

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DOSS AVIATION, INC

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
LOCAL LODGE 751A and DISTRICT LODGE 751**

AT

**FORT LEWIS, WA and Yakima Training Center
(NLRB Case Number 19-RC-15120)**

EFFECTIVE

June 1, 2009 through September 30, 2011



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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PURPOSE OF AGREEMENT.....	3
ARTICLE I General Conditions of Contract.....	3
Section 1- General Provisions	3
Section 2 - Recognition and Exclusive Representation	4
Section 3 - Period of Agreement and Ratification	6
Section 4 -Successors and Assigns.....	6
Section 5 - Right to Manage.....	6
Section 6 – Separability	7
Section 7 - Strikes and Lockouts	7
Section 8 - Security Regulations.....	7
Section 9 – Nondiscrimination	8
ARTICLE II - Union – Company Relations	8
Section 1- Union Stewards.....	8
Section 2 - Business Representatives and Union Officials.....	11
Section 3 - Bulletin Boards and Posting Notices	11
Section 4 - Information Provided to the Union	12
Section 5 – Official Union Business	12
Section 6 - Union Security.....	12
ARTICLE III - Grievance Procedure and Arbitration	13
Section 1 - Definition of Grievance	13
Section 2 - Grievance Procedure	13
Section 3 – Arbitration.....	16
ARTICLE IV - Seniority.....	17
Section 1 - Basis of Seniority & Establishment of Seniority Rights..	17
Section 2 - Layoffs	18
Section 3 - Recall Rights.....	19
Section 4 - Employees Entering Armed Forces	20
Section 5 - Loss of Seniority	21
Section 6 – Promotions	21
ARTICLE V - Employment Conditions	23
Section 1 - Sanitary, Safety and Health Conditions	23
ARTICLE VI - Employee Privileges	25
Section 1 - Vacations	25
Section 2 - Sick Leave	27
Section 3 - Military Reserve Training Leave	28
Section 4 - Bereavement Leave.....	28
Section 5 - Leaves Without Pay	28
Section 6 – Holidays/Family Days	30
Section 7 - Rest and Lunch Periods	31

<u>1</u>	<u>ARTICLE</u>	<u>PAGE</u>
2	Section 8 - Jury Duty.....	31
3	Section 9 - Employee Benefits.....	32
4	Section 10 - Temporary Duty Assignments (TDY).....	32
5	ARTICLE VII - Pay Provisions	33
6	Section 1-Wages.....	33
7	Section 2 – Overtime.....	34
8	Section 3 - Hours and Days of Work.....	34
9	Section 4 - Pay Period	35
10	Section 5 - Report Time and Call-Back Time.....	36
11	Section 6 – Uniforms.....	36
12	Section 7 - Placement in Lower-Rated Classifications	37
13	Section 8 – Stand-by.....	37
14	Section 9 - Effective Date of Economic Improvements.....	37
15	ARTICLE VIII - Job Descriptions.....	37
16	Section 1 - Application of Job Descriptions.....	37
17	APPENDIX A - Base Hourly Rates of Pay	40
18	APPENDIX B - Benefits.....	41
19	Section 1 - Health & Welfare Insurance.....	41
20	Section 2 – 401(k) Deferred Compensation Plan	41
21	APPENDIX C - Occupation Descriptions	42
22	APPENDIX D - IAM National Pension Plan	44
23	APPENDIX E - Dues Check-Off	46

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PURPOSE OF AGREEMENT

This Agreement, entered into by and between Doss Aviation, Inc, (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 751A and District Lodge No. 751 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article I, Section 2, of this Agreement, and the Union as their Representatives.

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The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

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It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

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NOW, THEREFORE, the parties agree as follows:

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**ARTICLE 1
GENERAL CONDITIONS OF CONTRACT**

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Section 1- General Provisions

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(A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning

1 which parties could contract have been considered and disposed
2 of.

3 (B) Any practice of the Company in the past not specifically set out
4 herein is expressly eliminated as a subject for bargaining, and,
5 during the life of this Agreement, may not be raised for further
6 bargaining or negotiations.

