

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**L-3 COMMUNICATIONS  
VERTEX AEROSPACE LLC**

**Customs and Border Protection Program  
Miami, Florida**

**and**

**INTERNATIONAL ASSOCIATION  
OF  
MACHINISTS AND AEROSPACE WORKERS  
District Lodge No. 142**



**EFFECTIVE DATES:  
SEPTEMBER 14, 2008 – SEPTEMBER 16, 2011**

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## **PREAMBLE**

This Agreement is made and entered into this **14th** day of September, **2008** by and between L-3 Communications Vertex Aerospace LLC (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers and its District Lodge 142 (hereinafter referred to as the Union).

## **1.00 INTENT AND PURPOSE**

- 1.01 This Agreement is made and entered into by and between with respect to Government Contract Number HSBP1005C00770 contracted operation at the Customs and Border Protection Miami Air Branch, Homestead Air Base, Miami, Florida, hereinafter referred to as the "Company", L-3 Vertex Aerospace LLC, and the "Union", the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 142.
- 1.02 It is the intent and purpose of the Company and the Union to set herein the entire Agreement with respect to wages, hours and working conditions as related to Government Contract Number HSBP1005C00770 covered by this Agreement.
- 1.03 It is recognized by this Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively, to perform faithfully the obligations imposed by this Agreement, and the Union undertakes to cooperate with the Company in such a manner consistent with the provisions of this Agreement.
- 1.04 There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, religion, national origin, age, disability, veteran status or other status protected by applicable federal, state or local law or regulations.
- 1.05 It is understood whenever 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.

## **2.00 UNION RECOGNITION/SECURITY**

- 2.01 The Company recognizes the Union certified by the NLRB in Case 12-RM-353 and Case No. 12-RD-720 as the sole and exclusive representative for the purpose of Collective Bargaining for all employees stipulated in the above-cited certifications working on Contract Number HSBP1005C00770 for the Customs and Border Protection.
- 2.02 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Aircraft Mechanics, Aircraft Workers, Avionics Technicians, Support Equipment Mechanics, Supply Technicians, Janitors, Building Maintenance Mechanics, Corrosion Control Technicians, Aircraft Servicers and Quality Assurance Inspectors at the Customs and Border Protection Miami Air Branch, Miami, Florida, excluding all office clerical employees, professional employees, guards and supervisors as defined by the Act.
- 2.03 **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 equal to the monthly Union dues not later than thirty-one (31) days after his date of employment, or the signing of this agreement. Such an employee shall maintain his Union status to the extent of current monthly dues, fees and reinstatement fees, if any.**
- The Union shall indemnify and hold harmless the Company from any and all claims, demands, suits, or 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 provisions of this article.**
- 2.04 Neither the Company nor any of its agents shall interfere with, restrain, intimidate or coerce its employees because of dues paying membership in the Union. Neither the Union nor its members or anyone acting for or on behalf of the Union shall interfere with, restrain, intimidate or coerce **other non-bargaining unit Company employees who do not belong to the Union** nor shall they solicit membership or engage in other Union activities on Company time; breaks and meal periods are excepted, except for those activities specifically provided for by this Agreement.

### **3.00 MANAGEMENT RIGHTS**

3.01 Except as otherwise specifically provided in this Agreement, the Union recognizes and agrees that the management and control of the Company's business, operations, work force and facilities are exclusively vested in the management of the Company. The Company has the right to plan, direct and control the Company's business, methods, operations and work force; to hire, promote, transfer and lay-off employees and for cause to demote, discipline, suspend or discharge employees; and the right to determine schedules of work and hours, the work tasks, and the determining of schedules, all services, processes and standards to and required by the customer or other Government agencies; and the right to make rules not in conflict with this Agreement. It is not intended by the above recitation to limit any of the usual functions of management or to define all such functions. All matters which are not specifically covered by this agreement are solely functions and responsibilities of management.

#### **4.00 NO STRIKE - NO LOCKOUT**

- 4.01 It is understood and agreed that the business of the Company is in direct support of the vital work of the Customs and Border Protection is important and that uninterrupted services must be furnished to the Customs and Border Protection and other United States Government agencies as needed.
- 4.02 **Therefore, the parties agree that during the term of this Agreement, or extensions thereof, that there will be no strikes, slow downs, work stoppages, and/or curtailment of, or interference with operations as a result of any dispute or controversy, or any reason whatsoever. The Company agrees that there will be no lockouts.**

**5.00 UNION DUES CHECK-OFF**

5.01 Upon receipt of a signed authorization from the employee, the Company will deduct from the employee's pay an amount necessary to satisfy the financial obligation to the Union for dues or agency fees during the period provided for in said authorization. Deductions shall be made from the employee's first paycheck earned each month. Deductions not made for any reason at the regular deduction period will be deducted from the first paycheck an employee received thereafter.

5.02 The form of such written authorization shall be supplied by the Union and approved by the Employer, and that form will be made a part of this Agreement as follows:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO  
MEMBERSHIP APPLICATION AND/OR CHECK OFF AUTHORIZATION

Name \_\_\_\_\_ Date \_\_\_\_\_ Card No. \_\_\_\_\_  
(Mailing) Address \_\_\_\_\_ M  F  Date of Birth \_\_\_\_\_  
City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
SS No. \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_ Hire Date \_\_\_\_\_  
Employer \_\_\_\_\_ Hourly Wage \_\_\_\_\_  
Class of work \_\_\_\_\_ Years experience \_\_\_\_\_ Shift: 1\_\_ 2\_\_ 3\_\_

\*\*\*\*\*

Membership Application. Check here:  To the Officers and Members of Lodge No. \_\_\_\_\_ (the "Lodge" or "Union"), I hereby tender my application for membership in the International Association of Machinist and Aerospace Workers, (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card no. \_\_\_\_\_ Lodge No. \_\_\_\_\_ Location \_\_\_\_\_ Last dues paid \_\_\_\_\_

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Check-Off Authorization. Check here:  I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo for, union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

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Important Notice. I have examined and acknowledge receipt of the attached "Notice to Employees subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

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



- 5.03 The parties agree that taxes, security, insurance premiums and other deductions required by law shall be made before Union dues/fees are deducted.
- 5.04 In cases where improper Union deductions are made from the wages of an employee and such improper deductions are received by the Union, the Union agrees to refund said deductions directly to such employees.
- 5.05 Any Notice of revocation as set forth in the "Check-Off Form" must be in writing signed by the employee and delivered by registered mail addressed to L-3 Vertex Aerospace LLC with a copy to the Union. "Check-Off Forms" and notices so received by the Company will be stamped on the date received and not when mailed.
- 5.06 In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.
- 5.07 The Company shall remit to the Secretary-Treasurer of District Lodge 142 one check prior to the 20th of each month covering all deductions and assignments of dues made in the preceding month. The Company will forward with the check, a list of the employees for whom deductions were made, giving the employees number and classification.

