



Collective Bargaining Agreement

Between

**L-3 Communications –
Integrated Systems**

**Davis – Monthan Air Force Base
Tucson, Arizona**

and the

**International Association of
Machinists**

**and Aerospace Workers
Old Pueblo Lodge 933**

July 1, 2009 – June 30, 2012

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PREAMBLE

Section 1. It is the general purpose of this Agreement to assure the efficient, harmonious, economic, and profitable operation of the Company and to set for the terms and conditions of employment afforded to the employees represented by the Union for the duration of this agreement.

Section 2. The Company and the Union recognize and agree that it is in the best interests of both the employees and the Company to improve the competitive position of the Company. Both are partners in the business, and the success of that business is vital to all concerned. This requires that both the Company and the Union work together toward the end that quality and cost of the product will prove increasingly attractive to the customer, and that the business will be continually successful. The Union and the Company agree that every reasonable effort will be made to eliminate waste, increase efficiency, and to improve operations in general. The operations must be stable and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government.

Section 3. In furtherance of these mutual interests and in consideration of the promises and agreements hereinafter stated, the parties agree that the following conditions of employment will govern the employment of those individuals covered by this agreement.

ARTICLE I – RECOGNITION / NOTICE

Section 1. The Company hereby recognizes the Union, as the sole and exclusive bargaining representative of the employees in the following unit as certified by the National Labor Relations Board in Case number 28-RC-6313: All full-time and regular part-time Logistics Specialists and Technicians, including dual-function Technicians, employed by the Employer at its facility located at Davis-Monthan United States Air Force Base, Tucson, Arizona; excluding all Field Service Representatives, Team Leaders, Back Shop Supervisor, office clerical employees, guards, and other supervisors as defined in the Act.

Section 2. When the term “Union” is used herein, it refers to the International Union and the local union. In all cases affecting any significant change as defined under the National Labor Relations Act, Wages, Benefits, and Manpower the Company will notify the Directing Business Representative of Local Lodge 933 in writing. For “notification” issues with regards to this agreement the Company will notify the available shop representative.

ARTICLE II - NON-DISCRIMINATION

Section 1. This Agreement shall be applied fairly and shall not in any way be used to discriminate against any employee because of race, color, religion, sex, age, national origin, veteran status or disability. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender; it shall be recognized as referring to both male and female employees.

Section 2. There shall be no discrimination, interference, restraint, or coercion, by the Company or by any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union. There shall also be no discrimination, interference, restraint or coercion, by the Union, or by its agents or members, against any employee in the bargaining unit who is not a member of the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. It is understood that the Company reserves all of the rights, privileges, powers, prerogatives and authority which it had or possessed prior to having entered into this Agreement with the Union, excepting only those expressly and specifically abridged or modified by this Agreement.

Section 2. The right to hire, promote, demote, transfer, layoff, establish working hours, assign to shifts, discipline, suspend and discharge employees for just cause, maintain discipline and efficiency, and establish, modify and eliminate work rules and regulations, and to determine who is qualified is the sole and exclusive responsibility of the Company.

Section 3. Except as otherwise specifically provided in this Agreement, the Union recognizes and agrees that the Company further has the sole and exclusive right to plan, direct and control the company's business, to determine the location of operations, the location of the work, schedules of production, schedule of work, the methods, processes, scope of work, means of production, and the right to establish qualifications. The rights described in this Section 3 are solely and exclusively the responsibility of management and are not subject to the Grievance procedure.

Section 4. It is not intended by the recitations in Sections 2 and 3 above 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 the responsibility of management.

Section 5. The Union and the employees shall be notified prior to enforcement of new rules or changes in existing work rules. The Union reserves the right to pursue through the Grievance and arbitration procedure, as spelled out in Article V and VI of this Agreement, rules which it believes to be unreasonable.

ARTICLE IV - UNION ACCESS TO OPERATIONS

The Company agrees that the Grand Lodge Representative, Directing Business Representative, Director, Aerospace Coordinator, Business Representative, Assistant Business Representative or acting Business Representative (hereinafter referred to as Union Representative) will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or insuring the terms and conditions of the Agreement are being complied with. Prior notification must be given to the Site Manager or his designee and such visits shall not unduly interfere with work being performed. Notwithstanding any of the foregoing provisions in this section, the union's right of access to Company operations at Davis-Monthan AFB shall be coordinated, subject to and exclusively controlled by the United States military base security.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. "Grievances" shall mean, and be limited to any dispute arising out of the interpretation or application of any provision of this agreement. Both parties agree to use their best efforts, including informal meetings involving management, supervision, Shop Steward, and the grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps:

Section 2. All grievances beyond Step 1 below, involving employee claims shall be in writing on grievance forms provided by the Union, stating the Article of Agreement violated, and shall be signed by all employees claiming rights there under. In an effort to

adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits;

Step 1: The employee(s), with or without their steward, shall promptly bring a grievance to their shop supervisor within five (5) working days following the event or discovery of the event giving rise to the grievance. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee's shop steward may bring the grievance to the shop supervisor. If such grievance is not settled within five (5) working days then:

Step 2: Within fifteen (15) working days following the event or discovery of the event giving rise to the grievance a written grievance containing the dispute which is claimed to be violated and the remedy requested, must be signed by the employee and submitted by the Shop Steward to the Site manager, or his designee. The Company will reply in writing within ten (10) working days of the Company's receipt of the written grievance. If the written reply is not satisfactory, it may be moved to Step 3.

Step 3: If the grievance is not resolved at Step 2, the grievance must be moved to Step 3 by written appeal to Human Resources within five working days of the Union's receipt of the Company's Step 2 reply. Human Resources or designee, and the Business Representative of the Union, shall meet in person or by telephone within ten (10) working days after receipt by Human Resources of the written appeal. A written reply from the Company Representative will be given to the Union within ten (10) working days after the meeting. If no agreement has been reached within ten (10) working days from the Step Three meeting, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" article.