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

10 (D) This Agreement can be changed or modified only by a document
11 in writing signed on behalf of both parties hereto by their duly
12 authorized representatives, provided, however, that such
13 changes or modifications are ratified by the membership of the
14 Union. Written agreements regarding interpretations or
15 understandings may be made between the Company and the
16 Business Representative and the Negotiating Committee that do
17 not change or modify the Agreement and shall not require the
18 ratification of the membership.

19 (E) The waiver of any conditions or breach of this Agreement by
20 either party shall not constitute a precedent for any further waiver
21 of such condition or breach.

22 (F) Either party hereto shall be entitled to require specific
23 performance of the provisions of the Agreement. It shall be the
24 duty of the Company and its representatives and the Union and
25 its representatives to comply with and abide by all of the
26 provisions of this Agreement.

27 **Section 2 - Recognition and Exclusive Representation**

28 (A) Definition of Bargaining Unit and Employees Covered by this
29 Agreement.

30 The Company recognizes the Union as the exclusive
31 representative and bargaining agent with respect to rates of pay,
32 wages, hours and other conditions of employment for the
33 bargaining unit comprised of all full time, regular, and part-time
34 fuel services employees of Doss Aviation at the Fort Lewis AFB
35 and Yakima Training Facilities Locations. The word "employee"
36 or "employees", as used in this Agreement, means all employees
37 of the Company employed at the aforementioned sites in job

1 classifications listed in Appendix A of this Agreement and those
2 provided for in Article VIII of this Agreement.

3 (B) Employees Excluded from the Bargaining Unit

4 Excluded are all office clerical employees, professional
5 employees, guards and supervisors as defined by the Act.

6 (C) Non-Bargaining Unit Personnel

7 It is understood and agreed that there are times when non-
8 bargaining unit employees may be required to perform work
9 customarily performed by bargaining unit employees. It is also
10 understood that Supervisors and others will be required to work
11 with tools only to meet requirements under the conditions
12 described in this Article. Therefore, the Company shall have the
13 right to utilize non-bargaining unit employees under one or more
14 of the following conditions:

15 (1) To assist in working a malfunction/discrepancy on fuel
16 truck/fuel farm that must be corrected expeditiously in order
17 to successfully complete fueling activities when bargaining
18 unit employees with the necessary skills are not immediately
19 available.

20 (2) In limited circumstances where the satisfaction of the
21 Company's obligations and responsibilities as a contractor
22 may be jeopardized, when bargaining unit employees with
23 the necessary skills are not immediately available.

24 (3) For instruction and training purposes.

25 (4) For test and/or experimentation purposes.

26 (5) In emergencies.

27 (6) When an employee fails to report to work and other qualified
28 employees are not available. It is agreed that the Company
29 will make a reasonable effort to locate and assign qualified
30 bargaining unit employees to perform the work.

31 (7) The Company will work to cross train bargaining unit
32 employees to the level that eliminates, as much as possible,
33 the need for management to perform bargaining unit work on
34 any frequent or regular basis.

1 **Section 3 - Period of Agreement and Ratification**

2 (A) This Agreement shall be effective June 1, 2009, and shall remain
3 in full force and effect up to and including September 30, 2011,
4 and thereafter from year to year unless written notice to modify,
5 amend, or terminate the Agreement is served by either party
6 upon the other at least sixty (60) days prior to the expiration date
7 of this Agreement.

- 8 ▪ Where not otherwise specified, any reference to "days" in
9 this Agreement shall mean calendar days.

10 (B) Any notice given under this Section shall be deemed to be
11 served by the Union when mailed postage prepaid, registered
12 mail, return receipt requested, or delivered in hand, to the
13 Company's HR Director for service upon the Company, and such
14 notice shall be deemed to be served by the Company when
15 similarly mailed, or delivered in hand, to the assigned Business
16 Representative, of District Lodge 751, for service upon the
17 Union. The date of mailing shown on the registered mail return
18 receipt or the date of written receipt of personal service shall be
19 the controlling date for purposes of Section 3(A) of this
20 Agreement.