## **6.00 REPRESENTATION/STEWARDS**

- 6.01 The Union will elect one (1) Chief Steward, one (1) Shop Steward and one (1) Alternate Steward from among the full-time employees within the bargaining unit who have completed their probationary period with the Company.
- 6.02 Upon execution of this Agreement, the Union shall promptly furnish the Branch Manager in writing, the names of the Stewards and shall thereafter promptly advise the Company, in writing, of any change. No Steward will be recognized by the Company prior to receipt of such written notice of appointment.
- 6.03 Reasonable time off from work shall be authorized to permit the Steward to carry out his/her responsibilities under the grievance procedure to employees in his/her area of representation, providing such time off will not unduly interfere with the assigned work duties of the Steward or the employee involved. Such time from work during straight time work hours shall be authorized without loss of pay or benefits.
- 6.03.a The Steward shall secure the permission of his/her supervisor before leaving his/her work station for purposes of processing grievances, reporting back to his/her supervisor upon return to his/her work station. The Steward shall not be denied such permission without good cause. If permission is denied, the supervisor and steward will mutually establish an alternate time at which the Steward can carry out his/her processing of grievances.
- 6.04 Subject to existing security regulations of the Customs and Border Protection Miami Air Branch; the authorized Business Representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances and attending meetings in the administration of the Collective Bargaining Agreement. Such Business Representative will contact the Branch Manager or designee who shall permit the Business Representative to enter the Company's premises, provided such right is exercised reasonably and does not interfere with the normal conduct of the Company's operations.
- 6.05 The Steward shall be empowered to adjust employee grievances as provided for in the grievance procedures, so long as such adjustments are not in conflict with the Agreement.

## **7.00 GRIEVANCE PROCEDURE**

7.01 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 the interpretation and application of expressed provisions of this Agreement.

7.02 Nothing in this Agreement shall prevent an employee, individually or through his Steward, 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. The Union agrees that neither the Steward nor other Union officials shall solicit grievances.

7.03 A formal grievance must be filed by an employee with or through his Steward, within seven (7) work days after the occurrence giving rise to it, otherwise, it may not be further processed in the grievance procedure. Claims for money shall not be valid, for a period of no more than fifteen (15) calendar days prior to the date of filing such grievance, or the date on which the grievance arose, whichever is most recent. For the presentation and adjustment of formal grievances in this Agreement, the following procedure is established.

### 7.04 STEP I

An employee having a formal grievance shall present such grievance in writing through the Chief Steward to the Branch Manager. A formal grievance may not be filed unless an attempt is first made to solve 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 Branch Manager and the Chief Steward shall endeavor to arrive at a satisfactory adjustment of the grievance. The Branch Manager shall render his discussion, in writing, within seven (7) work days after receipt of the formal written grievance.

### 7.05 STEP II

If the decision of the Branch Manager in Step I is not satisfactory, the grievance may then be appealed, in writing, to the Corporate Labor Relations Representative or his designee and the District 142 General Chairman or his designee. Such appeal is to be filed no later than fifteen (15) work days after receipt by the Chief Steward of the decision rendered in Step I hereof, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse under this Agreement. The Corporate Labor Relations Representative or designee shall provide a written decision within fifteen (15) work days after receipt of such appeal.

7.05.a If no satisfactory adjustment or settlement is reached according to the procedure herein established, such grievance may then be appealed to arbitration. Such appeal to arbitration must be filed by the Union with the Company's Corporate Labor Relations Representative within fifteen (15) work days after receipt of the Company's Step II grievance answer. Failure to file such appeal within the stated time shall result in the Company's Step II answer being accepted. The union's decision to withdraw a grievance, not to process or

appeal a grievance to the next step shall not in any way prejudice its position on the issue or issue involved.

The Company and Union mutually agree that the parties may mutually agree to waive Step I or Step II of the grievance procedure and proceed directly to Step II or arbitration as called for in the next step in the grievance procedure. Any agreement to proceed directly to arbitration must be in writing and signed by both the Union and the Company.

- 7.05.b The parties, within thirty (30) work days of receipt of the notice of desire to arbitrate, will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. Such request to the FMCS shall be originated by the party requesting arbitration. Within twenty (20) work days of receipt of the list of arbitrators, the parties shall select one (1) of the seven (7) as an arbitrator. Failing to mutually agree to an arbitrator, each party shall alternately strike off a name until one (1) name remains on the list.
- 7.05.c The written decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be borne equally by the Union and the Company. The Company and the Union shall each pay its own fees, costs and expenses incidental to the arbitration.
- 7.05.d The arbitrator's powers shall be limited to the application and interpretation of this Agreement and he shall have no authority to add to, subtract from, modify or amend in any way, the terms or conditions of this Agreement.
- 7.05.e It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.
- 7.06 It is understood and agreed that an employee covered hereby may be represented by the Steward, or other authorized officials of the Union, at any and all conferences with the Company arising from the processing of any formal grievance, provided, however, that such representation shall be limited at any one time to no more than (1) Steward who is employed by the Company.
- 7.07 Nothing in this Agreement shall prevent supervisory or other Company officials from discussing any matter with an employee. However, if disciplinary action is to be taken, the employee shall have the right to Union representation and the Company shall remind him of his right.
- 7.08 Each grievance shall be arbitrated separately and by a different arbitrator unless the parties agree to the contrary.
- 7.09 Copies of all disciplinary action notices shall be given to the Union and the employee. All disciplinary actions will stay in effect for twelve (12) months.

## **8.00 SENIORITY**

- 8.01 Seniority is defined as the length of continuous service on the Customs and Border Protection Contract at the Customs and Border Protection Air Branch, Miami, Florida within any classification as outlined in Appendix A. In the event that employees begin their employment on the same day, the employee having the lowest last four (4) numbers of his social security number shall be considered having the most seniority for tie breaking purposes.
- 8.02 New employees shall be considered probationary for a period of ninety (90) calendar days of active employment from date of hire on the Customs and Border Protection Contract at the Customs and Border Protection Air Branch, Miami, Florida. During this period, the Company may release such probationary employee as it finds advisable and such action shall not constitute a grievance. This period may be extended by mutual agreement between the Company and Union for a total period not to exceed one hundred twenty (120) days.
- 8.02.a Employees who may be transferred onto the contract will have their seniority based upon their date of hire onto the contract or their most recent date of hire with the Company, whichever is lesser. It is agreed and understood that such an employee shall retain the earlier date of hire with the Company only for the purpose of benefit accruals. Site seniority shall be used in the scheduling of benefits.
- 8.03 When reducing the work force, employees will be laid off in the order of the least senior employee in the affected classification. More senior employees will be allowed to "bump down" to a lower classification, provided they have the seniority and qualifications to perform the work in the lower classification, thereby displacing a less senior employee.
- 8.04 Employees may be promoted on the basis of seniority and qualifications, to jobs which may become available and for which the employee has expressed an interest by signing a job notice that will be posted by the Company.
- 8.05 In increasing the work force subsequent to a lay off, employees will be recalled back to their classification in reverse order to the way they were laid off. An employee will be subject to recall for a period of up to twenty-four (24) months from the date of lay-off. Employees will be responsible for maintaining their current address and telephone number with the Company. Failure to do so shall relieve the Company of the obligation to recall the employee.
- 8.06 An employee loses seniority when he/she:
- a. Is discharged for cause and is not reinstated;
  - b. Voluntarily resigns from the Company;
  - c. Is laid off for a period greater than twenty-four (24) months;

- d. Fails to report within five (5) work days after receipt of a registered recall notice from lay-off;
- e. Is absent three (3) consecutive work days without reporting or contacting the Company with a reason sufficient to justify the absence;
- f. Fails to notify the Company of a change of address or telephone number while on layoff;
- g. Fails to report upon expiration of an approved leave of absence;
- h. Accepting other employment while on approved leave of absence without prior permission of the Company.