Section 3. A final decision made with respect to any grievance in the first, second, or third step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent, which shall bind the parties as an interpretation of the Agreement.

Section 4. Any aggrieved employee and Union representative shall have the right to be present at Step one and Step two of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or handle a complaint or grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions outlined above.

Section 5. Upon written request the Local Union or its authorized representative shall have the right to information relevant to the Union's investigation and processing of a

specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.

Section 6. In the interest of the harmonious and orderly disposition of grievances, it is agreed that the grievance procedures herein described shall be strictly followed. Any grievance that is not submitted in accordance herewith shall be considered waived and not subject to arbitration. Any grievance that is not submitted by the Company in accordance herewith shall be considered to have been satisfactorily adjusted as indicated in the remedy by the grievant or the union. It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

ARTICLE VI - ARBITRATION PROCEDURE

Section 1. The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. Such written notice must be given within 30 calendar days from the Union's receipt of the Company's written reply in Step 3. If said notice is not received by the Company within that time period, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

Section 2. In the event the Union or the Company submits a grievance to arbitration, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation Service. The right to first strike a name will be determined by lot; the other party shall then strike a name. This procedure shall continue alternately until one (1) name remains. Provided that if before the lots are drawn either party objects to the entire list provided by the FMCS a new list will be requested and the parties shall select the arbitrator from the new list by the same method above.

Section 3. The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this agreement. The expense and fees of the arbitrator will be borne equally by both parties.

Section 4. Only the Union or the Company may demand arbitration of the other.

ARTICLE VII - NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement will collectively or individually engage in or participate in any strike, picketing, slowdown or stoppage of work during the term of the Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by the Agreement.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such actions.

Section 3. If the reasonable steps attempted in Section 2 do not return the striking employee(s) to work then the employee(s) may be subject to immediate discharge by the Company.

ARTICLE VIII -BULLETIN BOARDS

Section 1. To the extent provided by law, there shall be no distribution or posting by the Union or by the employees of political materials in support of or against any candidate or issue, or other notices, literature or advertisements without prior approval of the site manager other than herein provided.

Section 2. The Company agrees to provide and supply space for (1) bulletin board for the exclusive use of the Union at an appropriate place in the work site for the purpose of legitimate Union notices. Legitimate Union notices are defined as:

- a. Notices of meetings.
- b. Notices of official Union elections and results
- c. Notices of official Union appointments.
- d. Official notices of Union recreational and social events.
- e. Official correspondence between the union and the employees.
- f. Such other matters as may be mutually agreed upon.

Other notices which are specifically approved in writing by the Site Manager. The Company will respond within five (5) days. Once notice has been approved the Company shall not remove, alter or modify posting on the bulletin board.

ARTICLE IX - BARGAINING UNIT WORK

Section 1. Employees excluded from the bargaining unit as defined in Article I (Recognition) may perform necessary work normally performed by bargaining unit employees, as may be required for purposes of instruction, the development or testing of new equipment, and any other work deemed by the Company to be outside the scope of the normal production work. The Company agrees that none of the above circumstances will cause a bargaining unit employee to be laid off, replaced or displaced from the bargaining unit nor shall it cause any bargaining unit employee to be excluded from overtime or job position.

Section 2. Current Summary Job Descriptions that describe the normal work for the positions of Electronic Technician III and Warehouse Specialist are attached in Addendum A. The Company reserves the exclusive right to change or modify these job descriptions at its sole discretion. However, the Company agrees that it will promptly notify the Directing Business Representative by registered or certified mail at LEAST thirty (30) days in advance of any proposed modifications to the attached job descriptions, and will solicit input from the Directing Business representative prior to implementing any such modifications.

ARTICLE X – SENIORITY

Section 1. Probationary Period: Any employee who has been in a bargaining unit position for ninety (90) calendar days shall be considered a Seniority Employee within the bargaining unit. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure. Except as specifically mentioned in this section, the employer is required to maintain all provisions of this agreement for probationary employees.

Section 2. Definitions:

- a) Seniority is defined as an employee's continuous length of employment within the bargaining unit. The company agrees to the seniority dates of the existing employees in the bargaining unit as shown in Addendum D. Employees entering a bargaining unit position after the date of contract ratification will establish their seniority from the date they enter the bargaining unit.
- b) Seniority will not be broken for: (1) periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall not exceed 12 months in order to maintain seniority. In the case of occupational injuries, continuous seniority will be for the length of the absence.
- c) When two or more employees are hired on the same day, the last four digits of their Social Security number shall then be used for purposes of lay off, recall and promotion, i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day.

Section 3. Loss of Seniority: All seniority of any employee shall terminate if the employee:

- a) Voluntarily resigns,
- b) Is discharged for cause.
- c) Is on layoff status in excess of 12 months.
- d) Refuses recall
- e) Leaves the bargaining unit for a non-bargaining unit position

Section 4. Seniority List: A seniority list by job classification will be maintained by the Company and will be made available to the Union upon request or semi-annually. The Company will also furnish a list to the Union reflecting new-hires or rehires/recalled,

their classification, their date of hire, and termination or layoff dates or other dates of leaving the bargaining unit as they occur.

Section 5. Layoff: In any layoff the least senior employee affected shall be laid off first. The company shall notify affected employees as soon as the facts are known to the Company of upcoming layoffs, but not less than two (2) weeks notice and/or two (2) weeks pay in lieu thereof.

Section 6. Recall: Employees will be recalled in reverse order of layoff. The Company will send recall notices, by certified mail, to employee's last official address. The employee has five (5) working days after receipt of such notice but no later than fifteen (15) calendar days from the date of mailing, to accept reemployment.

