 35.4 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, union status, or other status protected by applicable federal, state, 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, so long as such activities are not conducted on Company time, do not interfere with other employees performing their jobs, or with the conduct of operations.
- 35.5 Provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.
- 35.6 It is understood and agreed that the adoption of new or revised work practices; machinery, tools or other laborsaving devices will be implemented in accordance with established regulations with full consideration given to the safety of all employees, and in compliance with Article 33.2e.
- 35.7 The terms "qualified" or "qualifications" under this Agreement include having the ability to perform the work satisfactorily, and the physical ability to carry out such work.
- 35.8 With respect to minimum knowledge, education and experience requirements for the individual job descriptions as negotiated by the parties, it is understood and agreed that it is not the intent of either party that such minimum requirements be utilized to demote or displace individuals incumbent in such positions as of the date of this Agreement.
- 35.9 Job Classifications shall have the effective date agreed upon by the parties affixed on each page.

- 35.10 No Agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties hereto, with the Union Business Representative or a Union Representative with credentials, to enter into such agreement as a signatory to such agreement.
- 35.11 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 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. Amendments to the Agreement may only be made by the approval and written mutual consent of the Union Business Representative and the Company's Designated Labor Relations Representative subject to the bargaining authority granted to them by their respective parties. Such amendments to any section or sections of this Agreement shall not constitute a re-opening of the Agreement.
- 35.12 The contract shall be printed at the Company's expense, in bound book format. The Company shall furnish a sufficient number of printed agreements for bargaining unit employees on the payroll as soon as possible after the signing of the Agreement, as well as for all future bargaining unit employees hired
- 35.13 The Company will provide office space for the Chief Steward for the purpose of carrying out his/her responsibility under the grievance procedure and storing related records and equipment provided there is space available.
- 35.14 The Company shall furnish the Chief Steward and Business Representative with a copy of the contract, all job descriptions, all applicable insurance summary plans, 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.
- 35.15 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.

- 35.16 Employees will be able to participate in the Company sponsored Education Tuition Assistance Program (ETARP) in accordance with the Company Policy and procedure. Such participation will be subject to qualifications and budgetary limitations.**

ARTICLE 36 - DURATION

36.1 This Agreement shall be effective the **21st day of March 2009** and shall continue in full force and effect through the **21st day of March 2012** 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 the Agreement.

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

FOR L-3 VERTEX AEROSPACE. LLC

FOR THE I.A.M. & A. W.

Ken Demarko, Esq.
Sr. Director, Labor Relations

Frank Santos
Aerospace Coordinator

Jim Allred
Sr. Manager, Labor Relations

Tony Wirth
Business Representative, DL No. 75

Susan Garrison
Business Administrator, TH-57 Program

Tony Howard
Chairman, Negotiating Committee

Chuck Adams, Esq.
Manager, Labor Relations

Rich Hartley
Negotiating Committee

Charles Pate
Negotiating Committee

Appendix A

Effective Date	Current		10/1/2009	10/1/2010	10/1/2011
Job Classifications		Adjustment 10/1/2009	3.50%	3.50%	3.50%
Aircraft Issuer	\$24.25		\$25.10	\$25.98	\$26.89
Aircraft Painter	\$25.24		\$26.12	\$27.04	\$27.98
Aircraft Washer	\$13.05	\$0.50	\$14.02	\$14.52	\$15.02
Airframes/Powerplant Mechanic I *	\$24.69	\$0.31	\$25.92	\$26.90	\$27.91
Airframes/Powerplant Mechanic II	\$26.98		\$27.92	\$28.90	\$29.91
Aviation Survival Equipment Clerk	\$15.37		\$15.91	\$16.46	\$17.04
Aviation Survival Equipment Tech. I *	\$24.69	\$0.31	\$25.92	\$26.90	\$27.91
Avionics Technician I *	\$24.69	\$0.31	\$25.92	\$26.90	\$27.91
Avionics Troubleshooter / Technician II	\$26.98		\$27.92	\$28.90	\$29.91
Battery Servicing Technician / CHRIMP Coordinator	\$25.20		\$26.08	\$26.99	\$27.94
Custodian	\$13.55		\$14.02	\$14.52	\$15.02
Data Analyst	\$22.58		\$23.37	\$24.19	\$25.03
Environmental Health & Safety/Training Coordinator	\$28.48		\$29.48	\$30.51	\$31.58
Financial Specialist	\$22.33		\$23.11	\$23.92	\$24.76
Ground Support Equipment Mechanic I *	\$24.69	\$0.31	\$25.92	\$26.90	\$27.91
Ground Support Equipment Mechanic II	\$26.98		\$27.92	\$28.90	\$29.91
IMRL Coordinator	\$20.67		\$21.39	\$22.14	\$22.92
Inventory Control Technician	\$20.11		\$20.81	\$21.54	\$22.30
Logs & Records Specialist	\$20.78		\$21.51	\$22.26	\$23.04
Maintenance Control Specialist	\$20.78		\$21.51	\$22.26	\$23.04
Maintenance Data Entry Specialist	\$12.76		\$13.21	\$13.67	\$14.15
QA Inspector	\$28.48		\$29.48	\$30.51	\$31.58
Plane Captain	\$22.88		\$23.68	\$24.51	\$25.37
Plane Captain Helper	\$18.30		\$18.94	\$19.60	\$20.29
Repairables/Consumables Coordinator	\$24.25		\$25.10	\$25.98	\$26.89
Scheduled Maintenance Mechanic I *	\$24.69	\$0.31	\$25.92	\$26.90	\$27.91
Scheduled Maintenance Mechanic II	\$26.98		\$27.92	\$28.90	\$29.91
Technical Librarian	\$21.04		\$21.78	\$22.54	\$23.33
Tool & Parts Attendant	\$20.11		\$20.81	\$21.54	\$22.30
Troubleshooter Mechanic II	\$26.98		\$27.92	\$28.90	\$29.91
Warehouseman	\$20.11		\$20.81	\$21.54	\$22.30

