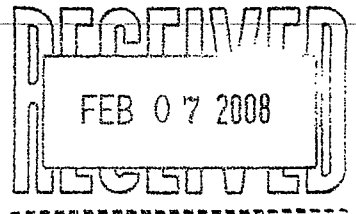


#18911



AGREEMENT

BETWEEN

**L-3 COMMUNICATIONS
COMMUNICATION SYSTEMS-WEST**

**SLRS CONTRACT
PATRICK AFB, FLORIDA**

AND

**EAST COAST LODGE 815
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS, AFL-CIO**

**EFFECTIVE
SEPTEMBER 1, 2007**

**EXPIRES
AUGUST 31, 2011**

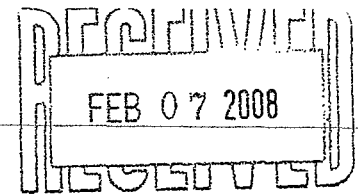
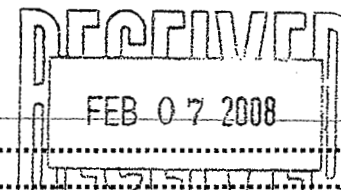


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COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, entered into this 1st day of September 2007 by and between L-3 COMMUNICATIONS, COMMUNICATION SYSTEMS-WEST, hereinafter called "The Company", and EAST COAST LODGE 815 and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (AFL-CIO), hereinafter collectively referred to as "The Union", with respect to employees represented by the union in the precision machine and sheet metal shops at the Air Force Eastern Range at Patrick Air Force Base and Cape Canaveral Air Force Station, Florida. All references herein to gender shall be construed as being equally applicable without any reservation to both male and females.

ARTICLE I BARGAINING UNIT

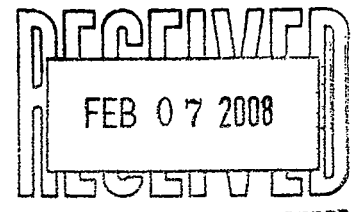
SECTION 1.1 EXCLUSIVE REPRESENTATIVE.

The Company recognizes the Union as the sole and exclusive collective bargaining agency and representative for all employees of the Company's precision machine and sheet metal shops, in occupations listed in Schedule A of this Agreement, at the Air Force Eastern Range at Patrick Air Force Base, Cape Canaveral Air Station, John F. Kennedy Space Center and other Florida Mainland Satellite locations as such work is assigned to the Spacelift Range System Contract for these locations, but excluding: all administrative employees, all office employees, all clerical employees, all professional employees, all managers and leaders, all equipment utility workers, material handlers, watchmen, guards and all other supervisors as defined in the Labor Management Relations Act, 1947, as amended.

SECTION 1.2 NO DISCRIMINATION.

There shall be no discrimination by the Company or the Union against any employee because of sex, race, color, national origin, creed, age, veteran's status, marital status, or disability, as defined by the American's with Disabilities Act, enacted July 26, 1990. The Company will notify the union in advance of any proposed accommodation and the Union will have the option to discuss with the Company any concerns. The Parties agree all accommodations agreed to will be in accordance with the terms and conditions of the Collective Bargaining Agreement.

In the event a grievance is filed citing this section, the grievant must provide an account in writing as to why they believe they have been discriminated against as outlined above.



ARTICLE II RECOGNITION OF RIGHTS

SECTION 2.1 RIGHTS AND FUNCTIONS OF MANAGEMENT.

Except as otherwise expressly provided in this Agreement, nothing herein shall limit the Company in the exercise of the rights and functions of ownership or management, including the right to determine the number and location of its facilities and the methods, quality standards and schedules of operations, to implement technological changes or innovation, to manage the facilities and to direct the working forces. The right to hire new employees, to assign work, to discipline or discharge employees for just cause, to promote or transfer employees, to lay off for lack of work or other legitimate reasons, to determine the hourly schedule of employment, and to make such fair and reasonable rules and regulations relating to the conduct of its employees as it considers necessary or advisable for the efficient conduct of its business, and to require employees to observe such rules and regulations shall be vested exclusively in the Company. It is agreed that the enumeration of the rights and functions of management herein reserved shall not be deemed to exclude other rights or functions of ownership or management not so enumerated. Management rights shall not be arbitrable except to the extent that they are expressly abridged by a provision of this Agreement.

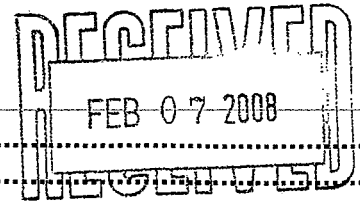
The foregoing enumeration of management rights and functions is without prejudice to the Union's duty and responsibility in representation of the employees covered by this Agreement, and its rights in accordance with the provisions herein, to process grievances, disputes or differences as to the interpretation or application of any provision of this Agreement.

SECTION 2.2 AGREEMENT AGAINST STRIKES AND LOCKOUTS.

(A) The parties mutually agree that there shall be no strike, sympathy strike, work stoppage, slowdown, sit-down, or picketing by the Union or its representatives or members or lockout on the part of the Company, unless and until all steps of the grievance procedure, including arbitration, shall have been employed and one of the parties hereto fails or refuses to comply promptly with any final decision made against such party thereunder.

(B) If a strike by IAM should occur, management, supervisory and clerical employees, watchmen, guards, firemen and other plant protection and maintenance employees shall be permitted to perform their respective functions without interference by the Union or its members on the basis of a plan mutually agreed upon for such purpose by the Company and the Union.

(C) In consideration of this section, the Union agrees not to sue the Company, its officers, or representatives, and the Company agrees not to sue the Union, its officers or agents, for any labor matters, in any court of law or equity, and neither party will institute any proceedings before any government administrative board or agency for any act or omission of the other party or its agents or representatives which occurs during the life of this Agreement.



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ARTICLE III UNION SECURITY

SECTION 3.1 UNION SHOP.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is later, shall on the thirty-first (31st) day following the beginning of each employment, become and remain members in good standing in the Union. This provision shall not apply in any location where it is prohibited by any law, and if so prohibited it shall apply whenever the law is changed so that it may be effective.

SECTION 3.2 CHECKOFF.

Upon receipt of an employee's written authorization, which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner (when revocation is not otherwise provided by local law), the Company shall deduct from such employee's salary, in accordance with this Agreement, such employee's initiation fee and Union dues and remit same to the duly authorized representative of the Union, together with a list of the name of the employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice to the Company during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable Collective Bargaining Agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The Union agrees to hold the Company free from all liability in connection with the collection of initiation fees and dues except for ordinary diligence and care in transmittal of the monies to the Union.

ARTICLE IV GENERAL SALARY PROVISIONS

SECTION 4.1 SALARY RATES.

The hourly rates for employees covered by this Agreement shall be as set forth in Schedule A, attached hereto and made a part hereof.

SECTION 4.2 UPGRADING.

Before employees are hired from the outside to fill vacancies in all grades other than grade 1, it is the intention of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work as determined by the Company. In such instance seniority shall be a factor. The Union will be advised at least one week in advance of such promotions becoming effective. It is understood that the Company will make the final determination relative to promotions. It is understood that there is no automatic progression from one grade to another except through bona fide promotion or upgrade (see Appendix B for job posting procedure).

SECTION 4.3 TEMPORARY DUTY ASSIGNMENTS DIFFERENTIAL PAY

Employees who are assigned to a TDY assignment outside the Continental U.S. will be paid their straight time hourly rate plus a flat rate differential of thirty five (\$35) dollars a day, for all days on the assignment including weekends, but excluding travel time.