## **9.00 HOURS OF WORK/OVERTIME**

- 9.01 A normal workweek ***will be Monday through Friday and*** consist of five (5), eight (8) hour days and two (2) consecutive days off, ***or, four (4), ten (10) hour days and (3) consecutive days off, subject to the Companies rights under Article 3,*** unless mutually agreed otherwise.
- 9.02 The working hours at the Customs and Border Protection Miami Air Branch facility shall be properly posted on the bulletin board. The starting time for any shift shall not be changed without seventy-two (72) hours notice. Such notice shall be deemed to have been given to employees by posting it on the bulletin board.
- 9.03 When employees are changed from one shift to another on normal shift rotation, they shall be notified by properly posted bulletins at least seventy-two (72) hours in advance of the starting time of the new shift to which they are assigned. However, if it becomes necessary to change an employee from one shift to another or the starting time of a shift due to operating conditions, or for an employee out due to illness or injury, he shall be given as much notice as possible.
- 9.04 The existing rotational method of shift assignments will continue ***as referenced in Memorandum of Understanding #3*** until such time as the Company and the Union agree otherwise in which event the starting and stopping times for shifts will be rotated and bid in the following manner:
- 9.04.a The supervisor will list all shift assignments by classification showing days off for each, including the regular shifts. Each employee will indicate, in order of rotational standing, his preference on the list by signing opposite the days off desired. The number one bid position employee will sign first, the next bidder second and so on until all have indicated their preferences. No shift change will be made except in connection with a normal ***shift re-bid as outlined in Memorandum of Understanding #3,*** provided the Company may make shift changes when required to do so by Customs ***on a temporary basis.***
- 9.04.b Bid days off may be ***temporarily*** changed by mutual agreement between the employee and the Branch Manager.
- 9.05 The Company will permit all employees to take a fifteen (15) minute paid rest period the first half of his eight (8) ***or ten (10)*** hour shift and a fifteen (15) minute paid rest period during the second half of his eight (8) ***or ten (10)*** hour shift. An employee who is required to work overtime will be allowed a ten (10) minute break for every two (2) hours of overtime worked in a day. This break will occur at the beginning of the overtime period if at least two (2) hours of overtime is anticipated.
- 9.06 Each employee shall have an unpaid lunch period of thirty (30) minutes during his shift.
- 9.06.a Lunch periods shall begin not earlier than three and one-half (3 1/2) hours after the start of each shift, and not later than five and one-half (5 1/2) hours after the start of each shift. If

the employer requests the employee to work through such lunch period, the employee shall be paid for the time worked. An employee who is required to work overtime will be allowed a one-half (1/2) hour lunch break after four (4) hours of overtime worked in a day.

- 9.07 The Company shall determine when and by whom overtime will be worked. No overtime will be assigned without the approval of proper supervisory personnel of the Company. Before requiring employees to work overtime, the Company will request volunteers from among the employees holding the designated job classification and qualifications in which the overtime is to be worked. If not enough employees needed are obtained, the least senior qualified employee shall be required to work the overtime.
- 9.07.a The parties recognize two (2) different overtime situations for the purpose of determining who to ask. The two (2) types are: holdover time and scheduled overtime. Holdover time is defined as overtime for work in progress that is overtime of a time sensitive nature arising from unforeseen circumstances, unplanned problems and/or to support unscheduled customer requirements. Scheduled overtime is defined as additional work requirements known at least four (4) hours in advance of the shift.
- 9.07.b Overtime in a holdover situation will be offered to those qualified employees already on the clock. Scheduled overtime will be offered to those qualified employees, regardless of shift, by seniority provided such employees possess the necessary skills, qualifications and/or certifications to perform the work in question, i.e. A&P License, Engine Run Up Card; taxi license, APU Run Card; etc.
- 9.07.c Employees reporting for their regularly scheduled work shift shall be provided a minimum of four (4) hours work at their regular rate of pay except in cases where work is unavailable due to acts of God, national emergency or circumstances beyond the control of the Company. If an employee reports and requests to leave work prior to completing the available four (4) hours of work and the supervisor approves such request, the employee will be paid only for hours actually worked.
- 9.07.d Employees called to work by management outside their normally scheduled work day shall be provided a minimum of four (4) hours work at the applicable rate of pay.
- 9.08 Overtime shall be paid for hours worked in excess of forty (40) hours per week at one and one-half (1 1/2) times the employees straight time hourly rate as required by law.
- 9.09 Hours worked on the employee's sixth (6th) day in his assigned work week will be paid at one and one-half (1 1/2) times the effective straight time hourly rate if the employee had worked more than forty (40) hours that work week.
- 9.10 Overtime shall be paid at double (2) the straight time hourly rate on the employee's seventh (7th) day worked in his work week provided the employee has worked the previous six (6) days in his work week.



9.10 a Overtime rates will not apply for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day if caused by a day off change due to the bidding process as defined in Article 9.04a & 9.04b.

9.11 The starting times for the work day shall be as follows:

- 1st shift 0500- 0800
- 2nd shift 1400 -1700
- 3rd shift 2230 - 0130 a.m.
- Irregular shift as directed

Normal work week will be Monday through Friday

The following irregular shift and starting times are acceptable to both parties for the purpose of meeting the operational requirements of the Customs and Border Protection program. The following starting times apply to the Supply Technician Classification:

- 1st shift 0600- 0800
- 2nd shift 1100- 1300

9.11.a An irregular work week shall be any five (5) days which may include Saturday and/or Sunday.

9.12 Shift premiums shall be paid as follows:

**Employees assigned 2nd shift \$0.40 per hour**

**Employees assigned 3rd shift \$0.50 per hour**

**Employees assigned to work an irregular work week, which includes Saturday and/or Sunday, will be paid a premium of \$0.35 per hour for each hour worked in the irregular work week.**

9.13 It is the duty of every employee who, for any reason, will be absent from work for a scheduled work shift or who expects to report for work late to notify their supervisor or Branch Manager of the reasons for such absence or tardiness as far in advance of the scheduled starting time as possible, indicating when they expect to report for work.

If unable to talk with his supervisor or Branch Manager, the employee shall leave a message on his supervisor's voice mail stating the date, time of call and reason for his absence.

## **10.00 NON-BARGAINING UNIT PERSONNEL**

- 10.01 It is understood and agreed that non-bargaining unit personnel will not normally perform work of employees covered by the Agreement except under the following conditions:
- 10.02 For the purpose of instructing and training employees.
- 10.03 Under emergency conditions.
- 10.04 Up to four (4) hours in any shift until management can secure an available qualified employee in the classification when an employee fails to report to work and sufficient qualified employees are not available within the section.
- 10.05 In order to prevent injury to employees or damage to property.
- 10.06 In circumstances which bargaining unit employees lack the technical ability to perform the work required.
- 10.07 When necessitated by security requirements.
- 10.08 When a supervisor is required to maintain their personal qualifications and proficiency as directed by the customer.