21 (C) After the Company and Union negotiation committees have
22 concluded negotiations of amendments and modifications to the
23 Agreement, all such amendments and modifications must be
24 accepted or rejected as a whole (without acceptance or rejection
25 of parts thereof) by the Company and the Union.

26 **Section 4 - Successors and Assigns**

27 This Agreement shall be binding upon the Company and its
28 successors, assigns or future purchasers and all of the terms and
29 obligations herein contained shall not be affected or changed in any
30 respect by the consolidation, merger, sale, transfer, or assignment of
31 the Company or any or all of its property, or affected or changed in
32 any respect by any change in the legal status, ownership, or
33 management of the Company.

34 **Section 5 - Right to Manage**

35 The Company has, and will retain, the sole and exclusive right to
36 manage the business and direct the workforce, including, but not
37 limited to, the right to plan, direct and control all business and work
38 operations, discipline, suspend or discharge for just cause, to hire,
39 promote, demote, classify, reclassify, reassign, transfer and layoff.

1 Any of the rights, powers and authority not specifically abridged by
2 the Agreement are retained by the Company. Any claim that the
3 Company has exercised such right and authority contrary to the
4 provisions of this Agreement may be taken up as a grievance.

5 **Section 6 – Separability**

6 (A) Should any part hereof or any provisions herein contained be
7 rendered or declared invalid by reason of any existing or
8 subsequently enacted legislation or a decree of a court of
9 competent jurisdiction, such invalidation of such part or portion of
10 this Agreement shall not invalidate the remaining portions hereof
11 and they shall remain in full force and effect.

12 (B) The Company and the Union shall, within thirty (30) days,
13 negotiate the provision of the Agreement affected by such
14 legislation or court decree. Any modification or changes to this
15 Agreement brought about by the above negotiations shall be in
16 writing and signed by the parties hereto.

17 **Section 7 - Strikes and Lockouts**

18 (A) The Union, (its officers, agents and members) agrees that for the
19 duration of this Agreement it shall not cause, engage or condone
20 any strike (including sympathy strike) slowdown or stoppage of
21 work or any acts of any nature which would interfere with the
22 Company's ability to provide uninterrupted service to the United
23 States Government except as provided for in this Agreement. If
24 the Company believes a violation of this Section has occurred
25 the Company shall notify the Union of the alleged violation. In
26 the event the Union has not sanctioned any strike actions it shall
27 notify employees that no strike activity has been sanctioned by
28 the Union. After employees are notified by the Union that a
29 strike has not been sanctioned by the Union, the Company may
30 discipline any employee(s) who fail to comply with the provisions
31 of this Article. The Company agrees that it will not cause or
32 engage in any lockout for the duration of this Agreement.

33 (B) In the event of a violation of this Section, the Union, (its officers,
34 agents, and members) collectively agree that it will use its best
35 efforts to end such prohibited conduct.

36 **Section 8 - Security Regulations**

37 (A) The parties to this Agreement hereby recognize the Company's
38 obligations in its contracts with the Government pertaining to
39 security, security clearances, and access to Government-

1 managed property, and agree that nothing contained in this
2 Agreement is intended to place the Company in violation of its
3 contracts and/or security agreements with the Government.

4 (B) In the event that the U.S. Military Service or other Government
5 Agency duly concerned with security regulations or operations
6 on Government-managed property, advises the Company that
7 any employee in the Union bargaining unit is restricted from
8 access to Government--managed property, or restricted from
9 work on or access to classified information and material, the
10 Union agrees that such action as the Company may take
11 pursuant to its contractual and/or security obligations to the
12 Government will not be contested, nor will such action be a
13 subject of the grievance procedure contained in Article III of this
14 Agreement.

15 (C) In the event that such Government Agency following the taking
16 of such action advises the Company that such an employee is no
17 longer restricted from access to Government-managed property
18 or restricted from work on or access to classified information and
19 material, the Company shall promptly reinstate the employee
20 with seniority, to the same job classification held at the time such
21 action was taken, subject to the applicable seniority provisions of
22 the Agreement, if he/she promptly applies for such
23 reinstatement. At such employee's request, the Company will
24 join such employee and/or the Union in applying to the
25 appropriate Government Agency for restoration by the
26 Government of lost pay.