ARTICLE XI – BUSINESS RELATED TRAVEL

Section 1. Employees who travel more than 25 miles from the work site to perform authorized work for the Company will be furnished transportation designated by the Company. Air travel will be on the carrier designated by the Company. All air travel will be coach/economy/tourist class. Employees may be authorized to use their personal cars (POV) and will be reimbursed for travel at the appropriate government (i.e. IRS) rate. All allowable travel expenses will be reimbursed in accordance with Company Travel Policy.

Section 2. Employees traveling on Company business more than 25 miles from the work site on days other than their regularly scheduled work days or on the same day after working their regularly scheduled workday will be paid actual travel time at the applicable hourly working rate. Travel to and from an airport will be considered travel time.

ARTICLE XII - HOURS OF WORK

Section 1. The workweek shall consist of seven consecutive twenty-four days beginning at 12:01am Saturday.

Section 2. The standard workweek shall normally consist of five (5) consecutive days Monday through Friday eight (8) hours a day and two (2) consecutive days off. Should the customer requirements mandate a need for a modified workweek or at the start of a new shift, the Company reserves the right at its sole discretion to modify the schedule to accommodate the request.

a) Should the Company elect to modify the workweek or at the start of a new shift, and circumstances allow, the Company shall notify the shop steward and the employees seven (7) days in advance.

b) Qualified employees shall be transferred to the modified workweek or at the start of a new shift on a voluntary basis commencing with the most senior

qualified employee. In the event the required number of employees is not obtained on a voluntary basis, then the qualified employee with the least seniority shall be transferred.

Section 3. Workday: The workday shall consist of a 24-hour period beginning at the start of an employee's assigned shift.

Section 4. The starting times for the workdays shall normally be as follows:

1 st shift	0700-1600
2 nd shift	1500-2330
3 rd shift	2300-0730

Section 5. The Company will permit all employees to take a ten (10) minute paid rest period the first half of an eight (8) hour shift and a ten (10) minute paid rest period during the second half of an eight (8) 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.

Section 6. Each employee on 1st shift shall have an unpaid lunch period of sixty (60) minutes during the shift, and each employee on the 2nd and 3rd shift shall have a lunch period of thirty (30) minutes during the shift.

Section 7. When an employee is called and reports back for additional work after he has completed an eight hour shift and departed from Davis-Monthan AFB, he shall receive a minimum of 4 hours pay at the applicable working rate unless the employee opts to leave when the additional work is completed.

Section 8. When an employee is not scheduled, and is called and reports for work, outside his scheduled work-week, he shall receive a minimum of 4 hours work or 4 hours pay at the applicable working rate unless the employee opts to leave when the work is completed.

Section 9. The Company may allow an employee to take flexible time off. Time must be made up within the same workweek.

ARTICLE XIII – OVERTIME

Section 1. When the Company determines that an employee must perform work on an overtime basis, the following shall apply:

Section 2. All time worked in excess of forty (40) hours worked in the workweek will be paid at one and one half (1.5) times the straight time wage rate. Holidays will be paid at one and one half (1.5) times the straight time wage rate. On Holidays the employees will still receive their standard rate of pay.

Section 3. There shall be no pyramiding of overtime pay, and nothing in this Agreement shall be considered to require the payment of overtime pay more than once for the same hours worked.

Section 4. Available overtime shall be rotated and equalized among the qualified volunteers. If no qualified volunteers are available to work the necessary overtime, then overtime will become mandatory and assignment shall be by seniority order beginning with the least senior qualified employee.

ARTICLE XIV - DIFFERENTIAL

Section 1. Shift premiums- for Employees assigned 2nd shift shall be paid 8% of hourly base rate. Employees assigned to third shift shall be paid 10% of hourly base rate.

Section 2. Temporary Replacement- Emploeyss designated as Temporary Team Leaders by management shall receive a differential pay of \$1.00 per hour for each hour worked in that capacity.

ARTICLE XV - LEAVES OF ABSENCE

Section 1. Personal Leave - After one year of employment and at the discretion of the Company, based on production needs, employees may be granted an initial Personal Leave of Absence not to exceed 30 calendar days. Extension of this initial leave may be granted for thirty (30) day periods provided there are good and sufficient reasons, acceptable to the Company and documented as necessary. Any request for extension of a leave must be submitted and approved at least five (5) working days prior to the expiration of the current personal leave. Employees must use all earned PTO and not be eligible for FMLA leave before consideration will be given for personal unpaid leave of absence. Such leave must be requested in writing and approved by the Site Manager through the employee's supervisor. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5) calendar days prior to the date the leave would commence, except in cases of emergency.

Section 2. If an absence is occasioned as the result of a serious injury, illness or pregnancy requiring absence from work for treatment and convalescence, a certificate of fitness from a reputable physician must be furnished to the site manager prior to return to work. The company at their expense may require a physical examination, by a reputable physician, of an employee upon expiration of the employee's leave of absence granted for illness, accident or pregnancy to determine the employee's fitness to return to work. "Fitness to return to work" shall mean that the individual is capable of performing essential elements of the job, with or without reasonable accommodation.

Section 3. Short Term Military Annual Leave. Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed a maximum of one-hundred twenty (120) hours each fiscal year, provided the employee furnishes the Company a copy of their military

orders at the time the leave is requested. Such leave of absence shall be referred to as military leave. If vacation is elected to be used for military leave, that vacation time will be paid at the regular rate without deductions for military pay. If vacation is not taken, that person will be paid the difference between their military base pay and their normal base pay. Military pay will not be paid for weekend training duties (Saturdays and Sundays). If an employee is called to full time active duty for other than annual training in excess of the 120 hours stated above, that person will be paid the difference between their military base pay and their normal base pay for twelve (12) months. Additionally, their medical benefits will continue as provided by the Company for that twelve (12) month period.

Section 4. The company agrees to extend the benefits of the Federal Family Medical Leave Act to eligible bargaining unit employees. The Company's current FMLA policy is attached hereto as Addendum C.