SECTION 4.4 SALARY RATES FOR NEW OCCUPATIONAL CLASSIFICATIONS.

In the event the Company establishes a new occupational classification, the rate applicable shall be determined by negotiations between the Company and the Union. Operations shall not be delayed through failure to agree immediately upon the rate applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the new occupational classification and the company-proposed rate applicable thereto and shall place such occupational classification and such rate into effect. A negotiated rate finally established which is higher than the company-proposed rate will be paid retroactive to the date the employee started to work in such occupational classification.

SECTION 4.5 IRREGULAR WORK PERIODS.

When the longest period worked in a "regular work day" is less than eight (8) consecutive hours, the Company will pay an employee, who is available for work, at his straight time rate for the difference between the number of hours worked in one such period and eight (8) hours. In computing the payment due under this provision for hours not worked, no other section of this Agreement shall apply. This provision shall not apply to "scheduled days off", nor to holidays.

For purposes of this provision only, hours of work performed before midnight will be considered performed in the calendar day ending at midnight and hours of work performed after midnight will be considered as performed in the calendar day starting at midnight.

When an employee's "regular shift" includes midnight, his "regular work day", for the purpose of this provision, will be the twenty-four (24) hour period beginning with the starting time of his "regular shift".

Except as set forth above, this provision shall not be deemed to modify or invalidate any other provision of the collective bargaining agreement.

SECTION 4.6 HIGH TIME

Employees who are required to work in excess of thirty (30) feet above the surrounding base area where safety equipment is required, (sixty [60] feet when in a man lift), will receive an additional \$6.00 an hour for all time worked on such structures. Employees entitled to height premium will receive a minimum four (4) hour per occasion.

When overtime premium and height premium are due concurrently, both will be paid and calculated on the employee's base rate.

The Company will provide basic climbing training to employees. A "tower climb" list will be maintained for tower climbs. The first available "climb" will be offered to the available qualified person with the least number of hours on the "tower climb" list. If no one volunteers to climb, the persons with the least number of hours on the tower climb list will be forced.

Those employees on the "tower climb" list will receive a bonus of \$250 payable at the completion of five (5) tower climbs provided they maintain ROCCO certification.

SECTION 4.7 CRANE OPERATIONS

The Company will provide all applicable training for crane operations, and pay any license, insurance, or certification fees. Nothing in this section should be construed as a commitment to adopt a crane operator position. Management reserves the right to schedule outside crane support at its discretion.

ARTICLE V HOURS AND OVERTIME

SECTION 5.1 DEFINITIONS.

(A) "Normal Work Week". The "normal work week" for all employees covered by this Agreement shall be Monday through Friday, not to exceed eight (8) hours in any one day of twenty-four (24) hours.

(B) "Scheduled Days Off". Each employee shall have two (2) "scheduled days off" in each "regular work week". A "scheduled day off" shall be a regular work day during which no "regular shift" is scheduled to start.

(C) "Regular Work Week". The "regular work week" for all employees shall begin at 12:01 a.m. Saturday and end at 12:00 o'clock midnight Friday the following Friday (i.e., seven (7) consecutive calendar days, Saturday to Friday, inclusive).

(D) "Regular Work Day". For the determination of daily overtime and of overtime worked in the "regular work week", on "scheduled days off", and on holidays, the "regular work day" will be used and will consist of twenty-four (24) consecutive hours, from 12:01 a.m. to 12:00 o'clock midnight (the calendar day). In all cases, the first "regular work day" in the "regular work week" will begin at the time the "regular work week" begins (i.e., 12:01 a.m. Saturday). Hours worked on or in conjunction with a "regular shift" starting in the "regular work day" will be counted as worked in such "regular work day".

(E) "Regular Shift". A "regular shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "regular work day", exclusive of meal periods of not less than one-half hour or more than one hour each.

(F) "Night Shift". The term "night shift" shall mean any shift starting at or after 3:00 p.m. and at or before 6:00 a.m. A shift starting at or after 1:00 p.m. and ending at or before 6:30 p.m. shall not be considered a "night shift".

SECTION 5.2 CHANGES IN SHIFTS.

The Company shall give notice of at least five (5) calendar days of any change in regular shifts to the Union and the employee's affected. Shifts will be changed only when the Company finds it necessary because of operating conditions. In the event five (5) calendar days notice of a shift change is not provided, an employee shall be paid time and one-half (1 1/2) their straight time hourly rate for all days which five (5) calendar days notice was not provided

SECTION 5.3 OVERTIME RATES.

Overtime compensation shall be computed on the basis of actual overtime worked to the nearest one-tenth (1/10) hour. Payment for overtime hours worked shall be computed at the following rates:

Time and one-half shall be paid:

- (A) For hours worked in excess of eight (8) and not in excess of eleven (11) in a regular work day.
- (B) For hours worked in excess of forty (40) in a regular work week.
- (C) For the first eleven (11) hours worked on the first scheduled day off.
- (D) For hours worked before the commencement or after the ending of the employee's regular shift.

Double time shall be paid:

- (A) For hours worked on the employee's second scheduled day off.
- (B) For hours worked over eleven (11) in any continuous work period.

SECTION 5.4 PYRAMIDING OF OVERTIME.

No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

SECTION 5.5 NIGHT SHIFT PREMIUM.

A shift differential of 10% of the employee's straight time basic salary rate shall be paid to employees who are scheduled for and perform work on recognized night shifts. An employee shall not receive the night shift differential for hours worked before or after his regular shift if an overtime rate is received because such hours are before or after his regular shift.

SECTION 5.6 CALL-IN PAY.

Whether or not an employee has been previously scheduled to work such days and is called in to work on a holiday, on one of his scheduled days off, or is recalled after completing a day's assignment and has checked out and left his place of employment, he shall receive not less than the equivalent of four (4) hours pay at the applicable rate; provided, however, that any amount paid for hours actually worked shall be credited against such minimum guarantee. An employee shall be deemed to have been requested to work on his regular shift unless notified by a supervisor to the contrary at or before the close of the previous day's shift.

SECTION 5.7 DISTRIBUTION OF OVERTIME.

Consistent with efficient operations, overtime shall be distributed equitably among employees in each occupation, within each of the established shops. The computation of overtime shall be converted time (i.e., eight (8) hours worked at time and one-half pay shall be charged as twelve (12) hours worked).

SECTION 5.8 TDY TRAVEL TIME.

An employee who travels to or from a TDY assignment will be paid in accordance with the Company's travel policy in effect on the effective date of this agreement. Subsequent changes will be by mutual consent.

Time scheduled by the Company for travel to or from a TDY assignment that requires employees to travel out of the Continental U.S. will be paid at the employee's straight time hourly rate, up to a maximum of eighteen (18) hours in any one day, including time worked on the day of travel.

Mission permitting, when an employee is required to travel, the employee will not be required to work until the employee has been given a minimum of a ten (10) hour break.

Employees who travel to seminars/schools on scheduled days off will receive straight time pay for all hours traveled up to eighteen (18) hours per day.

Employees who option to travel on their scheduled days off will receive straight time pay for all hours traveled up to eighteen (18) hours per day. Company required travel on scheduled days off (SDO) will be paid at the applicable rate. Time and one half will be paid on the first scheduled day off and double time will be paid on the second scheduled day off.

At TDY locations, travel from hotel to airport of departure and time spent in travel status to final destination will be used for computation of travel pay.