27 **Section 9 – Nondiscrimination**

28 It is the intent of the Company and the Union to provide employees
29 with a working environment that is free from all forms of
30 discrimination which is or which may become unlawful during the
31 period of this Agreement. To this end, the parties agree to comply
32 with all applicable laws, statutes, and regulations concerning
33 nondiscrimination in employment.

34 **ARTICLE II**
35 **UNION - COMPANY RELATIONS**

36 **Section 1- Union Stewards**

37 (A) Upon execution of this Agreement, the Union shall promptly
38 furnish the Site Manager, in writing, the name(s) of the Union
39 Steward(s). Thereafter, the Union shall promptly advise the Site

1 Manager, in writing, of any change in Stewards. No Steward will
2 be recognized as such by the Company prior to receipt of written
3 notice of notification.

4 (B) The scope of the Stewards' activities on Company time shall be
5 limited to the following:

6 (1) To consult with an employee regarding the presentation of a
7 request or clarification concerning this Agreement,
8 complaint, or grievance which the employee desires the
9 Steward to be present.

10 (2) To investigate a complaint or grievance of record before
11 presentation.

12 (3) To present a request concerning this Agreement, complaint,
13 or grievance to an employee's Site Manager in an attempt to
14 settle the matter for the employee or group of employees
15 who may be similarly affected.

16 (4) To meet by appointment with the Site Manager or other
17 designated representative of the Company, when necessary
18 to adjust grievances in accordance with the grievance
19 procedure of this Agreement.

20 (5) To report safety hazards or make safety recommendations
21 to the management of his/her area.

22 (C) It is agreed that a Steward may receive, but not solicit,
23 grievances from employees. For purpose of this Agreement, the
24 term "solicit" means the Steward will receive grievances from
25 employees and not petition for grievances. However, this does
26 not limit the Steward from notifying the employee(s) that he/she
27 has been grieved due to a breach or violation of this Agreement.
28 The Union recognizes and agrees that a Steward will carry out
29 his/her duties with a minimum of interference with the orderly
30 progress of Company work.

31 (D) It is agreed that since the Steward has a regular work
32 assignment to be performed, that contacts involving Union
33 business with other employees or Stewards, or the Business
34 Representative of the Union will be no more frequent and no
35 longer than the matter for discussion reasonably requires. Where
36 necessary, the Steward's work schedule or assignment will be

1 adjusted where practical, to allow for time to conduct Company-
2 Union business as specified below:

3 (1) For discussions with Stewards or the authorized Business
4 Representative of the Union on employee complaints or
5 grievances or on matters arising out of the application of this
6 Agreement. The parties agree that Stewards shall not jointly
7 attend grievance meetings unless mutually agreed to by the
8 parties. It is also agreed that the investigation of grievances
9 is the primary role of the Steward.

10 (2) To represent the local Union at Step I and Step II of the
11 grievance procedure as provided in Article III, the grievance
12 procedure.

13 (E) The number and locations of Stewards may be adjusted by
14 mutual agreement to compensate for facility and population
15 changes; however, there shall be a minimum of one (1) Steward
16 at each of the Yakima and Fort Lewis facilities.

17 (F) The Steward shall secure permission of his/her Site Manager or
18 assigned alternate before leaving his/her work station, reporting
19 back to his/her Site Manager or assigned alternate upon return
20 to his/her work station. Permission will be granted unless
21 operation activities are affected. The Company will not
22 unreasonably deny or delay access to the Steward.

23 (G) The Company recognizes limitations upon the authority of the
24 Steward and shall not hold the Union liable for any unauthorized
25 acts. The Company in so recognizing such limitations shall have
26 the authority to impose proper discipline, including discharge, in
27 the event a Steward has taken unauthorized strike action,
28 slowdown, work stoppage, or other actions in violation of this
29 Agreement. Prior to taking any such action against a Steward,
30 the Company shall contact the Business Representative in the
31 effort to have the Steward cease any unauthorized acts.