## **11.00 DEPLOYMENTS**

- 11.01 It is recognized by both parties that the employees covered by this Agreement may be required to deploy, at the direction of the Company, at locations other than at the Customs and Border Protection, Miami Air Branch, Miami, Florida. All such employees are subject to deployments. The length of any deployment is determined by Customs and Border Protection. The Company agrees whenever a domestic deployment is of such duration as to involve multiple deployment of the same individual, the length of each deployment required shall not exceed twenty-eight (28) days including travel. **If an employee suffers a hardship (by definition) while on TDY status, the Company will work to facilitate the employee's needs without interrupting the mission of the customer.**
- 11.01.a A Temporary Duty deployment (TDY) is considered as any duty or function, away from the Customs and Border Protection Air Branch, Miami, Florida requiring a period of time longer than twenty-four (24) hours. A TDY roster of all qualified personnel will be maintained and used in the selection process by the Company for off-site TDY assignments, except when the customer dictates in writing. Such roster will be posted listing employees by seniority and qualifications.
- 11.01.b To be considered as qualified, the individual must be appropriately licensed for the aircraft or services required, i.e., A&P, daily and turnaround inspections, engine run card, taxi license, APU run card, etc. On civilian aircraft, a mechanic must have an A&P license.
- 11.01.c When selecting TDY assignments, the top listed name will be given first opportunity to accept or decline, and so on down the list. If all persons listed decline the assignment, then the top listed person will be required to accept the assignment.
- 11.01.d The following employees will be considered exempt from TDY assignments: employees on approved leave and/or vacation; persons on TDY status; persons enrolled in a Company training program of more than eight (8) hours; Branch Manager approved situations.
- 11.02 Working hours on TDY status will be set at the beginning of the assignment by the designated individual, i.e., Customs and Border Protection Representative. The scheduled daily hours of work will be the same for a minimum of one (1) week. Overtime will be paid as stated in Article 9.00 of this Agreement. When the employee is required to work his regular days off while on TDY, the Company may not change the employee's regular bid days off for the purpose of avoiding overtime payment except as agreed in Article 9.04b.
- 11.02.a When an employee is assigned a school the Company may change bid days off to avoid payment of overtime.

- 11.03 Employees on TDY will be eligible for a daily meal per diem allowance and daily room allowances as stated in the Joint Travel Regulations (JTR) of the U.S. Government and mileage allowances permitted by Company policy for a given location for the period of actual deployment.
- 11.03.a An employee assigned TDY to a foreign country, excluding an emergency deployment, will receive the maximum per diem advance permitted by Company policy before departure for the location in question, upon request. Such employee will submit a Company expense report every five (5) days while on such deployment per Company policy.
- 11.04 All employees on deployment will be covered by Company provided insurance to include: 1) life insurance equal to one times (1x) the employees annual salary, 2) overseas accidental death and dismemberment insurance, business travel, 3) accidental death and dismemberment insurance and worker's compensation insurance. Such coverage is subject to any exemptions or exclusions stated in each policy listed.
- 11.05 Employees who travel on Company business more than two (2) times per year will be required to apply for and use a Company American Express Credit Card for use whenever possible for business travel expenses. The annual membership fee will be paid by the Company. Employees are responsible for compliance with all terms and conditions set forth by the credit card provider. An employee who is turned down for a corporate credit card will be provided alternate funding for travel.
- 11.06 Travel Incentive Pay will be paid to employees designated by the Branch Manager as a "frequent traveler". To be designated a frequent traveler and qualify for Travel Incentive Pay an employee must travel an anticipated minimum of seventy-six (76) expensed nights per calendar year. In addition, frequent travelers, if required, must obtain and possess a secret security clearance and a valid U.S. Passport, a company American Express card and must travel on short notice.

Travel for training does not count towards the required number of expensed nights to be eligible for Travel Incentive Pay.

Employees designated as "frequent travelers" will be paid Travel Incentive Pay at a rate of thirty-two dollars (\$32.00) before taxes for each expensed night. Should the employee voluntarily elect to be removed from "frequent traveler" status or is removed for cause prior to accumulating seventy-six (76) expensed nights in a calendar year, the employee must forfeit all Travel Incentive Pay accrued. Exceptions will be made in cases of extreme personal hardship.

## **12.00 PERSONAL PAID TIME**

- 12.01 Seniority employees shall accrue PPT up to a maximum of ***one hundred and sixty (160)*** hours. PPT will be accrued to the individual employee's account at the rate of 1.54 hours for each credited work week. PPT accrual records will be made available to employees upon request.
- 12.02 PPT accruals will vest on the date the employee obtains twenty-six (26) weeks seniority as defined in Article 8.00. Thereafter, such accruals shall vest as accrued. PPT will be considered as time worked for the purpose of computing overtime.
- 12.03 Employees who are prevented from reporting for work by reason of sickness or injury shall notify their supervisor of same within one-half (1/2) hours of their scheduled shift start time giving the reason for the absence. PPT hours will not be paid in cases of unauthorized absence or tardiness or on an employee's regularly scheduled days off. Management approval will not be unreasonably withheld in the case of personal emergencies.
- 12.04 Requests for PPT for reasons other than sickness or injury must be requested for approval by the employee's supervisor at least one (1) day in advance. Such notice may be waived by the employee's supervisor.
- 12.05 The Company reserves the right to require employees to present a certificate from a licensed medical doctor to support time off due to illness or injury when notified by the Company prior to returning to work.
- 12.06 Unused PPT shall not have any monetary value.

### **13.00 HOLIDAYS**

13.01 The Company observes the ten (10) holidays listed below:

New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	<b><u>Columbus Day</u></b>

13.02 An employee who works a holiday may choose to take a compensating day off in lieu of pay for a working holiday. The compensating day off must be used within one hundred eighty (180) days and must be taken within the calendar year of the holiday.

13.03 An employee who is not required to work on one of the designated holidays mentioned above will be compensated for the holiday at eight (8) hours at his straight time rate, provided he is on the active payroll on the day of the holiday and has worked his last scheduled work day before the holiday and his next scheduled work day after the holiday, except an employee off on such day or days with prior permission of the employer, or due to personal illness/injury, will be compensated for the holiday.

13.04 Should any of the listed holidays fall on Saturday or Sunday the day observed by State, National or Presidential Proclamation shall be considered the holiday. If the holiday falls on an "odd work week" employee's regular day off, the employee shall select the scheduled workday preceding or following the holiday as a day off. Provided the employee gives at least a one (1) week advance notice, the employee's choice of the proceeding or following day as a day off will not be changed without mutual consent in accordance with Article 9.04b. Any employee who is required to work on any of the above listed holidays shall be paid at the rate of time and one-half (1 1/2) of his regular hourly rate for all hours worked in addition to their normal holiday pay. When senior qualified volunteers are insufficient in number to accomplish the necessary work, the junior qualified employees will perform such work on such a holiday.

13.05 Any holiday pay shall be considered time worked for the purpose of computing vacation.

13.06 Any additional holiday designated by Federal Government mandate or Presidential Executive Order that is observed by the Customs and Border Protection may be observed in addition to the above as determined by the Customs and Border Protection Operational requirements.

## 14.00 VACATIONS

14.01 Seniority employees covered by this Agreement shall accrue vacation credits each creditable work week based on their seniority date as defined in Article 8.00 as follows:

Length Of Service	Accrual Rate	Annual Rate
0 – 6 months	1.54	40 Hours
6 months to 1 year	1.54	40 Hours
2 to 5 years	1.54	80 Hours
6 to 15 years	2.31	120 Hours
more than 15 years	3.08	160 Hours
<b><u>20 years or more</u></b>	<b><u>3.85</u></b>	<b><u>200 Hours</u></b>

14.01.a For the purpose of accruing vacation credit for seniority employees, a creditable work week shall be defined as a work week during which an employee works no less than one (1) full day or is on vacation or other paid leave except as limited in paragraph 14.01.b below.

**14.01.b The first (1st) four (4) work weeks of any absence except where protected by Federal Law.**

14.01.c A maximum of **eighty (80) hours** vacation may be carried over to the following year.