Section 5. Failure to Return to Work from Leave of Absence. Failure to return from a leave of absence on the first scheduled workday following the expiration date of said leave, will result in termination of the employee, except in extenuating circumstances involving reasons acceptable to the Company. Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted.

ARTICLE XVI - ASSIGNMENT OF SHOP STEWARDS

Section 1. It is hereby understood and agreed that the Union may assign one Shop Steward per shift and one (1) Shop Steward alternate at large to represent Bargaining Unit employees. The alternate Shop Steward shall only act in the absence of the Shop Steward. The Union shall notify the Company in writing on Union letterhead of the individuals so selected in this capacity.

Section 2. It is understood that Stewards have full-time job duties to perform as employees and that they shall keep time spent in handling grievances to a minimum. Time spent by the Shop Steward(s) in performance of Union business during working hours shall be paid by the Employer.

Section 3. Should a Steward be required to leave his/her job to investigate potential and/or handle a grievance, he/she shall first inform his/her Supervisor, and shall report to his/her Supervisor upon returning to work. When a Steward makes the effort to comply herein, permission to leave the job to investigate and/or handle a grievance shall not be unreasonably withheld.

Section 4. No Union Representative will be restrained, coerced, intimidated or discriminated against because of activities performed on behalf of the Union nor will Union Representatives be denied any rights or privileges otherwise entitled to him for serving as a Union Representative.

ARTICLE XVII - GENERAL

Section 1. Safety Shoe Allowance - Effective January 1, 2006, the Company shall pay Technicians \$120.00 for the Safety Shoe allowance. On every other year thereafter, the Company shall pay each current Technician \$120.00 for a safety shoe allowance. For new employees these amounts will be paid to the aforementioned classification on their hire, and every other anniversary date of their hire thereafter. Prior to the payment of these monies the Company shall stipulate the proper safety standards to be utilized for shoe purchase.

Section 2. Security Clearance - Nothing in this Agreement shall require the Company to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to who have been denied or lost a required security clearance. However, if sufficient work is available, the Company will consider assigning such an employee in his job title to an area for which he is qualified and a clearance is not required. Any disputes arising out of this section are not subject to the grievance and arbitration procedure.

Section 3. The Company may reward employees with an achievement bonus if in the Company's opinion the employee has exceeded expectation, as outlined in the company policy.

ARTICLE XVIII – SAFETY

Section 1. Health and Safety - The Company will continue to comply with the applicable State, Federal OSHA and AFOSHSTD requirements and make reasonable provisions for the safety and health of employees. The Union shall have the right to confer with the Company regarding these matters. The Company will provide such tools and personal protection equipment as required to perform daily operations in a safe manner. No employee shall be required to perform work that involves an imminent danger to his/her or any other employee's health or physical safety once a complaint has been lodged with his/her supervisor. An employee's refusal to perform work which is in violation of established health and safety laws shall not warrant disciplinary action.

Section 2. To ensure safety the Company will continue to provide for the participation of a Bargaining Unit employee on the safety program administered by the Air Force.

ARTICLE XIX- DEDUCTION OF UNION FEES AND PROCEDURES

Section 1. Fees Deduction.

The Employer will deduct an amount equivalent to Union monthly membership dues, initiation fees, and reinstatement fees from the wages of employees provided the employees have executed a written authorization provided by the Union. The authorization and assignment is voluntarily made in consideration for the cost of

representation and collective bargaining and is not contingent upon present or future membership in the union.

NAME _____

DEPARTMENT AND PAYROLL NO. _____

SOCIAL SECURITY NO. _____

FEES DEDUCTION
AUTHORIZATION AND ASSIGNMENT

TO: L-3 Communication Integrated Systems Company

(Herein called the "Employer")

You are hereby authorized:

1. To deduct from my wages each month such sum as shall have been certified by Old Pueblo Lodge No. 933, International Association of Machinists and Aerospace Workers (herein called the "Union") as is equivalent to the Union's regular monthly membership dues, including initiation fee and/or reinstatement fee if payable. Such deduction shall be made in accordance with the provisions of the Collective Bargaining Agreement between the Employer and the Union.

2. To remit all sums so deducted to the Secretary- Treasurer of the Union.

This authorization and assignment shall be irrevocable for a period of one (1) year from the date hereof, or until the termination date of the applicable Collective Bargaining Agreement, whichever occurs sooner, and shall automatically be renewed as an irrevocable assignment and authorization for successive yearly or applicable Collective Bargaining Agreement periods thereafter, whichever is the lesser unless I give written notice, by certified mail, of revocation to the Company and to the Union not more than twenty (20) and not less than five (5) days prior to the expiration of each yearly period or of each applicable Collective Bargaining Agreement, whichever comes sooner. I expressly agree that this authorization shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

Contributions or gifts to Old Pueblo Lodge 933, International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

DATE _____

EMPLOYEE SIGNATURE _____

WITNESS SIGNATURE _____

Section 2. Current Authorizations.

Subject to the foregoing, any deduction authorizations executed by employees prior to the effective date of this agreement, which are on that date current and in effect, shall be considered valid and in full force and effect under and subject to the terms and provisions of this agreement.

Section 3. Deduction Procedure.

Deductions will be made from an employee's wages, provided:

- (a) That the Union has delivered to the Company not later than the 23rd day of the preceding month the written authorization provided above.
- (b) The employee is on the Company payroll on the first day of the month.
- (c) That the employee is in the bargaining unit on the first day of the month.
- (d) That the Union has certified to the Employer in writing not later than the 23rd day of the preceding month the dollar amount to be deducted from each employee's wages.

Section 4. Pick-up Deduction.

In the event an employee's wages earned during a payroll period in any month, after mandatory and other authorized deductions, are insufficient to cover the authorized Fees Deduction, the Employer will deduct the amount owing from the next payroll period in which wages due are sufficient, after mandatory and other authorized deductions are made unless advised in writing by the Union not to make such Pick-up Deduction. The Employer will only make Pick-up Deductions for any unpaid fees up to but not exceeding the eight- (8) payroll deduction periods immediately preceding the date the Pick-up Deduction is attempted in accordance with this provision.