Required travel to JDMTA where overnight stay is involved will be handled according to the following conditions:

1. An employee required to travel to JDMTA will receive a minimum of four (4) hours travel time from the Patrick Air Force Base work location to the JDMTA work location. Travel time to include hotel check in and travel from the hotel to the work location.
2. Upon completion of work assignment at JDMTA, an employee will receive a minimum of four (4) hours travel time from the JDMTA work location to the Patrick Air Force Base work location. Travel time to include the return of all Company property and or vehicle(s) to the work location.

SECTION 5.9 TEMPORARY DUTY ASSIGNMENTS.

An employee may be temporarily assigned to work at any location provided that such assignment does not exceed forty-five (45) calendar days.

The Company will make every effort to plan and inform employees prior to leaving as to the duties and responsibilities associated with temporary assignments. Deviations from the anticipated duties and responsibilities will be explained to the employee.

SECTION 5.10 TEN HOUR BREAK.

When an employee is required to report for work without being given at least ten (10) hours off after the completion of his previous work period of not less than eight (8) hours, he shall be paid at the applicable rate for all time worked during the succeeding work

period. For purposes of determining the applicable rate under the foregoing, break time will accumulate, although there shall be no payment for such break time.

SECTION 5.11 TRIP ALLOWANCE.

The Company's policy on business travel and related expenses, in effect on the effective date of this agreement, shall be followed in determining reimbursable expenses for lodging, meals, travel, and incidental expenses incurred on company travel inside or outside the United States. Subsequent changes will be by mutual consent.

Paid travel time will not count toward the computation of overtime for regular work pay.

The Company will receive all billing for airline tickets, car rentals, and basic lodging per the Company's procedure. Other expenses will be billed to the employee.

SECTION 5.12 MEAL PERIODS.

An employee may request with management approval, to take a "no lunch" and work a straight eight (8) hour shift before being released to go home.

ARTICLE VI HOLIDAYS

SECTION 6.1 DESIGNATED HOLIDAYS.

The following holidays shall be observed: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Employees shall be granted a floating holiday each calendar year. New employees will not be entitled to take floating holidays until their probationary period is completed.

SECTION 6.2 PAY FOR DESIGNATED HOLIDAYS.

The Company shall pay employees for each of the designated holidays at their straight time salary base rate for the number of hours, per day, not to exceed eight (8), for which they are regularly scheduled to work during the work week in which the holiday occurs. In no event will the payment for hours not worked on one of the designated holidays be in excess of eight (8) hours. Employees who work on any one of the designated holidays shall be paid time and one-half for hours worked, and shall in addition receive the holiday pay to which they may be entitled in accordance with the above. In the event the President or the Congress of the United States proclaims a day of administrative leave for civil service employees at the location where employees covered by the terms of this contract are employed, they shall be paid in accordance with the above, provided that they would have otherwise worked that day or are on scheduled vacation, and provided the customer agrees to reimburse the company for said holiday.

SECTION 6.3 OBSERVANCE OF HOLIDAYS.

If a designated holiday falls on an employee's scheduled day off, the holiday will be observed on the work day preceding or the work day following the day on which the holiday falls. An employee's floating holiday will be observed at the mutual convenience of the Company and the employee, but in no case will a floating holiday be carried over from one calendar year to another.

SECTION 6.4 TDY HOLIDAYS.

If a Company recognized holiday occurs during an employee's TDY assignment, with the exception of JDMTA, or a location of similar distance, the following applies:

- If the employee is required to work on the holiday, they will be paid time and one half of the base pay. The employee will be given the option to receive payment for the holiday or to take the holiday within one hundred twenty (120) calendar days following their return from the TDY assignment. The day to be observed will be scheduled upon his return from temporary duty, and will be mutually agreed upon between the company and the employee, giving consideration to the operating needs of the Company and the wishes of the employee.
- If the employee is not required to work on the holiday, they will receive straight time for the day. The employee will be given the option to receive payment for the holiday or to take the holiday within one hundred twenty (120) calendar days following their return from the TDY assignment. The day to be observed will be scheduled upon his return from temporary duty, and will be mutually agreed upon

between the company and the employee, giving consideration to the operating needs of the Company and the wishes of the employee.

ARTICLE VII VACATIONS

SECTION 7.1 VACATION POLICY.

It is the established policy of the Company to grant annual vacations to all eligible employees as herein provided.

SECTION 7.2 ELIGIBILITY AND PAYMENT.

Full-time employees will accrue vacation each year according to the following schedule:

- a. Employees with less than one (1) year of service will accrue vacation at a rate of 1.539 hours of vacation for each completed week from their date of hire.
- b. Employees with more than one (1) year of continuous service will accrue vacation based on the following:

Continuous Service Credit		
From	Less than	Vacation with Pay
1 Year	6 Years	10 Days (80 Hours)
6 Years	15 Years	15 Days (120 Hours)
15 Years	20 Years	20 Days (160 Hours)
20 Years or More		25 Days (200 Hours)

Vacation will be paid at the employee's basic straight time rate of pay. For purposes of vacation accrual employees will be credited with site seniority.

Accrued vacation may be taken at a time mutually agreeable between the Company and the employee.

SECTION 7.3 VACATION DEFERRAL.

Vacation will, so far as possible, be granted at times most desired by employees, but the right to fix the time for vacation is reserved by the Company in order to ensure orderly and efficient operation. When the schedule of vacations of employees in the same occupational group would hamper efficient operations, the choice of vacation time shall be determined by seniority within the group.

If a recognized holiday occurs during an employee's scheduled vacation, an additional day of vacation will be granted.

When consistent with efficient operations, an employee may be permitted to schedule vacation in partial day increments, but not less than one hour, with prior approval. The vacation will be scheduled at the mutual conveniences of the employee and the company.

Employees may defer up to a maximum of one and one-half (1.5) times their annual accrual.

SECTION 7.4 EXCESS VACATION ACCRUAL

An employee's maximum vacation accrual levels will be adjusted if the employee is required to forgo a scheduled vacation at the request of the Company.

SECTION 7.5 VACATION ACCRUAL DURING AN UNPAID LEAVE OF ABSENCE

Employees will not accrue vacation while on an unpaid leave of absence exceeding thirty (30) days. Accrued vacation time, if any, will be taken, or paid at the Company's discretion, prior to the start of the leave of absence. Employees on a leave of absence under the FMLA will accrue vacation for the first three months of the FMLA leave.

ARTICLE VIII LEAVES OF ABSENCE

SECTION 8.1 APPLICATION FOR LEAVES OF ABSENCE.

Except for military service, no application for a leave of absence will be considered unless it is applied for in writing and on forms to be provided for that purpose.

SECTION 8.2 ALL LEAVES OF ABSENCE.

All leaves of absence, except as otherwise herein provided, shall be granted at the discretion of the Company, dependent upon the work requirements or scheduled commitments of the section in which the employee requesting leave of absence is employed; furthermore, leaves of absence as set forth in this Article VIII, except for military service, will be granted only when prior approval of the employee's section manager and the human resources manager are obtained. The Company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The Company may also, when in its opinion it is necessary, arrange for a doctor or a nurse, selected by the Company, to interview, or examine such employee, who has applied for a leave of absence because of illness or disability, for the purpose of determining the employee's condition and the possible duration of such sickness or disability. Willful misrepresentation of the facts on the basis of which a leave of absence is granted shall be considered grounds for dismissal for cause.

SECTION 8.3 EXTENDED MILITARY DUTY.

Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge therefrom shall be re-employed by the Company, as provided by the Universal Military Training and Service Act. An employee who has accumulated six (6) months or more of continuous service credit prior to the commencement of his leave of absence for military duty will be paid a military duty allowance equal to the difference between his regular Company pay and any lesser amount of his total military pay as follows:

A. if he has assumed the required military service obligation of six (6) months or less, the payment will be based on the difference between ten (10) working days base pay with the Company and the first two (2) weeks military pay (including such allowances as flight pay and submarine pay).

B. if he has assumed the required military service obligation of more than six (6) months, the payment will be based on the difference between one (1) months (4.3 weeks) base pay with the Company and the first month's military pay (including such allowances as flight pay and submarine pay).

SECTION 8.4 ILLNESS, INJURY OR PREGNANCY RELATED DISABILITY.

Subject to the requirements of this Agreement relating to leaves of absence, an employee who is found to the satisfaction of the Company to be unable to perform regularly assigned duties with the Company because of sickness, injury or pregnancy related disability shall receive a leave of absence without pay during the period of such disability, provided it does not exceed three months. If the disability continues beyond the three month period, such employee shall be entitled to additional leaves of absence

of three months each, but not to exceed a total of twenty-four (24) months. Continuous service credit and seniority privileges shall accumulate for a maximum of twenty-four (24) months. The employees involved shall inform their immediate supervisor immediately upon the occurrence of the illness or disability and shall thereafter keep their immediate supervisor informed monthly in writing of the approximate time when they will be able to resume their usual Company duties.

SECTION 8.5 JURY DUTY AND COURT WITNESS ABSENCE AND PAYMENT.

An employee with thirty (30) days or more continuous service credit who is called for and who performs jury duty shall be compensated for the straight-time hours the employee was thereby required to lose from the employee's regular work schedule, but not to exceed five (5) eight-hour days per week, computed at the employee's established regular basic salary rate. Such payment shall be made so long as such jury duty continues, only upon presentation of documentary proof of jury duty.

An employee with thirty (30) days or more continuous service credit who is subpoenaed to appear in court as a witness on behalf of the Company, in an action to which the Company is a party, or by a Governmental authority to appear as a witness in an action not involving the employee shall be compensated for the straight-time hours the employee was thereby required to lose from the employee's regular work schedule, but not to exceed five (5) eight-hour days per week, computed at the employee's established regular basic salary rate.

SECTION 8.6 SPECIAL OR UNUSUAL CASES.

Where the Company finds that rare and unusual facts require or justify it, leaves of absence may be granted, in addition to the leaves of absence in other provisions of this article, with or without accumulation of continuous service credit and established seniority privileges. The Company will discuss such cases with the Union.

Duly designated representatives and elected officials of the Union who have at least six (6) months of continuous service credit, shall, on written request of the Union, be granted a leave of absence for Union activity. No more than two such leaves of absence for Union activity will be in effect at any one time.

SECTION 8.7 NON-WAR MILITARY DUTY.

An employee with six (6) months or more continuous service credit who is called for and performs non-war military duty will be compensated for the difference between his base military pay, plus such allowances as flight pay and submarine pay, and the payment he would have received for the straight time hours he was thereby required to lose from his regular work schedule, but not to exceed ten (10) eight-hour days in any calendar year, if he is called for training, or five (5) eight-hour days if he is called because of an emergency, computed at his established regular basic salary rate. Continuous service credit and duly established seniority privileges will accumulate during such leave.

ARTICLE IX PAYMENT FOR ABSENCE

SECTION 9.1 PAYMENT FOR ABSENCES.

Employees will accrue sick leave at a rate of one day per month up to a maximum of twelve (12) days a year. The maximum accrued but unused sick leave which may be carried over from one calendar year to the next will not exceed 1040 hours. Sick leave is not a vested benefit and is not paid off when an employee terminates employment.

Employees intending to use sick leave shall notify their supervisor. The maximum amount of accrued but unused paid leave that can be used for paid absence for personal business in any one year is twenty-four (24) hours. Emergencies notwithstanding, permission for personal business absence must be obtained in advance and will be granted for business requiring the employee's personal presence (such as: closing on a real estate transaction, renewing a drivers license or car registration, closing an estate, appointments with lawyers to consult about personal legal matters, delivery of major appliances and utility connections). Personal business hours are not intended for full day use unless the visit/appointment requires an entire day to complete.

The Company and the Union agree that the purpose of sick leave pay is to compensate an employee due to absence resulting from illness or injury to either himself, a spouse, or a child, provided the illness or injury to a spouse or child requires the employee's presence. There shall be no payment made in lieu of unused sick leave, at any time, nor may sick leave be used for any other purpose than for actual illness during the employee's scheduled workdays.

The Company, through Human Resources, may ask to be provided such proof of illness or injury when absence is for five (5) or more days. The Company and the Union agree that any employee abusing this Article, by taking sick days when no illness exists, shall be subject to disciplinary action, up to and including termination.

SECTION 9.2 EMERGENCY LEAVE.

An emergency leave of absence may be granted with pay because of death, critical illness or critical injury in the immediate family as follows:

- (A) For a period not to exceed three (3) working days, if required travel is within a four hundred (400) mile radius of the employee's work location.
- (B) For a period not to exceed five (5) working days, if required travel is in excess of a four hundred (400) mile radius of the employee's work location.

The term immediate family is defined as an employee's spouse, parent, child, brother, sister, grandparent, grandchild, parents-in-law, daughter-in-law, son-in-law, or any of those in a step relationship, legal guardian or legal ward. Requests for special circumstances shall be reviewed by the Human Resources Manager.

All requests for leave of absence with pay must stipulate a specific period of time and must be approved in advance in writing by the employee's supervisor and the human resources manager. All requests for a leave of absence with pay require the use of a leave of absence form.

In case of death in the immediate family, an employee shall be granted an additional unpaid leave of absence up to two weeks, provided there is justification for such leave. If application is made in writing prior to the termination of such two-week leave, an extension of one week may be granted in unusual cases. Continuous service credit and duly established seniority privileges shall accumulate during such period.

ARTICLE X
CONTINUOUS SERVICE CREDIT

SECTION 10.1 ACQUISITION OF CONTINUOUS SERVICE CREDIT.

Each employee shall have continuous service credit with the Company dating from the first date of his unbroken service, except as set forth in section 11.2.

SECTION 10.2 CONTINUITY OF SERVICE.

The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

- (A) Resignation or other voluntary termination of employment.
- (B) Discharge for just cause.
- (C) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message by messenger to the immediate supervisor or the Human Resources Manager, unless satisfactory evidence of inability to report is shown.
- (D) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.
- (E) Failure to report to work after layoff within ten (10) working days after the Company gives the employee written notice to return to such work and failure to notify the Company of the employee's intention to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered mail to the last address furnished to the human resources department of the Company.
- (F) Layoff, by the Company, without recall to work within three (3) years from the date of such layoff.

SECTION 10.3 CONTINUOUS SERVICE CREDIT

An employee whose continuous service credit is broken as the result of not being recalled to work after a layoff and who is subsequently re-employed shall be credited with the continuous service credit accrued at the time of the layoff that caused the most recent break in the employee's continuous service credit provided such employee accumulated three (3) years of unbroken continuous service credit after being re-employed. Upon accumulating three (3) years of unbroken continuous service credit after reemployment, the employee's continuous service credit shall thereupon be recomputed and such recomputed continuous service credit of the employee shall apply to the following benefits:

- (1) Allowable Absence,

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- (2) Vacation,
 - (3) Service Awards.