14.02 **Preference as to dates for vacation leave will be granted on the basis of Company seniority within classification. However, senior employees will not be permitted to take vacation time already assigned to a junior employee. In order to facilitate advanced bidding of vacation, a list indicating the number of employees in each classification who may be on vacation at any given time during the next calendar year will be posted on November 15; requests must be made in writing by December 1, and a vacation list showing vacation time selected must be posted by January 1. An employee shall exercise his seniority in his first choice and his second choice will be considered only after all first choices are made and third choices will be considered after all second choices are made, etc.**

Vacation shall be scheduled and paid in increments of four (4) hours or eight (8) hours. Requests for vacation leave, **not submitted in the December 1 bidding period**, in excess of eight (8) hours shall be submitted to the employee's supervisor at least one (1) week in advance (7 days) of the requested starting date. Request for vacation, **not submitted in the December 1 bidding period**, in excess of forty (40) hours must be submitted a minimum of thirty (30) days in advance of the requested starting date. Vacation leave requests, **not submitted in the December 1 bidding period**, of eight (8) hours or less must be requested three (3) days in advance of the requested starting date.

- 14.03 Paid vacation hours will be considered as time worked for the purpose of computing overtime. When holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.
- 14.04 Vacation accrued during a current anniversary year will be paid to a qualified employee upon that employee's termination during that current anniversary year, except for an employee who is terminated for disciplinary reasons.
- 14.05 Employees transferring to the bargaining unit after the date of ratification of this Agreement shall retain their original date of hire with the Company for the purpose of accrual of vacation credits.
- 14.06 It is understood and agreed that final approval of vacation requests rests exclusively with the Company to assure orderly operation of work schedules.
- 14.07 Vacation pay shall be computed at the employee's straight time hourly rate to include shift and all other applicable premiums in effect at the end of the payroll period immediately preceding the requested vacation period. In the event of a change of contractors L-3 Vertex Aerospace will pay out all earned but unused vacation upon separation from the Company.
- 14.08 Once approved by management and employee's vacation may not be changed without the employee's consent except in cases of operational requirements as dictated by the customer.



**15.00 GROUP INSURANCE**

**15.01 The Company will provide Aetna Health Fund HRA insurance plan, as defined in the Summary Plan Document for said plan, for eligible employees covered by this Agreement. The insurance plan will include medical, dental (\$2000.00 maximum per individual annually), vision, and a prescription drug program for employees covered by this Agreement. Medical, dental insurance, vision care, and a prescription drug program will be provided for dependents of employees covered by this Agreement.**

**15.02 Employees hired after ratification of this agreement will have group coverage on the first day of the month following thirty (30) days of employment.**

**15.03 The Company will provide a complete 2009 Summary Plan Document to each employee prior to the enrollment period to be held during either November or December, 2008. Employees must decide which option under the plan they intend to utilize. For the year 2009, full time employees will be required to pay rates in accordance with the following:**

<b>Aetna HRA – A</b>	<b>Monthly Cost</b>	<b>26 Pay Period Bi-Weekly Cost</b>
Employee	\$62.65	\$28.92
Employee + Spouse	\$85.44	\$39.43
Employee + Children	\$114.17	\$52.69
Family	\$182.11	\$84.05
<b>Aetna HRA – B</b>	<b>Monthly Cost</b>	<b>26 Pay Period Bi-Weekly Cost</b>
Employee	\$55.15	\$25.45
Employee + Spouse	\$112.65	\$51.99
Employee + Children	\$100.25	\$46.27
Family	\$159.40	\$73.57

**15.04 Incremental increases for the Aetna Health Fund HRA insurance for the year 2010 and 2011 will be in accordance with Memorandum of Understanding #4.**

**15.05 Employees may purchase through payroll deduction, optional life and dependent life insurance as explained in the summary plan document.**

**15.06 Effective January 1, 2009, vision care for all employees will be in accordance with the Aetna Health Fund HRA insurance plan.**

**15.07 The Company will provide the following Company paid additional coverages:**

- 1. Additional life insurance coverage for employees on TDY status deployed outside of the United States in an amount equal to one times (1x) an employee's annual base salary.**
- 2. \$25,000 Accidental Death and Dismemberment (AD&D) Insurance**

## **16.00 LEAVES OF ABSENCE**

### 16.01 MILITARY LEAVE

Military leaves of absence will be granted to employees covered by this Agreement for periods of short term active duty when called to active duty for service with a reserve unit of the Armed Forces or the National Guard. Such short term active duty (30 days or less) shall include annual active duty training. Such employees shall receive differential pay between their military base rate and their Company base rate of pay exclusive of any premiums for up to ten (10) scheduled working days per calendar year. Employees must present a copy of their orders to the Company as soon as possible. Upon return from active duty, employees shall immediately, upon receipt of the military pay statement, provide to the Company a copy to serve as the basis for compensation. Employees required to report for military active duty in excess of thirty (30) consecutive days shall be reinstated in accordance with current applicable state and federal law concerning active military service.

### 16.02 JURY DUTY

Employees absent due to jury service shall be paid at their current rate of pay less any payment received by the court exclusive of transportation and meal cost. This pay shall not exceed sixty (60) days in any twelve (12) month period to any one employee. To be eligible for jury duty pay, the employee must present a statement from a court official attesting to the dates and times of such service and the fee or compensation paid by the court less transportation and meal cost. In no event shall such pay for time lost be made for jury duty performed on the employee's regularly scheduled day off, holidays as defined herein or for hours in excess of eight (8) per regular work day of hours in excess of forty (40) per week.

16.03 Employees required to make any court appearance in behalf of the Customs and Border Protection or the Company shall be compensated for up to a maximum of eight (8) hours for each scheduled work day missed.

### 16.04 BEREAVEMENT LEAVE

The Company will grant an employee, who has completed his probationary period, three (3) days bereavement leave for scheduled work days lost in the event of a death of a spouse, child, parent, grandparent, grandchild, brother or sister. The Company may grant an employee up to three (3) days bereavement leave in the event of a death of a step-mother, step-father, step-daughter, step-son, mother-in-law, father-in-law, daughter-in-law and son-in-law.

Employees will be paid for bereavement leave at the rate of eight (8) hours per day at his regular straight time rate for each day granted.

Upon request an employee will be permitted *two (2) additional unpaid days in conjunction with the three (3) paid days. An employee may elect to use PPT or vacation days in conjunction with the additional two days off. To facilitate an employee using*

**Bereavement Leave, they can use the leave at their discretion within a thirty (30) day window from the date of the event giving rise to the need.**

16.05 PERSONAL LEAVE

Upon written application from an employee, the Company may grant a leave of absence without pay to employees for personal reasons up to a maximum of thirty (30) days, where good cause is shown. During the period of absence, the employee shall not engage in gainful employment without written approval from the Company. The leave may be extended or renewed for additional periods of time for reasons which, in the opinion of the Company, are satisfactory.

16.06 PERSONAL MEDICAL LEAVE

Leave of absence for legitimate personal health reasons for the employee, spouse, child or parent will be granted to an employee, who has worked at least 1250 hours within the twelve (12) month period prior to the date of requested leave commencing, for a period of up to a maximum of twelve (12) calendar weeks when supported by medical certification provided by the employee. While on such leave of absence for personal medical reasons, the employee shall notify the Company as to his potential of returning to work following each visit to the physician of record. Except for personal illness an employee will be required to use any Personal Paid Time available before such leave is considered unpaid leave. All such leave paid and unpaid shall be considered part of the twelve (12) weeks in compliance with the Family Medical Leave Act and Company policy.