Section 5. Remittance and Statement to the Union.

The Employer shall, on or before the 15th day of each month, furnish to the Union Secretary-Treasurer a written statement for the preceding month covering the following:

Total amount of fees deducted; Name and payroll number of employees from whose wage, deductions have been made; Name and payroll number of employees from whose wage, no deductions were made; The Employer shall, at the same time, remit to the Union Secretary-Treasurer its check for the amounts so deducted.

Section 6. Cancellation of Deduction Authorizations.

Employees wishing to cancel their individual dues deduction authorization and assignment may do so at the following times:

1. Not less than five (5) calendar days nor more than twenty (20) calendar days prior to the yearly anniversary date of the authorization they have on file with the Company.
2. In the year the current Labor Agreement expires, not less than five (5) calendar days nor more than twenty (20) calendar days prior to the expiration date of the contract.
3. Cancellation to become effective as of the first day of the calendar month following the end of such irrevocable period of the dues deduction authorization and assignment on file with the Company and the Union.

Section 7. Indemnification. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company for the purpose of complying with any provisions of this Article.

Section 8. Union Security Agreement. During the life of this agreement, should the union demonstrate that the bargaining unit work is being performed on a Federal Enclave, the Company and the Union agree to meet and negotiate a mutually satisfactory union security agreement.

ARTICLE XX- SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the contract as identified in Article I, the Company shall be released from all obligations on the project(s) so affected under this Agreement.

ARTICLE XXI - SUBSTANCE ABUSE POLICY

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Company, Union and employees.

Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. The Company's current plan is attached hereto as Addendum B. Pre-employment drug testing is a condition of employment.

ARTICLE XXII – WAGES

Section 1. The wage rates listed below will be effective for the term of this Agreement and apply to all Bargaining Unit employees at the Company's Davis Monthan Air Force base Tucson, Arizona facility. An employee's regular rate of pay, excluding all premiums and differentials agreed to in this Agreement, shall be defined as his/her Base Rate. This Base Rate will be increased annually as designated below. These increases will be effective on the dates indicated in this Agreement.

Section 2. Wages.

1. Effective on the first full pay period after **January 1, 2010**, all bargaining unit employees shall receive a General wage increase of **3.0%** of the employee's Base Rate as of that time, **rounded to the nearest cent.**

Effective on the first full pay period after **January 1, 2011** all bargaining unit employees shall receive a General wage increase of **3.0%** of the employee's Base Rate as of that time, **rounded to the nearest cent.**

Effective on the first full pay period after **January 1, 2012**, all bargaining unit employees shall receive a General wage increase of **3.5%** of the employee's Base Rate as of that time, **rounded to the nearest cent.**

2. All bargaining unit employees shall receive a lump sum ratification bonus of \$750.00, subject to ratification on the initial ratification vote by the membership.

Section 3. Wage Scale. The following scale applies to current bargaining unit employees:

January 1, 2010

Wage Scale	Min	Max
Electronic Technician III	\$19.31	\$27.81
Warehouse Specialist	\$17.04	\$24.72

January 1, 2011

Wage Scale	Min	Max
Electronic Technician III	\$19.31	\$28.64
Warehouse Specialist	\$17.04	\$25.46

January 1, 2012

Wage Scale	Min	Max
Electronic Technician III	\$19.31	\$29.64
Warehouse Specialist	\$17.04	\$26.35

Section 4. In the event the applicable Area Wage Determination issued by the Secretary of Labor for the above job titles is increased and published, those wages will at the time of publication, become the minimum wages for the job titles covered in this bargaining Agreement.

ARTICLE XXIII – HOLIDAYS

Section 1. Bargaining Unit employees shall be paid eight (8) hours straight time pay for the following holidays observed when not worked:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Any holiday falling on a Saturday or Sunday will be celebrated on the day set by the Federal Government.

Section 3. If an employee is on an approved vacation in a week in which a Holiday falls, time will be charged to Holiday rather than vacation.

Section 4. Any additional day designated by Presidential Executive Order that is observed as a day off by the Air Force will be observed as a paid time day off.

Section 5. Any other days off observed by the Air Force may be granted at the sole discretion of the Company as Paid Time Off based on production requirements.

ARTICLE XXIV - SEPARABILITY

Section 1. Should any part of this Agreement or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of any such part or portion of this agreement shall not invalidate the remaining portions herein and those remaining portions shall remain in full force and effect.

Section 2. The Company and the Union, within thirty (30) days of knowledge of such an occurrence shall discuss the impact of such actions. If either party desires to negotiate a new provision regarding the affected portion, then that party may serve notice upon the other, in writing, of its desire to negotiate the provision of the Agreement affected by such legislation or court decree. The parties shall meet within thirty (30) days of the presentation of the written notice to negotiate changes to the Agreement. Any mutually agreed upon modifications or changes to this Agreement brought about by the above negotiations shall be in writing and signed by the parties.

ARTICLE XXV - PAID TIME OFF (PTO)

Section 1.

<u>Seniority Years</u>	<u>PTO Credits</u>	<u>Employees</u>
0 thru 4	Hours per year	120
5 thru 9	Hours per year	160
10 thru 14	Hours per year	176
15+	Hours per year	200

Section 2. In scheduling PTO the company will attempt to meet the desires of the employees, but all PTO scheduling shall be subject to the work requirements. When other factors are equal, preference in scheduling PTO shall be given by seniority.

Section 3. Terminating employees will be paid accrued PTO minus any taken.

Section 4. PTO taken during the normally scheduled workweek will be counted as time worked for the purpose of calculating the hours after which overtime shall be paid during that workweek.