Any period between the date an employee was removed from payroll and the date such employee was re-employed shall not be included in any re-computation of continuous service credit. In addition, the provisions of Paragraph 10.01 of the Agreement which base an employee's seniority upon continuous service credit, shall not be applicable after the re-computation of the employee's continuous service credit so that the employee's seniority shall date only from the employee's most recent date of reemployment.

ARTICLE XI SENIORITY

SECTION 11.1 NEW EMPLOYEES.

New employees shall be considered on probation and not entitled to seniority until they shall have acquired ninety (90) days of continuous service credit. Upon completion of said period of employment, the employee shall be considered a regular employee and his seniority shall date from the start of the probationary period and, when thus established, will equal the employee's continuous service credit.

SECTION 11.2 COMPUTATION OF SENIORITY.

An employee's seniority will equal the total amount of time spent with the Company in occupational classifications covered by this Agreement. The Company will, however, recognize the total length of continuous service of employees formerly employed by Computer Sciences Raytheon on the Range Technical Services Contract and who were employed by the Company, without a break in seniority on the SLRS Contract. In addition, the Company will recognize, consistent with the procedures set forth in section 10.3, the seniority of employees formerly employed by CSR on the RTSC who are hired subsequent to the start of the SLRS contract, if hired within three years of the start of the SLRS contract.

However, an employee who is offered employment following a layoff and who refuses a firm job offer will forfeit his seniority rights.

Where two (2) or more employees would otherwise have identical seniority, seniority shall be determined by the alphabetical order of last names; a name commencing with "A" being the most senior.

With respect to an employee who is promoted from equipment preparer to machinist or to sheet metal mechanic, such an employee shall accumulate seniority in either of said higher rated occupational classifications only from the effective date of promotion. The employee shall not retain previously acquired seniority except as follows: if such an employee is laid off from one of said or any other higher rated occupational classifications the employee may use bargaining unit seniority, if this is greater, to displace the employee with the least bargaining unit seniority in the equipment preparer occupational classification.

SECTION 11.3 LOSS OR TERMINATION OF SENIORITY.

The seniority of an employee shall be lost or terminated only under the same conditions which cause a break in continuous service credit and seniority as set forth in Article X of this Agreement.

If, at the time of layoff or recall, an employee refuses to take a job in a lower labor grade than that of the occupational classification from which he was laid off he shall retain his rights to be recalled to the occupational classification from which he was laid off. If, at the time of layoff or recall an employee refuses a job in an occupational classification not covered by this Agreement, he shall be considered a laid off employee, subject to the provisions of this Agreement.

SECTION 11.4 LAYOFFS.

In the event of layoff, such layoff shall be made by seniority within the occupational classification affected; the employee in such occupational classification with the least bargaining unit seniority shall be the first to be laid off and last to be recalled. An employee subject to layoff as a result of seniority will displace the employee with the least bargaining unit seniority in a lower rated occupational classification provided he has greater bargaining unit seniority than the employee being displaced and provided he is qualified to do the work required by the occupational classification involved. No employee may bump another employee in a higher rated classification. The initial and resultant bumps must occur simultaneously.

In all cases of layoff, the Company will give not less than two (2) calendar weeks notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the Company will notify the employee and the Union as promptly as possible and give, in lieu of said notice, two (2) weeks pay, not to exceed eighty (80) hours, at the employee's straight time hourly base rate.

SECTION 11.5 LAYOFF ALLOWANCE.

Any employee with more than six months of continuous service credit, who has established seniority, shall be entitled to layoff allowances when involuntarily laid off because of lack of work for a period in excess of thirty (30) days, provided, however, no employee shall be entitled to layoff allowance in cases where such layoff is due to fire, flood, explosion, bombing or acts of terrorism, earthquake, pandemic, or act of God, causing damage at the Eastern Range, or from strikes or work stoppages resulting in the inability to maintain normal operations.

No employee shall receive layoff allowance if they are offered employment by a replacement or successor employer where continuity of employment with credit for prior service is preserved under substantially equivalent conditions of employment.

For employees hired prior to September 1, 1989, the layoff allowance for employees entitled thereto under the provisions of this paragraph shall be as follows:

Length of Service	Layoff Period
6 Months to 1 Year	1 Week
1 Year to 2 Years	2 Weeks
2 Years to 3 Years	3 Weeks
3 Years to 4 Years	4 Weeks
4 Years to 5 Years	5 Weeks
5 Years to 6 Years	6 Weeks
6 Years to 7 Years	7 Weeks
7 Years to 8 Years	8 Weeks
8 Years to 9 Years	9 Weeks
9 Years to 10 Years	10 Weeks
10 Years to 11 Years	11 Weeks
11 Years to 12 Years	12 Weeks

12 Years to 13 Years	13 Weeks
13 Years to 14 Years	14 Weeks
14 Years to 15 Years	15 Weeks
15 Years to 16 Years	16 Weeks
16 Years to 17 Years	17 Weeks
17 Years and over	18 Weeks

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. Employees will be paid layoff allowance in the course of the normal payroll cycle. An employee who is reinstated in employment with the Company during the waiting period shall not be entitled to layoff allowances as herein provided. An employee receiving layoff allowance who is subsequently reinstated will stop receiving layoff allowance effective his date of reinstatement. Severance will cease for those on the recall list who refuse reinstatement within their most recent classification. Those on the recall list who refuse a temporary recall shall have their severance ceased for the duration of the temporary recall.

Reinstated employees will also be entitled to earn additional severance allowance in accordance with his/her continuous service credit from the date of his/her reinstatement after he/she has accumulated six (6) months additional continuous service credit with the Company, but unused credit from a previous layoff plus layoff allowances accrued from the date of reinstatement cannot exceed 18 weeks. For the period of layoff, so long as recall rights exists, all laid off employees shall accumulate seniority for the purposes of layoffs and recalls.

The layoff allowance for all employees hired after August 31, 1989 shall be as follows:

Length of Service	Layoff Period
1 Year	1 Week
2 Years	2 Weeks
3 Years	3 Weeks
4 Years and over	4 Weeks

The Company may solely at its discretion grant benefits greater than those set forth in this paragraph when the case is determined to be unusual and meritorious.

SECTION 11.6 EMPLOYEES TRANSFERRED OUT OF BARGAINING UNIT.

An employee who has established seniority rights in an occupation within the bargaining unit and who is subsequently promoted to a supervisory position, shall retain all seniority rights acquired before such promotion for a period of six months from the date of such promotion, if in the opinion of the Company it becomes necessary or advisable to return him to a position within the bargaining unit.

SECTION 11.7 RECALL.

For the purpose of reinstatement all laid off employees shall be recalled in the following order:

1. Laid off employees who are classified in the occupational classification in which recalls are being made, in inverse order of layoff.
2. Laid off employees outside the recalled occupation, who are qualified to perform the work, in order of seniority.
3. Employees who have been on the recall list for one year or more will be subject to a drug test as a prerequisite for reinstatement.

SECTION 11.8 SHIFT PREFERENCE.

When a vacancy exists on any shift, or in the formation of any new shift, preference in filling such vacancy shall be granted on a seniority basis, where consistent with efficient operations.

SECTION 11.9 SENIORITY PRIVILEGES FOR UNION REPRESENTATIVES.

As long as there is work available which they are capable of performing, stewards shall hold seniority over all employees in their respective occupations. This section shall apply only in the case of layoffs.

SECTION 11.10 SENIORITY LIST.