32 (H) It is agreed the Company will pay employees for time away from
33 the performance of their normal jobs while acting in their Steward
34 capacity as defined in this Article. It is agreed that time away
35 from normal work activities will be reviewed and monitored and
36 may be addressed by mutual agreement during the period of this
37 Agreement.

1 **Section 2 - Business Representatives and Union Officials**

2 (A) Full time representatives of the Union shall have access to the
3 Company's operations for the purpose of contacting Stewards
4 regarding employee complaints or grievances or matters arising
5 out of the application of this Agreement. Such visits shall be
6 subject to such regulations as may be made from time to time by
7 the Company, the U.S. Military Services, and other Government
8 Agencies. It is agreed that the Company will not impose
9 regulations which will render ineffective the intent of this
10 provision. Prior to entering the Company's operations, the
11 Business Representative shall notify the Site Manager or his/her
12 assigned alternate to agree on the date and time he/she will be
13 on the facility. The Company shall provide the necessary
14 Company badges and credentials to the assigned Business
15 Representative/Grand Lodge Representative, to facilitate access
16 to the membership if approved by Base Command/Contracting
17 Officer/or other authority as may be designated by the Military
18 Base.

19 (B) A full-time Union Official or Business Representative may
20 discuss any problems with employees (other than Stewards) on
21 the employee's own free time. If further discussion of a
22 complaint or grievance is necessary, the Union Representative
23 may meet with any single individual providing that he/she first
24 notify the Site Manager or his/her assigned alternate. The
25 contacts on Company time, which are provided for in this
26 Section, will be no more frequent and no longer than the matter
27 for discussion reasonably requires.

28 **Section 3 - Bulletin Boards and Posting Notices**

29 (A) It is agreed that the Union will be permitted to post on bulletin
30 boards provided by the Company:

31 (1) Notices of Union recreational affairs.

32 (2) Notices of Union elections and election results.

33 (3) Notices of Union appointments.

34 (4) Notices of Union meetings.

35 (5) Such other notices as may be mutually agreed upon by the
36 Union and Company.

1 (B) The Company will afford the Union a bulletin board clearly
2 identified as "Union Business" where only Union notices will be
3 displayed. The Union shall not distribute or post, nor authorize its
4 members to distribute or post, any material anywhere on the
5 Company's property other than herein provided or permitted by
6 applicable State or Federal law.

7 **Section 4 - Information Provided to the Union**

8 The Company will furnish to the Union Business Representative
9 information, as required by law.

10 **Section 5 – Official Union Business**

11 It is agreed that the Company shall not be required to pay an
12 employee for any time that he/she is taken away from his/her work to
13 serve the Union in any official capacity or to serve on any Union
14 Committee, except as provided in the Agreement. Upon the approval
15 of the Site Manager or assigned alternate, Union officers,
16 committeemen and Stewards may be allowed authorized absence,
17 without pay, to attend one (1) scheduled Union meeting each month,
18 on a date and during the hours certified by the Business
19 Representative of the Union.

20 **Section 6 – Union Security**

21 (A) All employees in the bargaining unit, who are in good standing
22 on the effective (execution) date of this Agreement, shall be
23 required as a condition of continued employment with the
24 Company, to maintain membership in the Union to the extent of
25 current monthly dues and initiation fees and reinstatement fees,
26 if any, commencing not later than the thirty-first (31st) day
27 following the effective (execution) date of this Agreement.

28 (B) Any employee hired on or after the effective (execution) date of
29 this Agreement shall become a member of the Union not later
30 than thirty-one (31) days after his/her date of employment. Such
31 an employee, as a condition of continued employment, shall
32 maintain his/her membership in the Union to the extent of current
33 monthly dues, initiation fees and reinstatement fees, if any.

34 (C) Any present employee who, on the effective (execution) date of
35 the Agreement is not a member of the Union, who thereafter
36 chooses to join the Union, must maintain their membership
37 thereafter as provided in Section (A) above.

1 (D) The Company shall provide a payroll deduction process for
2 Union dues, initiation, etc. as outlined in Appendix E of this
3 Agreement.