Section 5. Newly hired probationary employees may not use accrued PTO until they successfully complete their probationary periods. An employee who fails to complete their probationary period will not receive payment for accrued PTO.

Section 6. An employee may carry over up to and including 40 hours of PTO from one year to the next to be paid at the employee's base rate.

Section 7. Any exception to the maximum 40 hour limitation will be administered in accordance to company policy.

ARTICLE XXVI – JURY DUTY

Necessary time off shall be allowed for service as a juror. Compensation will be the difference between payment received for jury duty and the payment for straight-time hours missed in their job classification. This pay shall not exceed forty-five (45) days in a twelve (12) month period. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply. Employees required to work shift work will be considered as assigned to day shift for the duration of jury duty and shall receive payment as outlined above. Employees summoned to jury duty that are released by the Court with less than four (4) hours service shall return to work. No payment will be made for jury duty performed on an employee's scheduled day off.

ARTICLE XXVII – BEREAVEMENT LEAVE

Section 1. Full time employees with the Company shall be given up to three (3) paid workdays off **for the death of an immediate family member**. The Company may grant two (2) additional workdays off under terms outlined in Article XV Leave of Absence or Article XXV-Paid Time Off. “Immediate family” shall be considered as follows: spouse, parent, parent of spouse, legal guardian, child, brother, sister, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, grandchild, grandparent, and grandparent of spouse, brother and sister of spouse and guardian of spouse.

Section 2. Employee may be required to provide proof of claim.

ARTICLE XXVIII – TRAINING

The Company recognizes the importance of a well-trained workforce to successfully support the Customer’s missions. Training and certification expenses based on business requirements will be borne by the Company, and will include reimbursement of any lost wages incurred from attending training required by the Company.

ARTICLE XXIX - BENEFITS

Section 1. Insurance Plans and other employee benefits have been agreed to by the parties which include: Medical, Dental, Short Term Disability, Long Term Disability, 401(k), L-3 Employee Stock Purchase Plan (ESPP), Life Insurance, Accidental Death and Dismemberment, HCRA/DCRA, Family Medical Leave Act (FMLA), Long Term Care, and Education Assistance. The parties agree that the specific provisions and procedures governing eligibility, enrollment, and benefit coverage for the aforementioned plans, shall be the same as the provisions and procedures of the benefit plans for the salaried non-represented employees of L-3 Communications Integrated Systems, L.P. working at its Davis-Monthan United States Air Force Base, Tucson, Arizona. For the duration of this agreement, any changes to the salaried plans will apply equally to employees covered under the Collective Bargaining Agreement. Should there be any inconsistency or misunderstanding, the Legal Plan Document and specific vendor contracts regarding each benefit plan shall govern. However, in the event the Company changes the aforementioned plans or employee benefits, the Company will provide reasonable advance notice to the Union and, upon request, meet to discuss such changes.

Section 2. For those bargaining unit employees electing to purchase Medical and Dental insurance the Company will pay **80%** of the plan cost and the employee will pay **20%** of the plan cost for dependent and family coverage.

ARTICLE XXX –I.A.M. NATIONAL PENSION PLAN

Section 1. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day or portion thereof to a maximum of 40 hours per work week

and to a maximum of 2080 hours per calendar year for which employees in all classifications covered by this Agreement are entitled to receive pay under this Agreement. The effective dates and daily contributions are as follows:

\$0.90 per hour effective January 1, 2010

\$1.00 per hour effective January 1, 2011

\$1.10 per hour effective January 1, 2012

Section 2. The Company shall continue contributions based on a forty (40) hour work week while an employee is off work in pay status due to paid vacation, paid holidays, or other paid time off covered by this agreement.

Section 3. Contributions for new employees shall be payable from the first day of employment.

Section 4. The Union and Company will adopt and agree to be bound by, and hereby assent to, 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.

Section 5. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may by mutual agreement increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

Section 6. The Article contains the entire Agreement between the parties regarding pension 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 Pension Fund.

ARTICLE XXXI - WRAP UP

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.

Summary Description

Electronic Technician III

Primary responsibilities:

Performs a wide variety of technical tasks in support of processes, engineering, quality control, calibration, laboratories, production/test environment, line maintenance and/or chemical handling and field operations at Davis Monthan Air Force Base. Tests, troubleshoots, repairs, maintains and installs a wide variety of electronic, electromechanical, mechanical, computer, laboratory and scientific systems and/or equipment. May assist in the development of procedures. Selects, sets up and operates engineering and scientific equipment. Works with state-of-the-art AC/DC circuits, semiconductors, integrated circuits, hybrids, integrators, differentiators, operational amplifiers, audio and RF oscillators, digital logic circuits, signal tracing and troubleshooting. Observes, analyzes and reports test data; and when appropriate makes necessary repairs to equipment. Utilizes various engineering and scientific drawings, including blueprints, handbooks, schematics, and primary design drawings, wiring diagrams, sketches, technical manuals and bulletins. May include configuration/data management. Checks for work correctness.

Summary Description

Warehouse Specialist

Primary responsibilities:

Performs a wide variety of tasks relating to the incoming and outgoing of materials, merchandise or equipment. Duties include receiving, shipping, procurement and inventory/material control. Performs manual and/or clerical duties that may utilize computers involved in receipt or preparation of materials for shipment. May operate vehicles to transport passengers, material or merchandise. May compile and compute freight rates and other charges for transportation services. Traces shipments. May be responsible for government and company property tracking and control. Calculates and records storage and other applicable charges. Performs a wide variety of planning, scheduling, coordinating and assisting in scheduling and prioritizing activities in assigned areas. Working from program/project status reports, work or delivery schedules and/or manifests, checks and verifies data, identifies items to be posted, identifies related areas that are affected and records information. Analyzes and reconciles data. Investigates inconsistencies. Determines and communicates impacts to affected individuals, and initiates and takes corrective action. Prepares reports and summaries. Replies to inquiries. Draws attention to important items and actual or potential problems and assists in developing solutions.