16.07 Seniority shall be retained but not accrued during any approved leave of absence exceeding thirty (30) days **except where protected by Federal law.**

## **17.00 TEMPORARY ALTERNATE WORK**

- 17.01 **The Company will 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 or injury. The intent of this program is to assist bargaining unit employees by providing them with an opportunity to continue gainful employment under the provisions of this Collective Bargaining Agreement while not impeding the recovery process of their illness or injury. The program will operate provided the Company has the work available and is able to accommodate the employee's medical restrictions. At no time will an employee be placed in a position that will have any potential for the employee to be further injured or to create an additional liability for the Company.**
- 17.02 **The TAW assignment may be bargaining or non bargaining unit 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 Collective Bargaining Agreement. Employees on TAW will not displace other employees or adversely affect their seniority**
- 17.03 **Managers and Supervisors will be notified of any employees TAW status and will not take it upon themselves to alter that status, job description or work assignment. Additionally, the employee will be granted time off during working hours to continue follow-up treatment, therapy or doctors visits as may be required and which are directly related to the complete rehabilitation and recovery of the ill/injured employee.**

## **18.00 APPEARANCE / UNIFORM STANDARDS**

- 18.01 Employees will be provided, during the month of October each year, with a uniform allowance of up to the maximum reimbursed by the Customs and Border Protection program. Such items as designated shoes, shirts, pants, cap and jacket will be considered as part of the uniform allowance. Each employee shall obtain his uniforms at a Company-designated vendor. It is the responsibility of the employee to replace uniforms that do not fit or become worn or damaged beyond repair. The Company will provide each employee with the requirements of the designated uniforms and approved designated vendors where such uniforms may be purchased. Shoes shall be hard-soled, leather upper and black in color. An appropriate IAM logo may be worn on uniforms. **Additional references to the uniform policy can be found in CBP Policies and Procedures CBP-07. If this policy is amended, a notice shall be furnished to all members covered by this agreement thirty (30) days in advance of the date changes are to become effective.**
- 18.02 Employees will present a neat, clean and professional appearance. Hair will be clean, neatly cut and not present a safety hazard. Hair shall not extend below the bottom of the standard shirt collar. No "spikes or mohawks" are permitted.
- Beards, if worn, will be neatly trimmed and not exceed one (1) inch in length. Mustaches, if worn, will be neatly trimmed and clean. No mustache shall have ends extending below the bottom of the lower lip.
- 18.03 Exposed jewelry such as bracelets, necklaces, ear studs or earrings shall not be worn in maintenance areas. Any "alert" bracelets and watches may be worn in compliance with OSHA regulations.
- 18.04 Employees may wear top of the knee length shorts for work. Such shorts must be approved by the Company. Such shorts must be **navy blue** in color. Solid color socks (gray, black or white) are required to be worn if an employee elects to wear shorts. Shoe attire policy remains as stated in 18.01.

## **19.00 RETIREMENT**

- 19.01 The Company will provide all full-time seniority employees covered by this Agreement with an IRS approved pension plan and in accordance with the Plan document. The contribution shall be 1.75% of the gross wages to a maximum of **\$800.00** per calendar year paid by the Company. Such plan is considered a 401(k) Plan.
- 19.02 Benefits, terms and conditions as set forth in the summary plan document shall apply.
- 19.03 The employee may elect to contribute up to 20% of his/her gross annual earnings into the IRS approved 401(k) savings plan.
- 19.04 In the event the Company should lose or give up the Maintenance Contract at Customs and Border Protection Miami Air Branch, Miami, Florida, the employees vested in the plan may execute their options as prescribed in the plan document.

## **20.00 GENERAL**

- 20.01 It is understood and agreed that this Agreement shall supersede any and all agreements, existing or previously executed between the Company and any individual covered by this Agreement.
- 20.02 The waiver of any breach of any of the provisions or terms of this agreement by either party does not constitute a precedent for future waiver or enforcement of such breach.
- 20.03 In the event that any provision of this Agreement shall be or becomes invalid by reasons of any Federal, State, county, municipal or military law or regulation, it shall be suspended while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.
- 20.04 The Company shall notify District #142 of any newly hired employee(s) that will be covered by this Agreement no later than ten (10) work days after the first day the employee(s) report for work.
- 20.05 Employees covered by this Agreement shall be governed by all Company rules, regulations and policies which are not in conflict with the terms and conditions of this Agreement.
- 20.06 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining and that the agreements arrived at by the parties are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, agree that the other shall not be obligated, except as provided in this Agreement, to bargain collectively with respect to any subject referred to or covered in this Agreement. Furthermore, the parties waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not referred to or covered by this Agreement, even if such subject may not have been known or contemplated of any of the parties at the time this Agreement was negotiated or signed.
- 20.07 The Company has the right to subcontract out work where the Company determines that such work cannot be performed by employees covered by this Agreement due to lack of skills, tools, equipment or availability of manpower, or as required by its contract with the Customs and Border Protection.
- 20.08 Due to the nature of the work to be performed, personnel from other locations may be brought in to perform specific assignments at the Customs and Border Protection Miami Air Branch, Miami, Florida, when there are no qualified employees on lay-off in the classification(s) of work affected and so long as such action does not cause the lay-off of any qualified employees from the affected classification.

20.09 The Company will provide one (1) glass enclosed, lockable bulletin board, with a key controlled by the Chief Shop Steward, located inside the Company facility for all IAM members covered under this Agreement. It shall be marked "International Association of Machinists and Aerospace Workers" where all Union bulletins and notices of interest to the employees may be posted. These notices will be restricted to:

(1) Notices of Union recreational/social affairs.

(2) Notices of Union elections.

(3) Notices of Union appointments and results of Union elections.

(4) Notices of Union meetings.

(5) Local Lodge 368 and District Lodge 142 bulletins and notices.

However, under no circumstances will political circulars, propaganda or advertisements be placed on these bulletin boards.

20.10 The Union recognizes that the Company has certain obligations in its contract with the Government pertaining to security and that security is vital to the Company and the Union in carrying on their part in this effort. Therefore, in the event that the Customs and Border Protection, through its duly authorized representatives concerned with security, advises or has advised the Company that any employee covered by this Agreement is denied access to our Customs and Border Protection Site where such access is required in the performance of that employee's duties, such employee shall be terminated. It is understood and agreed that determinations by the Government as to an individual's suitability for access due to security reasons are not reviewable via the Grievance/Arbitration procedures provided in this Agreement.



## **21.00 WAGE RULES**

- 21.01 Company shall pay the scale of wages included in Appendix A made a part hereof.
- 21.02 For the purpose of this Agreement, an employee's straight time hourly rate of pay is defined as the employee's base hourly rate of pay as listed in appendix A plus all premiums and differentials agreed to in this Agreement.
- 21.03 Employees promoted or temporarily assigned to another job classification shall receive the rate of that job classification or continue at their present rate, whichever is greater. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.
- 21.04 Employees covered herein shall be paid on alternate Fridays for the two (2) work weeks ending the preceding Saturday. A pay period shall run seven (7) consecutive days, Sunday through Saturday. Excluding any times that Acts of God or circumstances beyond the Company's control cause pay checks to be unavailable on the regularly scheduled pay day, the Company will distribute pay checks as soon as possible.