4 **ARTICLE III**
5 **GRIEVANCE PROCEDURE AND ARBITRATION**

6 **Section 1 - Definition of Grievance**

7 The term grievance as used in this Agreement is a written claim
8 involving the interpretation, application, or claim of breach or
9 violation of applicable provision(s) of this Agreement which the
10 employee has not been able to adjust with his/her Site manager.
11 The grievance must identify the applicable provision(s) of the
12 Agreement that the Company is claimed to have breached or
13 violated.

14 **Section 2 - Grievance Procedure**

15 (A) The parties agree that all complaints should be resolved,
16 whenever possible, with the Site manager and the employee
17 involved. Any employee with a complaint or issue should contact
18 the Site manager in order to discuss and resolve the issue, if the
19 employee desires, the responsible Steward may attend this initial
20 step. Both parties will make every effort to resolve the issue. If
21 the complaint cannot be resolved between the parties involved,
22 then the Steward or Union Representative will reduce the
23 complaint to writing.

24 (B) The following procedures apply in attempting to settle grievances
25 that are not resolved by Section A.

26 (1) STEP ONE - Once the grievance has been reduced to
27 writing by the Steward on a form mutually agreed to by the
28 parties, (such written grievance shall set forth the complaint
29 and remedy sought, the facts on which it is based, the
30 date(s) of occurrence, the applicable Article(s) of the
31 Agreement which is claimed to be the basis for the filing of
32 the grievance, dated and signed by the Steward), the
33 grievance must be presented to the Site Manager within five
34 (5) working days from the date the employee became aware
35 of the incident that gave rise to the grievance. If the Steward
36 fails to present the written grievance within this time limit, the
37 grievance shall be considered settled and no further action

1 can be taken thereon. Both parties will make every effort to
2 resolve the issue.

3 The Site Manager shall render his/her written decision to the
4 Steward within five (5) working days after being presented
5 the grievance. If a settlement is reached it will be reduced to
6 written form on the grievance form and the matter shall then
7 be considered closed. If the Site Manager fails to provide
8 his/her written response within this time limit, the grievance
9 shall be advanced to the next step. Any grievance
10 settlement at Step One of the grievance process, (whether
11 by concession, withdrawal, settlement agreement or actions
12 occurring due to the failure of either party to abide by the
13 time limits of this section), shall not constitute a precedent
14 binding upon the Company or the Union for future
15 grievances.

16 (2) STEP TWO - If not satisfactorily settled as outlined in Step
17 One above, the written grievance may then be presented to
18 the Corporate Office or designated representative no later
19 than ten (10) working days after receipt by the Steward of
20 the decision rendered in Step One. Otherwise, such decision
21 shall be final and the employee shall have no further
22 recourse. The Corporate Office or designated representative
23 shall meet with the Business Representative or his/her
24 designee and the Steward or his/her designee, in an attempt
25 to resolve the matter and render a written decision thereon
26 within ten (10) working days after receipt of such appeal. If a
27 settlement is reached, it will be reduced to writing on the
28 grievance form and the matter shall then be considered
29 closed.

30 If the Corporate Office or designee fails to provide a written
31 decision within this time limit, the grievance remedy is
32 granted. Any grievance settlements at Step Two of the
33 grievance process, whether by concession, withdrawal,
34 settlement agreement or resolution actions occurring due to
35 a failure of either party to abide by the time limits of this
36 Section, shall not constitute a precedent binding upon the
37 Company or the Union, unless the parties agree, in writing
38 that such settlement shall set a precedent binding on future
39 grievances.