Substance Abuse Policy

DIRECTIVE

1. PURPOSE

To establish a consistent program for the control and reduction of drug and alcohol abuse, stress the Company's strong opposition and outline the procedures within L-3 Integrated Systems (L3/IS). The policy is established in conjunction with the L-3 Corporate policy #305.

2. AFFECTED AREAS

All work sites of L-3 Integrated Systems

3. GENERAL

3.1. Policy

3.1.1. It is the Company's intent to maintain a safe, healthful, and productive workplace. To aid in this, a program of identification, referral, and treatment will be conducted for employees involved in drug and alcohol abuse. Concurrently, stringent rules will govern substance abuse related behavioral problems and medical disorders, as well as the unlawful manufacture, use, sale, purchase, transfer, concealment, or possession of drugs or alcohol on Company premises or while on Company business.

3.1.2. The Company recognizes drug and alcohol abuse as ranking among the major health hazards of the world. It further recognizes the debilitating consequences such abuse can inflict on employees, families, and the Company. Therefore, it is Company policy not to tolerate (to prohibit):

- a.) The unlawful manufacture, use, sale, purchase, transfer, concealment, or possession of illicit drugs by employees on Company premises or while on Company business.
 - b.) The presence in any detectable amount of any illicit drug in an employee while on Company premises or while on Company business.
 - c.) The use of any drug including alcohol where such use adversely affects the employee's job performance, the productivity of other employees, or the safety of the employee, other employees, or members of the public.
 - d.) The unauthorized sale, possession, and/or use of alcohol on Company premises.
 - e.) Arriving at or being on Company premises and/or reporting for offsite duty under the influence of drugs or alcohol.
 - f.) The abuse of prescription drugs, taken other than as Physician prescribed and taken only for the diagnosis for which the Physician prescribed the medication.
- Prohibition enforcement may entail employment termination for the above offenses.

3.1.3. Record retention requirements are as follows:

- a.) All drug test records will be retained for one year by the laboratory.
- b.) Records of drug screening will be retained for a minimum of four years.

- c.) Copies of the laboratory's report on positive test results will be retained until five years after the termination or retirement of an employee, or the rejection of an applicant.
 - d.) Records of any legal claim will be retained until the matter is resolved.
- 3.1.4. This policy is to be implemented in worldwide operations. Where legal or extralegal obligations or common business practices in international operations conflict with the scope of this policy, the principles and intent of this policy should be followed as closely as possible.
- 3.2. Definitions
- 3.2.1. Alcohol includes alcoholic beverages and other intoxicating substances.
- 3.2.2. Company Premises is used in the broadest sense and includes all Company property, facilities, land, offices, lodging quarters, buildings, structures, trailers, equipment, aircraft, automobiles, trucks, vehicles, and parking areas whether owned, leased, or under control of the Company; additionally, includes other work locations, such as the job site of a customer, supplier, subcontractor, or associate contractor, or the travel to and from those locations while on Company business.
- 3.2.3. Drugs and Illicit Drugs used in this policy refer to and include all drugs, controlled substances, mood or mind altering substances, "look alike" substances, designer and synthetic drugs, and certain inhalants, any of which have not been prescribed by a licensed physician/dentist for the person taking or in possession of the drug or substance, or which have not been used as prescribed.
- 3.2.4. Random Employee Testing is testing "by lot" or "sampling."
- 3.2.5. Reasonable Suspicion is a belief based upon objective facts sufficient to lead a prudent person to suspect an occurrence is or has taken place.
- 3.2.6. Selective Group Testing relates to drug screening of all employees in a definable group or unit.
- 3.2.7. Under the Influence means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or the obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.
- 3.3. Directions
- 3.3.1. The Company will take measures to:
- a.) Deal with drug and alcohol abuse through employee assistance programs (EAP) involving counseling, referral, and rehabilitation for employees and eligible dependents who voluntarily seek such assistance.
 - b.) Promote drug awareness among managers and employees.
 - c.) Train management to recognize signs of drug and alcohol abuse and to take appropriate action upon such recognition.
 - d.) Screen all applicants for drug usage prior to employment. The site medical facilities or a selected off-site vendor will conduct testing to assure documented procedures are adhered. Offers of employment will not be extended to applicants with confirmed positive drug test. There will be no exceptions to this policy.
 - e.) Provide for individual or selective group testing of current employees where job performance, safety, or other considerations exist or in the event of reasonable suspicion of drug or alcohol abuse. Random employee testing programs require

the written approval of the Vice President and General Manager and the Vice President, Corporate Relations.

f.) Provide for search and inspection procedures to be used for the purpose of determining the presence of any and all prohibited items referred to by this directive. Procedures will provide for reasonable searches of employees and any personal property located on Company premises including, but not limited to, desks, lockers, lunch containers, briefcases, and private vehicles. In the event outside specialists are used, searches will be made in the presence of Company representatives. All searches will be performed with concerns for the dignity and personal privacy of employees and/or other individuals involved.

g.) If supervision determines reasonable suspicion exists that an occurrence of substance abuse has taken place, such suspicion should be confirmed by two levels of management. If both supervisors feel action may be warranted, the Director Employee Relations/EEO and Safety must be contacted for approval to conduct drug or alcohol testing. Arrangements may be made for testing, and supervision and Human Resources will take appropriate action to ensure the employee is removed from the workplace.

3.3.2. An employee must notify Human Resources of any criminal drug statute conviction no later than five days after such conviction. After notification of such conviction, Security will notify the appropriate Government Contracting Officer within ten days.

3.3.3. This program will not serve to modify or preempt the Company's adherence to its employment-at-will policy.

4. COMPANY DISCRETION

Although employees are expected to abide by this directive, this directive is not intended to be contractual in nature. It may be modified by the Company without prior notice at any time for any reason at the sole discretion of the Company.