The Company shall supply the Union with a seniority list of the employees covered by this Agreement. Such list shall be revised quarterly.

SECTION 11.11 BUILDING TRANSFERS OR ASSIGNMENTS.

Transfers or assignments between buildings will be made at the discretion of the Company. However, volunteers by seniority, from among the employees with the required skills, will be given preference.

ARTICLE XII GOVERNMENT SECURITY

SECTION 12.1 DEFENSE SECURITY.

The Union recognizes that the Company has certain obligations in its contracts with the government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort. Therefore, in the event that the Armed Forces, through their duly authorized representative concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this Agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and the Union that such employee shall be subject to any action as to his employment, including but not limited to termination, which the Company considers necessary for security reasons. Any such employee shall have no seniority rights under this Agreement, while such determination is outstanding.

In the event, however, that a review, duly made by the appropriate governmental authority, shall result in a reversal in the original ruling, all seniority, benefits and other employment rights as an employee shall be restored to him and if he has been removed from employment for security reasons, and such reversal is obtained after his removal, he shall be offered reinstatement in accordance with his accumulated seniority. Such employee shall receive payment for wages lost during the period of removal from employment, at his base salary rate at time of his removal, less any amount earned during such period by reason of his employment elsewhere.

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 to have the information by the government.

SECTION 12.2 FAILURE TO OBTAIN SECURITY CLEARANCE.

If an employee has not been granted an interim or security clearance or otherwise was denied a clearance for any reason within one hundred and twenty (120) calendar days from the date of his employment, the Company may terminate his employment. In such an instance, the Company will provide 30 days notice prior to termination.

ARTICLE XIII
SAFETY, HEALTH AND INSURANCE

SECTION 13.1 SAFETY AND HEALTH.

The Company will continue to make all reasonable provisions for the safety and health of its employees during hours of employment. The Union agrees to cooperate with the Company in assuring conformance with all established safety regulations. Progressive disciplinary action may be taken for infractions.

SECTION 13.2 SAFETY COMMITTEE.

The Company will recognize a three-man committee consisting of the Shop Supervisor, the Shop Steward and a third committee member that will be rotated quarterly. The committee will schedule a monthly meeting and the Union President will be informed on the status of the monthly meetings.

SECTION 13.3 EMPLOYEE TRAVEL INSURANCE

Travel insurance as set forth in the Company's policy will continue in effect for the duration of this agreement. If the present form of coverage is to be terminated at any time, the Company will make other arrangements to provide comparable insurance coverage.

SECTION 13.4 CLEAN-UP TIME, BREAK TIME, AND WORK CLOTHING.

The Company will continue the privileges of clean-up time, break time, and Company furnished aprons, coveralls, and smocks. All tradesmen, except welders and painters, will be reimbursed for shirts and pants to a maximum of \$150.00 per calendar year. Welders and painters will be reimbursed for shirts and pants to a maximum of \$270 per calendar year.

SECTION 13.5 PERSONAL PROTECTIVE EQUIPMENT

Once a year the Company will reimburse employees up to a maximum of \$125.00 for safety shoes and a maximum of \$200.00 for prescription safety glasses and a maximum of \$175 for climber shoes or boots for those on the "tower climb" list upon submission of current proof of purchase.

ARTICLE XIV

GRIEVANCE PROCEDURE

SECTION 14.1 COMPLAINTS.

An employee or employees having a complaint shall first verbally present the same, directly or through the shop steward, to his/her supervisor. If the complaint is not settled by the end of the next scheduled work shift and involves a matter subject to Grievance Procedure, it may be reduced to writing and considered a grievance subject to local grievance procedure.

SECTION 14.2 PRESENTATION OF GRIEVANCES.

If there is any grievance, dispute or difference between any employee covered by this Agreement and the Union or the Company or among any of said parties with respect to the interpretation or application of any provision of this Agreement, such grievance, dispute, or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure, provided, however, that any individual employee or group of employees, shall have the right at any time to present verbally, or in writing, complaints or grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Union's representative has been given an opportunity to be present at such adjustments. A grievance shall be negotiated in each of the following successive steps between the representative of the parties specified in each step.

STEP 1 Between the immediate supervisor and the shop steward. The first step meeting shall be held within twenty-four (24) hours from the date the grievance is filed with the Company unless a new date is set by mutual agreement. The supervisor shall give the shop steward a written reply to the grievance within two (2) working days after the meeting with the shop steward. If this reply is unsatisfactory, the shop steward may appeal the decision to Step 2 provided such appeal is made within two (2) working days after the receipt of the supervisor's reply. A meeting in Step 2 shall be held within five (5) working days after receipt by the Company of notice of appeal unless a postponement is jointly agreed to by the Company and the Union.

STEP 2 Between the next level of management for the Company at Patrick Air Force Base, and the Union's designee. The supervisor/manager shall make a reply in writing not later than five (5) working days after meeting with the Union's representative. If this reply is unsatisfactory, the grievance may be appealed to Step 3 provided such appeal is made within five (5) working days following receipt of the second step reply. A meeting in Step 3 shall be held within ten (10) working days after receipt by the Company of notice of appeal unless a postponement is jointly agreed to by the Company and the Union.

STEP 3 Between the Human Resources Manager and the business representative or a designated representative. The Human Resources Manager shall make a reply in writing not later than ten (10) working days after meeting with the business representative.

The Company shall have the right to file a grievance against the Union, including any of its stewards, for any disputes or differences with respect to the interpretation or application of any provision of this agreement. All grievances initiated by the Company shall begin at Step 1 and shall be subject to the same time limits set forth therein as though the grievance was filed by the Union.

SECTION 14.3 ARBITRATION.

Any grievance which has not been finally settled or disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration within ten (10) calendar days of receipt of the third step reply by either party.

The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) day period, and shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other party. If written notification of intent to arbitrate is not given within three (3) working days after the Union's next monthly meeting scheduled after the conclusion of the 3rd Step of the grievance process, the grievance is considered to be closed at the 3rd Step without any additional remedy.

Each party shall, within the ten days from the receipt of such list, be entitled to alternately strike a name from the list until one name remains and this person shall be the arbitrator. The parties shall draw straws to determine which shall strike the first name.

The parties agree that the decision or award of such arbitrator shall be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate. In no event shall the same question or issue be the subject of arbitration more than once. Each party shall bear the expenses of preparing and presenting its own case. The cost of the arbitrator's services and any other expenses incidental to the arbitration, mutually agreed to in advance, shall be borne equally by the parties. Failure to appeal a decision made in any step in the time and manner specified above shall constitute a bar to further action thereon.

SECTION 14.4 TIME FOR PRESENTATION OF GRIEVANCES.

All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than seven (7) working days if the same is a dismissal grievance, or later than thirty (30) calendar days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon. If it is determined under the grievance procedure, including arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence, provided that such date is not more than thirty (30) calendar days prior to the date upon which the grievance was presented.

ARTICLE XV UNION REPRESENTATION

SECTION 15.1 INVESTIGATION OF GRIEVANCES.

Subject to existing security regulations, the business representative or other authorized representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of this Agreement. He shall obtain from the Company authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

SECTION 15.2 DESIGNATION OF STEWARDS.

Three (3) stewards may be designated by the Union to act in such capacity. The Union will keep the Company currently informed in writing of the names of the accredited stewards. Only those persons so endorsed, the President/Business Representative and other designated representatives will be acceptable by the Company as representatives of the Union.