**APPENDIX A**

<b>CLASSIFICATION</b>	<b>CURRENT</b>	<b>10/1/2008</b>	<b>10/1/2009</b>	<b>10/1/2010</b>
<b>Aircraft Mechanic</b>	<b>\$25.49</b>	<b>\$27.44</b>	<b>\$28.46</b>	<b>\$29.46</b>
<b>Aircraft Worker</b>	<b>\$23.76</b>	<b>\$24.71</b>	<b>\$25.64</b>	<b>\$26.53</b>
<b>Avionics Technician</b>	<b>\$25.49</b>	<b>\$27.44</b>	<b>\$28.46</b>	<b>\$29.46</b>
<b>Support Equipment Mechanic</b>	<b>\$22.78</b>	<b>\$23.69</b>	<b>\$24.58</b>	<b>\$25.44</b>
<b>Supply Technician</b>	<b>\$20.34</b>	<b>\$22.74</b>	<b>\$23.60</b>	<b>\$24.42</b>
<b>Quality Assurance Inspector</b>	<b>\$26.55</b>	<b>\$28.58</b>	<b>\$29.65</b>	<b>\$30.69</b>
<b>Corrosion Control Technician</b>	<b>\$22.18</b>	<b>\$23.07</b>	<b>\$23.93</b>	<b>\$24.77</b>
<b>Aircraft Servicer</b>	<b>\$17.87</b>	<b>\$18.58</b>	<b>\$19.28</b>	<b>\$19.96</b>
<b>Chief Quality Assurance</b>	<b>\$27.55</b>	<b>\$29.58</b>	<b>\$30.65</b>	<b>\$31.69</b>

Crew Chief Differential \$.75 per hour

\*Chief Quality Assurance Inspector receives \$1.00 per hour differential above the Quality Assurance Inspector

Designated Inspector differential \$.20 per hour

## **APPENDIX B**

OCCUPATION: General Maintenance Worker

### **JOB SPECIFICATIONS**

Responsible for general maintenance of all site buildings, office space, hangar areas, lavatories and heating/air-conditioning systems; performing carpentry, minor building alterations, electrical repairs, plumbing and heating/air-conditioning repairs. Reports to the Branch Manager.

OPERATIONS TO BE PERFORMED INCLUDE, BUT ARE NOT LIMITED TO:

- Perform general minor maintenance of interior and exterior of buildings, including carpentry, painting, plastering, alterations, plumbing and heating/air-conditioning repair and electrical repairs
- Complies with all company and OSHA safety rules and regulations
- Must have own hand tools to perform general maintenance duties
- Performs additional duties as assigned
- Special tools and test equipment as needed will be furnished by the customer

KNOWLEDGE, SKILLS AND ABILITIES:

- High school graduate or have an equivalency certificate from an accredited program
- Have a working knowledge of carpentry, industrial electricity and plumbing and proficiency in the use of hand tools and power tools to accomplish these tasks
- Analytical abilities sufficient to read, comprehend and follow written and/or oral instructions

## **APPENDIX B (CONTINUED)**

### **WORKING CONDITIONS:**

The diversity of working conditions may range from a standard office type environment, where there is no physical discomfort, to an environment where inclement weather may subject the individuals to severe changes of temperature, less than adequate lighting, dust, wind, rain and the like. On occasions, individuals may also be required to work in areas where high noise hazards prevail, thus requiring the use of adequate ear protection.

## **APPENDIX B (CONTINUED)**

OCCUPATION: Janitor

### **JOB SPECIFICATIONS**

Responsible for cleaning of all office spaces, hangar work areas and wash rooms and maintaining these spaces in an orderly condition. Reports to the Branch Manager.

### **OPERATIONS TO BE PERFORMED INCLUDE, BUT ARE NOT LIMITED TO:**

- Sweep, mop, scrub and polish floors
- Gather and remove trash and other refuse from offices and other work areas
- Clean, service and maintain lavatories, showers and rest rooms
- Dust equipment and fixtures
- Polish metal fixtures and clean glass as necessary
- Provide minor maintenance like changing light bulbs, etc.
- Maintain the outside grounds by mowing lawns and trimming shrubs, etc.
- Perform additional duties as assigned

### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Have a working knowledge of general custodial and ground maintenance tasks
- Experience in and able to use electric floor polishing equipment and gasoline/electric lawn maintenance equipment
- Physical ability to lift and handle material up to 50 pounds in the normal performance of labor intensive tasks
- High school graduate or GED preferred

## **APPENDIX B (CONTINUED)**

### **WORKING CONDITIONS:**

The diversity of working conditions may range from a standard office type environment, where there is no physical discomfort, to an environment where inclement weather may subject the individuals to severe changes of temperature, less than adequate lighting, dust, wind, rain and the like. On occasions, individuals may also be required to work in areas where high noise hazards prevail, thus requiring the use of adequate ear protection.

## **APPENDIX B (CONTINUED)**

OCCUPATION: Journeyman Aircraft Mechanic

### QUALIFICATIONS:

Must have been employed as a full-time aircraft mechanic within the past twelve (12) months and hold a current airframe and power plant mechanic certificate. The incumbent must have completed a minimum of five (5) years experience working full-time as an aircraft mechanic and shall have a minimum of one year in flight line trouble-shooting. He must possess a working knowledge of military and general aviation aircraft airframe and engine logbooks. He will be competent and knowledgeable in the repair and maintenance of airframes, hydraulics, fuel systems, and aircraft engines. Reliability and good judgment as essential traits.

### DUTIES AND RESPONSIBILITIES:

- Performing as a working Leadman as assigned. When working this capacity, will report directly to the Branch Manager
- Performing daily, flight line and hangar maintenance on all assigned aircraft
- Performing inspections, corrosion control, trouble-shooting and fault isolation on aircraft systems.
- Furnishing own hand tools to perform maintenance of aircraft (necessary special tools and test equipment will be furnished by Customs)
- Perform scheduled inspections and repair of aviation life support equipment (ALSE) in accordance with appropriate operating manuals
- May be required to perform other duties as required to support the overall mission.



**APPENDIX B (CONTINUED)**

**SUPERVISORY CONTROL OVER THE POSITION:**

The incumbent works under the direct supervision of the contractor maintenance supervisor. The supervisor outlines procedures and policies to be followed in the performance of Government aircraft maintenance. Incumbent receives general instructions from the aircraft maintenance supervisor and exercises initiative coupled with good judgment.

## **APPENDIX B (CONTINUED)**

OCCUPATION: Aircraft Worker

### QUALIFICATIONS:

Must have had at least three (3) years of experience working full-time on aircraft. He must have a minimum of one (1) year of experience in flight line trouble-shooting. The incumbent must be competent in the repair and maintenance of airframes, hydraulics, fuel systems and aircraft engines.

DUTIES AND RESPONSIBILITIES: Responsible for but not limited to:

- Competently performing daily flight line and hangar maintenance on assigned aircraft
- Performing inspections, corrosion control, trouble-shooting and fault isolation on aircraft systems
- Furnishing own hand tools to perform maintenance on aircraft (necessary special tools and test equipment will be furnished by Customs)
- Perform scheduled inspections and repair of Aviation Life Support Equipment (ALSE) in accordance with Operation manuals
- Perform additional duties as assigned to complete the mission

### SUPERVISORY CONTROLS OVER THE POSITION:

The incumbent's supervisor is the contractor maintenance supervisor or a designated journeyman mechanic. The supervisor outlines specific procedures, policies and methods to be followed in the performance of aircraft maintenance and provides guidance in new and difficult tasks.