- 1 (C) It is understood that the time limits specified herein may be
2 extended by mutual written agreement of the parties.
- 3 (D) The Company and the Union may mutually agree to combine the
4 grievance of an employee and other similarly affected employees
5 in order to eliminate the need for multiple filings of grievances.
- 6 (E) The Company and the Union may mutually agree in writing to
7 waive any prior step of the grievance procedure and proceed
8 directly to Step Two of the grievance procedure as it is described
9 in (B) (2) of this Section.
- 10 (F) Grievances arising out of a discharge or suspension without pay
11 shall be submitted directly to Step Two described in Section
12 (B)(2) herein. Should the Union elect to pursue such a grievance,
13 the written grievance signed by the employee must be submitted
14 to the Corporate Office or designee within ten (10) working days
15 of the effective date of the action. If a written grievance is not
16 submitted to the Corporate Office or designee within ten (10)
17 working days of the effective date of the action, the right of the
18 employee or Union to grieve the action is waived and no further
19 action can be taken thereon. Such failure to act timely shall not
20 set a precedent binding upon the Union or the Company for
21 future grievances.
- 22 (G) The Union shall have authority, with respect to any employee
23 covered by this Agreement, to decline to process a grievance,
24 complaint, or dispute if in the judgment of the Union such
25 grievance or dispute lacks merit or justification under the terms
26 and conditions of this Agreement, or has been adjusted or
27 justified under the terms of the Agreement to the satisfaction of
28 the Union.
- 29 (H) It is mutually agreed that should an employee be unavailable to
30 sign a grievance form and deliver it to the Company within the
31 time limits specified in an appropriate step of the grievance
32 procedure, the Union may forward the grievance unsigned.
33 Requests for additional time due to circumstances of the
34 unavailability of the employee to sign will not be unreasonably
35 denied. The Union must secure the employee signature prior to
36 the grievance form proceeding through the next step of the
37 grievance procedure. The Company will incur no liability, if any,
38 as a result of the delay incurred for the Union to secure the
39 employee's signature.

1 **Section 3 – Arbitration**

2 (A) A grievance which either party desires to contest further, and
3 which involves the interpretation or application of the terms of
4 this Agreement, shall be submitted to arbitration as provided in
5 this Article, but only if the Union gives written notice to the
6 Company of its desire to arbitrate the grievance within thirty (30)
7 days of the receipt of the decision provided in Step Two
8 described in Article III, Section 2 (B)(2) or the grievance shall be
9 deemed waived. Such waiver shall not constitute a precedent
10 binding upon the Company or the Union for future grievances.

11 (B) A full-time representative of the Union and the Company's
12 representative shall have authority to discuss between
13 themselves the possible settlement and/or compromise of the
14 grievance, but in any event must move to request an FMCS
15 arbitrator as provided herein within ten (10) days after the
16 Union's appeal to arbitration if no settlement has been reached
17 by that time. This time limit may be extended by mutual consent
18 of both the Union and the Company.

19 (C) If the two parties' representatives are unable to reach a
20 settlement, they shall immediately jointly request a list of
21 qualified arbitrators from the United States Federal Mediation
22 and Conciliation Service. The request shall be for a list of seven
23 (7) qualified arbitrators who are members of the National
24 Academy of Arbitrators. The Union and the Company shall
25 alternately strike one name from such list (the right to strike the
26 first name having been determined by lot) until only one name
27 remains and that person shall be the arbitrator.

28 (D) The parties' representatives shall make the necessary
29 arrangements to arbitrate the grievance, including the
30 preparation and signing of a submission agreement which states
31 the issue. In the event the parties' representatives are unable to
32 agree upon the issue, the arbitrator shall determine the issue.

33 (E) The arbitrator shall have the authority to determine the rules of
34 evidence and procedure and to adjourn or continue the hearing
35 from time to time. All expenses incurred by the arbitrator,
36 including the fee and expenses which he/she authorized in
37 connection with the arbitration, shall be shared equally by the
38 parties. Costs incurred by the respective parties for their
39 witness(es) shall be borne by the respective party.

1 (F) This Agreement constitutes a contract between the parties which
2 shall be interpreted and applied by the parties and by the
3 arbitrator in the same manner as any other contract under the
4 laws of the land. The function and purpose of the arbitrator is to
5 determine disputed interpretation of terms actually found in the
6 Agreement, or to determine disputed facts upon which the
7 application of the Agreement depends. The arbitrator shall have
8 the authority to interpret and apply the provisions of this
9 Agreement. The arbitrator shall not have the authority to amend
10 or modify this Agreement or to establish new terms and
11 conditions of this Agreement. The decision of the arbitrator shall
12 be in writing and shall not be made until both parties have had
13 reasonable opportunity to present their case, together with
14 arguments and briefs as desired. Said decision shall be given
15 not later than thirty (30) days after the submission of the final
16 briefs. It is understood and agreed that a decision of the
17 arbitrator made in accordance with the requirements hereof shall
18 be final and binding on both parties.