SECTION 15.3 UNION DUTIES OF THE STEWARD.

The duties and activities of the steward shall be limited to the handling of grievances and complaints which arise in the precision machine and sheet metal shops in accordance with the grievance procedure.

SECTION 15.4 PERMISSION TO LEAVE WORK FOR UNION ACTIVITIES.

The steward, before leaving his work station to perform any of his functions herein set forth, shall request permission from his immediate supervisor and state the Union business he desires to conduct on Company time. Such permission shall be immediately granted unless it would substantially interfere with operations. He shall report to his supervisor upon completing each mission.

ARTICLE XVI GENERAL PROVISIONS

SECTION 16.1 BULLETIN BOARDS.

The Company agrees to provide a suitable number of bulletin boards for posting of local union publicity. Material posted shall be limited to notices of local Union meetings, local Union newspaper items and Union recreation and social activities. It is agreed that only notices approved by the Company shall be posted. Approval of such posting shall not be unreasonably withheld. It is further agreed that there will be no other general distribution or posting by employees of any other literature within the work areas without proper prior approval by the Company.

SECTION 16.2 PROMOTIONS.

Promotions of employees within the bargaining unit shall be made on the basis of qualifications to perform the work, and seniority. If qualifications to perform the work of the job classification are relatively equal, the senior employee shall be given preference. When the Company determines that a vacancy exists which may be filled by bona fide promotion, the selection by the Company of a qualified employee, if one is available, shall not be delayed beyond thirty (30) days, unless otherwise agreed by the parties (see Appendix A for job posting procedure).

SECTION 16.3 WAIVER.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in 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.

SECTION 16.4 INVALIDITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

SECTION 16.5 SUCCESSORS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and ASSIGNS.

SECTION 16.6 EFFECT OF LAW.

In the event that now or hereafter there is any state or federal law or any directive order, rule or regulation made pursuant thereto which is in conflict with any provision or

provisions of any Agreement between the parties, it shall supersede such provision or provisions.

SECTION 16.7 DRUG FREE WORKFORCE.

Since it is a requirement of the Department of Defense that all government contractors with the Department of Defense have regulations concerning drug free workplace, the parties agree to comply with Company policies governing, Drug Abuse and Controlled Substances, as negotiated, subject to any negotiated amendments and modifications necessary to satisfy mandates of the Department of Defense.

The parties agree to the understanding that when "reasonable suspicion" drug test is being required by the Company based upon the observation of the employee's behavior by management; that at least two supervisors or managers observe such behavior.

SECTION 16.8 COMPANY POLICIES, RULES, AND REGULATIONS

Company policies, rules, and regulations applicable to the bargaining unit employees will be made available to the Union.

ARTICLE XVII
EFFECTIVE DATE AND TERMINATION

SECTION 17.1 EFFECTIVE DATE.

This Agreement shall be effective as of the date hereof.


SECTION 17.2 TERM, NOTICE OF CHANGE OR TERMINATION.

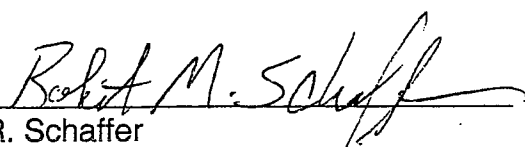
This Agreement shall be effective on September 1, 2007 and shall remain in full force and effect to and including August 31, 2011 and from year-to-year thereafter unless written notice be given by either party hereto on or before sixty (60) days prior to August 31, 2011 or sixty (60) days prior to 31 August of any subsequent year, requesting that the Agreement be amended or terminated.

If Agreement on the amendments desired or the new contract is not reached on the expiration date of the Agreement, the Agreement shall terminate as to all its provisions and conditions. The parties may by mutual consent, extend this Agreement for a specific period of time to allow further negotiations.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

**EAST COAST LODGE 815
INTERNATIONAL ASSOCIATION
OF MACHINIST AND AEROSPACE
WORKERS, (AFL-CIO)**


D. Vester


R. Schaffer

Approved:

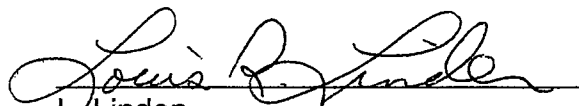

N. Mrdjenovich
Business Representative
East Coast Lodge 815 IAMAW

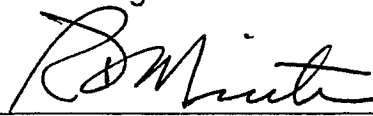
**L-3 COMMUNICATION SYSTEMS
SLRS CONTRACT**


V. Poole, HR Manager


J. Rao, Project Manager Sr.

Approved:


L. Linden
Eastern Region Director


R. Minter
Vice President, E&TS

**SCHEDULE A
HOURLY SALARY RATES
IAM REPRESENTED EMPLOYEES. LOCAL 815
SPACELIFT RANGE SYSTEM CONTRACT**

<u>Position</u>	<u>Wage Rate Effective 9/1/07</u>	<u>Wage Rate Effective 9/1/08</u>	<u>Wage Rate Effective 9/1/09</u>	<u>Wage Rate Effective 9/1/10</u>
Labor Grade 1 Equipment Preparer	\$18.46	\$19.01	\$19.58	\$20.27
Labor Grade 2 Painter "B" *Machinist Sheet Metal Mechanic	\$22.86	\$23.55	\$24.26	\$25.11
*Machinist will receive \$1.00 an hour above the straight time hourly rate for Labor Grade 2 after three years in the job.				
Labor Grade 3 Painter Precision Sheet Metal Mech. Tool and Die Maker Welder	\$25.99	\$26.77	\$27.57	\$28.53

APPENDIX A JOB POSTING PROCEDURE

1. PURPOSE

1.1 To outline the job posting procedure for filling I.A.M. bargaining unit job vacancies other than entry level positions.

2. POLICY

2.1 When filling positions, covered under an I.A.M. bargaining agreement, it is the policy of L3 COMMUNICATIONS to provide opportunities for transfers, upgrades, and/or promotions to qualified and available bargaining unit employees before seeking outside recruitment.

2.2 In cases where this policy and the labor agreement differ, the bargaining agreement takes precedence.

3. ELIGIBILITY

3.1 This policy applies to all I.A.M. bargaining unit employees represented by a Collective Bargaining Agreement, employed by L3 COMMUNICATIONS, working on the Spacelift Range System Contract.

3.2 Represented employees with one (1) year's continuous service with L3 COMMUNICATIONS are eligible to participate in the Job Posting Program.

3.3 Represented employees with six (6) months but less than one (1) year of continuous service may be considered for the posted vacancy, before outside recruiting is authorized, when:

3.3.1 No other bargaining unit employees apply.

3.3.2 No other bargaining unit employees qualify.

3.3.3 All qualified, eligible employees reject the transfer, promotion or upgrade offer.

4. DEFINITIONS

4.1 DOWNGRADE - When an employee accepts a position with a lower skill code, title or salary.

4.2 LATERAL MOVE - When an employee accepts a position change, generally to a different department, where labor grade levels are not affected

4.3 PROMOTION - When an employee accepts a position with a higher skill code, title or salary and stays with the same job family (e.g., Sheet Metal Mechanic to Precision Sheet Metal Mechanic; Machinist to Tool and Die Maker).

5. JOB POSTING PROCEDURE

5.1 Approved requisitions, covered by a bargaining unit, shall be posted via the internet for a minimum of five (5) workdays. The Company agrees to notify the Union of the posting.