5. ORGANIZATION ACCOUNTABLE FOR DOCUMENT

Human Resources

6. REFERENCE

Corp Policy 305 Substance Abuse Policy and Control Program D1226 Employee Assistance Program

Family and Medical Leave

1.0 POLICY

Under the Family and Medical Leave Act of 1993 (FMLA), eligible employees are permitted to take an unpaid leave of up to twelve (12) weeks in any twelve (12) month period. Medical and other insurance benefits will continue on the same basis as for active employees during the leave period. Upon returning to work from a FMLA leave, employees will be restored to their previous jobs at the same rate of pay or to an equivalent position with equivalent pay in accordance with FMLA provisions. Employees eligible for FMLA leave must have completed one year of service and a minimum of 1,250 paid hours during the previous twelve (12) month period. FMLA leave is unpaid, except that employees who (a) have accrued but unused vacation days will be required to take them as part of the FMLA leave or, (b) are certified as being disabled may receive disability benefits in accordance with L-3 Communications' Disability Policy.

2.0 PROCEDURE

FMLA leave may be taken for up to twelve (12) weeks in any twelve (12) month period. A twelve (12) month period is measured forward from the date an employee's first leave occurs. While on FMLA leave, medical and other benefit insurance will continue on the same basis as for active employees. This means employees on an approved FMLA leave will be required to pay their regular monthly benefit contributions via their personal check to L-3. If an employee fails to make timely benefit contribution payments, L-3 Communications' obligation to maintain insurance coverage will end once the payment is over 30 days late. If employees voluntarily do not return to work from a FMLA leave or who return for a period of less than 90 days will be asked to reimburse L-3 Communications for benefit contribution payments paid on their behalf. FMLA leaves will be granted for the following reasons upon application and 30-days' notice when the need for leave is foreseeable:

- > For the birth or placement of a child for adoption or foster care (Leave must be taken within 12 months of the birth, adoption or foster care placement.);
- > To care for an immediate family member (spouse, child or parent) with a serious health condition (Employees are required to provide medical certification from a licensed physician of the family member's serious condition as well as the need for the employee to provide care); or
- > The inability of an employee to work because of a serious health condition. (FMLA requires a serious health condition as rendering the employee unable to perform the essential functions of higher position. Employees are also required to

provide medical certification from a licensed physician of their serious health condition in addition to filing for their statutory disability benefits.)

L-3 Communications, at its sole discretion, may ask for a second opinion and, in certain situations, a third opinion.

Under certain circumstances, when medically necessary, FMLA leave may be taken on an intermittent basis or through a reduced work schedule. Employees must coordinate with their immediate supervisor or department manager to schedule their leave so as not to disrupt business operations. With L-3 Communications approval, FMLA leave may be taken on an intermittent basis or through a reduced work schedule because of the birth, adoption or foster care placement of a child. L-3 Communications may assign employees to alternative positions with equivalent pay and benefits to better accommodate intermittent leave or a reduced work schedule. In instances where both spouses are employees of L-3 Communications, FMLA leave for birth or adoption or the care of a sick parent is limited to a total of twelve (12) weeks by either spouse. If the leave is requested for a sick child or of the other spouse, or for their own illness, then each spouse is entitled to twelve (12) weeks of FMLA leave. In situations where FMLA leave is requested by a highly paid "key" employee as defined by the FMLA, L-3 Communications may consider whether "substantial and grievous economic injury" would result from the requested FMLA leave. If L-3 Communications determines that it would suffer substantial and grievous economic injury, L-3 Communications will proceed as follows:

- > Notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take leave under this policy:
- > Notify the employee as soon as L-3 Communications determines to deny job restoration and provide the reasons for this decision: and
- > Offer the employee a reasonable opportunity to return to work from leave after giving this notice. Detailed discussions will be conducted with the employee at the employee's request for leave under this policy.

Addendum D

Employee Clock	Social 4 Digits	Employee Last Name	Employee First Name	Unit Date	Signature
510447		Azzone	Thomas	28-Jun-02	
510458		Tellup	John	28-Jul-02	
510446		Bennett	John	28-Jul-02	
500403		Matheson	Edward	6-Sep-03	
510952		Leahy	David	12-Jan-04	



Integrated Systems
10001 Jack Finney Blvd. Greenville, TX 75402
P.O. Box 6056 Greenville, TX 75403-6056

Mr. Robert M. Martinez
Directing Business Representative
International Association of Machinists & Aerospace Workers
Old Pueblo Lodge No. 933
369 West Ajo Way
Tucson, Arizona 85713

Dear Mr. Martinez:

During our recent negotiations we discussed issues and concerns surrounding safety. The company indicated that they agreed with the Union overall good health and safety is important therefore we understand it is the intent of the Company to promote the overall good health and well being of their employees. Pursuant to this, the Company agrees to have:

- Annual Shop Safety for RF leak and alarms checks per AFOSHSTD.
- Diligently and regularly request that the US Airforce fulfill their rightful responsibilities to ensure the facility is clean and maintained.

It is the intent of the Company and the Union to fully cooperate and promote overall good Health and Safety.

Thank you in advance for your timely assistance.

The foregoing letter has been tentatively agreed to by the parties:

/s/ Robert M. Martinez 3/30/05
Robert M Martinez Date
Business Representative
IAMAW, Local Lodge 933

/s/ Mike Akin _____
Mike Akin Date
Director Human Resources
L-3 Communications



June 23, 2005

Bobby Martinez
IAMAW Local Lodge 933
Tucson Arizona

Dear Mr. Martinez,

This confirms our understanding that during the term of the Collective Bargaining Agreement between the Company and the Union, the Company will not place any bargaining unit employees on the Stand By Schedule. Nothing in this memorandum is intended to waive the Company's right to call bargaining unit employees to work per Articles III, VIII and XIV of the Agreement.

/s/ Mike Akin
Mike Akin
Human Resources
L-3 Communication Integrated Systems