## **APPENDIX B (CONTINUED)**

OCCUPATION: Avionics Technician

### QUALIFICATIONS:

Should have a working knowledge of both military and general aviation electrical and electronic systems and components to include navigational systems; radar identification systems; inter-communications; ADF, LF, HF, VHF and UHF communications; and instrument landing systems with associated aircraft lighting systems. Must have at least five (5) years experience, of which the past twelve (12) months shall have been employed full-time repairing the above systems. As a minimum must possess a general FCC Radio/Telephone license.

DUTIES AND RESPONSIBILITIES: Responsible for, but not limited to:

- Maintaining aircraft electrical and electronic systems
- Performing daily and flight line maintenance on assigned aircraft
- Trouble-shooting all avionics systems and isolating their faults
- Repairing and replacing faulty components, build up and replacing faulty wire harnesses/bundles, testing all avionics systems periodically, as required
- Interfacing with the contractor's supply specialist to maintain a ready inventory of electronic and electrical components
- Install/modify Government furnished radio packages in accordance with industry standards and FAA regulations
- Must produce new and modify existing wiring diagrams in accordance with industry standards and FAA regulations

## **APPENDIX B (CONTINUED)**

- Performing corrosion control inspections on aircraft avionics components
- Furnishing own hand tools to perform aircraft and avionics maintenance (necessary special tools, test equipment and avionics handbooks and repair manuals will be furnished by Customs)
- Insuring all avionics test equipment and special tools are calibrated in a timely fashion
- Perform scheduled inspections and repair of Aviation Life Support Equipment (ALSE) in accordance with appropriate operation manuals
- Performing duties of a working Leadman as assigned. When working in this capacity, will report to the Branch Manager

### **SUPERVISORY CONTROL OVER THE POSITION:**

The incumbent's supervisor is the contractor maintenance supervisor or his representative. The supervisor outlines procedures and policies in the performance of aircraft maintenance in accordance with the approved maintenance manual. The incumbent works with a minimum of supervision.

### **ADDITIONAL DUTIES:**

May be required to perform other duties as required to support the overall mission.

## APPENDIX B (CONTINUED)

OCCUPATION:       Quality Assurance Inspector

### QUALIFICATIONS:

Shall have completed at least five (5) years experience working full-time as an aircraft and power plant mechanic. He shall have a working knowledge of both military and general aviation aircraft. He must be well versed in the maintenance of all aircraft systems and all aircraft logbooks. He must have demonstrated reliability, initiative and a good technical ability in past employment. He must possess a FAA, A&P, IA license and have been actively employed in a similar aircraft maintenance environment within the past twelve (12) months.

### DUTIES AND RESPONSIBILITIES:

Shall be directly responsible for the Quality Assurance Program and shall advise his supervisor, as well as the Customs Maintenance Officer, of any discrepancies. He shall be directly responsible for, but not limited to:

- Monitoring the performance of required aircraft airworthiness inspections and preparing the necessary forms and certifications, appropriate both to military aircraft and to general aviation aircraft
- Reviewing airframe and engine logbooks
- Insuring that all assigned aircraft meets the appropriate airworthiness standards
- Monitoring all required forms and reports regarding aircraft, as well as related parts inventory, parts usage; and associated ground support equipment
- To include checking Aviation Life Support Equipment (ALSE) in accordance with appropriate operation manuals per scheduled inspections.

## **APPENDIX B (CONTINUED)**

- Performing duties of a working Leadman as assigned. When working in this capacity, will report to the Branch Manager
- May be required to perform other duties as required to support the overall mission

### **SUPERVISORY CONTROL OVER THE POSITION:**

The contract maintenance supervisor shall insure quality assurance procedures and policies are followed in the performance of Customs maintenance.

The incumbent receives general instructions from the Contract Maintenance Supervisor and exercises initiative, coupled with good judgment, in the performance of quality assurance duties.

## **APPENDIX B (CONTINUED)**

OCCUPATION: **Supply Technician**

QUALIFICATIONS:

Must have six (6) years experience in military or civilian logistics with a knowledge of inventory control, automated systems, aviation, and general supply systems. He must have two years experience in the procurement of general aviation parts. The incumbent must be able to requisition, record, store, issue and turn in aircraft repair parts and related equipment. He must be able to type 30 to 40 words per minute and be in good physical condition. He must be capable of reading and understanding Customs and contractor Supply procedures. He must have a driver's license and be capable of obtaining a Government license. May be required to operate a forklift truck.

DUTIES AND RESPONSIBILITIES: Responsible for, but not limited to:

- Requisitioning general and aviation supplies and parts
- Maintaining and operating the parts stockroom, the continuous repair parts inventory, the shipment of parts, equipment, etc., as required, and the effective control of all material under his accountability
- Keeping accurate records and audit trails of all material received, shipped or returned for repair while adhering to the approved Supply procedures
- Prepare and submit reports as directed

SUPERVISORY CONTROLS OVER THE POSITION:

The incumbent's supervisor is the contractor supply supervisor

ADDITIONAL DUTIES:

May be required to perform other duties as required to support the overall mission.

**APPENDIX B (CONTINUED)**

OCCUPATION: Support Equipment Mechanic

QUALIFICATIONS:

Must have had at least four (4) years of experience working full-time on diesel generators and vehicles. He must have had at least one (1) year of experience on gasoline engines and vehicles. Must have a current, valid Florida State Chauffeurs License.

DUTIES AND RESPONSIBILITIES: Responsible for, but not limited to:

- Performing daily, mileage and hourly inspections on all vehicles and ground support equipment
- Performing daily maintenance, trouble-shooting and fault isolation on assigned vehicles and ground support equipment
- Furnishing own hand tools to perform maintenance on all assigned vehicles (necessary special tools and test equipment will be furnished by Customs)

SUPERVISORY CONTROLS OVER THE POSITION:

The incumbent's supervisor is the contractor maintenance supervisor. The supervisor outlines procedures and policies in the performance of support equipment maintenance. In field deployment, the incumbent shall coordinate his activities with the Government Branch Manager.

ADDITIONAL DUTIES:

May be required to perform other duties as assigned.







### MEMORANDUM OF UNDERSTANDING #3

Starting during the 2009 calendar year, and continuing for the term of this Agreement, on the first Sunday occurring in the month of February, June and October, a shift re-bid will be performed. The following is agreed as the procedure to be used in establishing shift and bid days off. Bidding will occur in the following order:

1. By shift
  - A. Mid-night shift bids first
  - B. Afternoon shift bids second
  - C. Day shift bids third
  
2. By existing days off
  - A. Friday/Saturday will bid first in odd years and second in even years
  - B. Sunday/Monday will bid second in odd years and first in even years
  - C. Saturday/Sunday will bid third in all years

In the event that four (4) ten hour shifts are in place, the following order will apply

- A. Thursday/Friday/Saturday will bid first in odd years and second in even years
- B. Sunday/Monday/Tuesday will bid second in odd years and first in even years

Note: Wed. off is not available

If the above manpower and staffing requirements are not meeting the needs of the customer, the Company and Union will meet as soon as possible to confer about the issue and review a replacement schedule to be provided by the Company. Nothing will prevent the Company from staffing to meet the customer's demands.

3. By Seniority
  - A. If two or more people on the same shift have the same days off, the person with the most seniority, as defined in Article 8.01, bids first
  
4. Irregularities:
  - A. Any person who has not worked four (4) weeks of the previous bid will bid last.
  - B. Bid dates are posted at least thirty (30) days in advance of the actual Bid sheet. The Bid sheet is posted for a minimum of seventy-two (72) hours. The person who is next to bid will do so as soon as possible during the 72-hour period referred above.