*** Mech I's and Tech I's to be maintained at \$2.00/hr below Mech II's and Tech II's.**

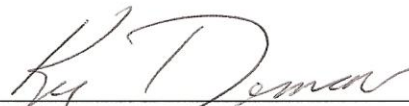
ARTICLE 36 - DURATION


- 36.1 This Agreement shall be effective the **21st day of March 2009** and shall continue in full force and effect through the **21st day of March 2012** 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 the Agreement.


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


FOR L-3 VERTEX AEROSPACE. LLC

FOR THE I.A.M. & A. W.


Ken Demarko, Esq.
Sr. Director, Labor Relations

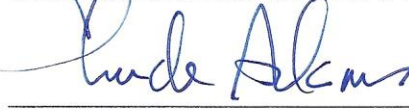

Frank Santos
Aerospace Coordinator

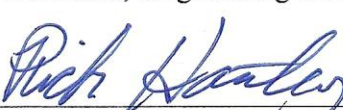

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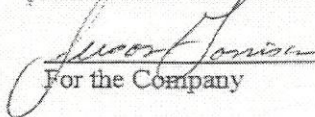

Rich Hartley
Negotiating Committee

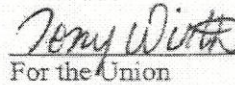

Charles Pate
Negotiating Committee

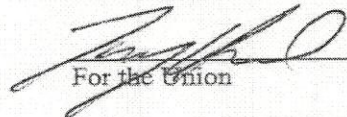
MEMORANDUM OF UNDERSTANDING #1

To the Collective Bargaining Agreement between
L-3 Vertex Aerospace and IAM District Lodge #75 and Local Lodge #2777
Effective March 21, 2009 to March 21, 2012

Job description changes were negotiated and agreed to subsequent to CBA ratification which affects two incumbents in the A&P Mechanic II classification, specifically James A. Gilmore and Hobart M. Carter III. The change requires an Airframes or Powerplants license or it must be obtained within 2 years of employment in this position. This memorandum of understanding will allow James A. Gilmore and Hobart M. Carter III until the end of the current CBA (3/21/2012) to obtain such license or be laid off in accordance with Article 22.

 June 4, 2009
For the Company Date

 June 3, 2009
For the Union Date

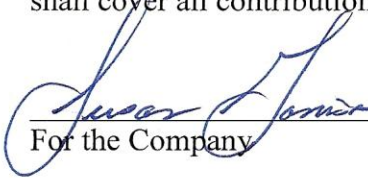
 June 4th 2009
For the Union Date

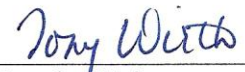
MEMORANDUM OF UNDERSTANDING #2

To the Collective Bargaining Agreement between
L-3 Vertex Aerospace and IAM District Lodge #75 and Local Lodge #2777
Effective March 21, 2009 to March 21, 2012

This MOU corrects Article 34.3 as follows:

Contributions for a new, probationary, part-time and full-time employee are payable upon completion of the ~~seventy-five day~~ probationary period **as defined in Article 8.1** and shall cover all contributions due from the first day of employment.

 July 9, 2009
For the Company Date

 July 9, 2009
For the Union Date

 July 9, 2009
For the Union Date