5.1.1 The job requisitions shall be posted when bargaining unit vacancies occur.

5.2 Interested bargaining unit employees must apply "on-line" by logging on to the Communication Systems-West website at www.L-3com.com/CSW in order to receive consideration for the posted position.

5.3 The Human Resources Department shall review all requests for posted vacancies to determine experience and education in relation to the qualifications stated on the posted requisition.

5.3.1 The Human Resources Department shall prepare a roster which lists the qualified respondents in order of seniority.

5.4 The Human Resources Department shall forward copies of the on-line resume to the interviewing managers.

5.5 The respective managers shall schedule an interview with the bargaining unit applicant with the longest length of seniority.

5.5.1 The manager shall continue to interview candidates in order of seniority until a qualified candidate is chosen.

5.5.2 The manager shall complete an applicant evaluation for each bargaining unit employee interviewed for the vacancy. All evaluations shall be forwarded to the Human Resources Department.

5.6 No offers shall be made until the Human Resources Department has received all applicant evaluation forms.

5.7 Final selection shall be subject to the review by the Human Resources Manager.

5.8 The Human Resources Department shall contact those employees not interviewed and interviewed employees who are not selected and shall give an explanation for the reasons.

5.9 The Human Resources Department shall coordinate the transfer with the losing and receiving departments.

5.9.1 The Business Manager or designated representative shall be notified of the effective date of the transfer and any change of employee status.

5.10 The Human Resources Department shall make all offers.

5.10.1 If the candidate does not respond within two (2) working days from the date the offer was made, the Human Resources Department shall consider the offer rejected.

6.0 After the posting process is completed and the managers have completed the applicant evaluations, if no qualified candidates are available, the requisition will be sent to employment for outside employment efforts.

7.0 GENERAL

7.1 During work force reduction, the Job Posting Program may be bypassed to re-assign employees with L3 COMMUNICATIONS as per the Collective Bargaining Agreement.

7.2 Bargaining unit employees, scheduled for TDY travel, may submit transfer requests prior to their departure so that they may be considered for the vacancies posted in their absence.

7.3 Nothing in this procedure shall be used to circumvent any provision of the collective bargaining agreement.

APPENDIX B BENEFIT PLANS

INCOME SAVING PLAN

This plan is a voluntary, contributory, defined contribution plan authorized under Section 401(k) of the IRS code. This Plan provides the opportunity to save from 1% to 25% of an employee's earnings through payroll deductions on a pre-tax basis.

Eligibility for participation in the plan begins on the employee's date of hire.

Employees are automatically enrolled on date of hire and are given 45 days to elect to opt out of the plan. If the employee opts out, all contributions withheld to date are refunded. The default contribution rate is 3%.

The Company will contribute \$1.00 dollar for each dollar that is contributed by the employee on the first 4% of an employee's base compensation, computed on the straight time hourly rate, not to exceed 2080 hours in any year. Contributions may be invested in one or more of several funds. The IRS limits contributions to a certain maximum dollar amount that is determined each calendar year.

Employees are fully vested from their date of hire.

RETIREMENT

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

\$1.45 per hour effective September 1, 2007, \$1.65 per hour effective September 1, 2008, \$1.85 per hour effective September 1, 2009 and \$2.15 per hour effective September 1, 2010 to a maximum of forty (40) hours per week for each employee.

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations, paid holidays, paid sick leave, paid bereavement, and paid jury duty. Contributions will not be made for time spent in Reserve Training Time, lost time for processing grievances, and all other unpaid time off.

C. Contributions for a new, probationary, part-time and full-time employee are payable from the first day of employment.

D. The I.A.M. Lodge and 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.

E. 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.

F. 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.

MEDICAL AND DENTAL PLANS

Employee Eligibility

Health Insurance - Health Insurance will be effective the date of hire.

Family Eligibility

If you elect employee coverage you may also choose to cover your eligible family members under the same plan. Your eligible family members include your spouse, not legally separated from you, and your unmarried children from birth to 19 years of age, or up to 25 years of age provided the child is an unmarried, full time student, dependent upon your support and maintenance. Children may also include foster, adopted, or step-children living in your household in a parent-child relationship.

Descriptions of Benefits

Benefit levels, maximums, exclusions and limitations, participating physicians and other providers are specified in the respective benefit plan booklets.

The Company will pay on behalf of each employee and his/her eligible dependents, eighty (80) percent of the monthly premium for the group medical and dental plans.

The increase in the employee's contribution for medical and dental premiums will be consistent with those of the larger corporation and will not exceed a maximum increase of 20%.

Changes in plan benefits will be reviewed with the union prior to implementation as determined by the Company.

LIFE/ACCIDENTAL DEATH & DISMEMBERMENT

Eligibility

Coverage begins on the first date of hire.

Cost of the Plan

The Company pays the cost of providing this insurance.

Description of Benefits

\$50,000 per employee;

VOLUNTARY TERM LIFE INSURANCE

VTL is life insurance that employees may purchase through convenient payroll deductions for themselves and for their dependents. Coverage begins on the first day of the month following the approval of the insurance carrier. The employee's cost is determined by the employee's age and amount of coverage elected.

BUSINESS TRAVEL ACCIDENT

Eligibility

Coverage begins on the first date of hire.

Cost of the Plan

The Company pays the cost of providing this insurance.

Coverage

Employees are covered while traveling on Company business, provided such travel is to or from a point or points located away from the locations of their regular assignments.

PERSONAL ACCIDENT INSURANCE

Personal Accident Insurance may be purchased through convenient payroll deductions. Coverage begins on the first date of hire. The employee's cost is determined by the amount of coverage elected.

SHORT TERM DISABILITY

The Company pays the cost of providing short term disability coverage. Coverage is effective the first date of hire.

Benefit:	50% of earnings to a maximum benefit of \$500 per week.
Benefit Waiting Period:	14 days for Accident or Sickness
Benefit Period:	24 weeks

Coverage is for non-occupational injuries or illnesses and certain exclusions and limitations may apply.

LONG TERM DISABILITY

This is a voluntary plan and the cost of this coverage varies depending on your annual salary. The plan will pay 60% of an employee's base monthly salary after the employee has been certified to be totally disabled for a period of six months.

FLEXIBLE SPENDING ACCOUNT PLAN

The Flexible Spending Account is a contributory plan that allows employees to set aside pre-tax dollars to pay for the eligible health care or dependent care expenses that you and your family incur during the year. The FSA Plan consists of two spending accounts- the Health Care Spending Account and the Dependent Care Spending Account.

MACHINIST CUSTOM CHOICES WORKSITE BENEFITS PROGRAM

This agreement acknowledges that the Company agrees to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental life insurance, long term disability insurance and Cancer and Specified Disease insurance to its members in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Furthermore, the Company agrees that if any other product from EBS is added as a benefit for other IAM-represented employees of the Company, then they will meet and confer on adding those products for employees covered by this Agreement. It is understood that all policyholder service will be provided by the underwriter and EBS and that members will be given an opportunity annually to spend up to fifteen minutes with an EBS Counselor, off-site, during off hours. This service will begin as soon as practicable. It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment, or communication

It is further agreed as a condition of offering this payroll deduction service that EBS will comply with Company Payroll administration and procedures that will include the following basis requirements:

Each participating employee will complete a Deduction Authorization card that contains the employee's name, social security number, deduction name(s) or type(s), employee signature, and date.

Any deduction amount not collected due to lack of earnings will be the responsibility of EBS. The Company will not collect amounts in arrears or provide an account reconciliation service.