19 (G) The parties will conduct arbitration cases at a mutually agreeable
20 location.

21 **ARTICLE IV**
22 **SENIORITY**

23 **Section 1 - Basis of Seniority and Establishment of Seniority**
24 **Rights**

25 (A) Probationary Period. All employees shall be considered
26 probationary employees for the first ninety (90) calendar days of
27 active employment, unless they were employed by a
28 predecessor contractor, in which case they shall be considered
29 as a regular employee and shall not be subject to a probationary
30 period. Upon completion of his/her probationary period, the
31 employee will become a regular employee whose seniority will
32 be retroactive to his/her first day of employment. Supervisory
33 determinations as to retention, reassignment, or termination of
34 probationary employees anytime during the ninety (90) day
35 probationary period are not subject to the Grievance and
36 Arbitration Articles of this Agreement.

37 (B) Seniority

1 (1) For purposes of this Agreement, there shall only be one (1)
2 seniority list for all full-time employees for the purposes of
3 benefits and layoff.

4 Seniority begins on the date the full-time employee was
5 hired by the Company or predecessor contractor in any job
6 classification provided for in this Agreement and represents
7 all accumulated time for which the employee has served as
8 an employee of the Company and all predecessor
9 contractors in the performance of similar work at any
10 Company site.

11 When two (2) or more employees have the same seniority
12 date, the employee with the lowest last four digits of the
13 social security number will be deemed to be the most senior.

14 (2) The Union understands that there may be a need for regular
15 part-time employees to cover for vacations, holidays, etc;
16 however, there shall be a ratio of no fewer than two (2) full-
17 time employees for each one (1) employed part-time. A
18 separate seniority list shall be maintained for part-time
19 employees.

20 (a) The Company shall make every attempt to evenly
21 distribute available hours among the part-time
22 employees.

23 (b) A part-time employee, who turns down an opportunity to
24 work, shall have the offered hours count toward
25 satisfying the intent of (a) above.

26 (C) Re-entering the Bargaining Unit. In the event an employee
27 transfers from a bargaining unit position to a position outside the
28 bargaining unit, such employee(s) has (have) twelve (12)
29 consecutive months to return to his/her previous job
30 classification with no loss of seniority, if fully qualified to perform
31 the requirements of the job. For the purpose of this Section,
32 seniority does not accumulate while outside the bargaining unit.

33 (D) Seniority for vacation eligibility and benefit determination
34 purposes will not be affected by (C) above.

35 **Section 2 - Layoffs**

36 (A) When there is a temporary reduction in force, the Company will
37 make every effort to provide job security for employees within the
38 bargaining unit. When it is determined by the Company that a

1 reduction in force is required, the Company shall designate the
2 number of positions to be reduced. Probationary employees
3 shall be laid off first, and if the need to lay off other employees
4 still exists, then any employees in the affected classification may
5 volunteer for layoff, followed by any part-time employees who will
6 be laid off in reverse seniority order. If additional layoffs are
7 needed, the employee(s) with the least seniority will be
8 designated for layoff.

9 (B) Exceptions to the seniority provisions specified in Section 2(A) of
10 this Article can be made for up to thirty (30) days in order to
11 retain employees who possess certifications required by the
12 customer to perform a specific task or job to which they are
13 assigned, provided the Company provides documentation
14 supporting the specific reasons for which it deems the exception
15 applies. The Company will make every reasonable effort to
16 avoid invoking this provision so that seniority and job security are
17 protected.

18 (C) The Company will give employees affected by Section (A) or (B)
19 above, at least two (2) months notice of a reduction in force,
20 except where circumstances beyond the Company's control
21 prevent such timely notification.

22 **Section 3 - Recall Rights**

23 (A) General. An employee who is laid off or who displaces an
24 employee in a lower paid job classification in accordance with
25 Section (2) of this Article shall retain recall rights in accordance
26 with their seniority as follows:

27 (1) To the same job classification held at the time of their
28 layoff/displacement or,

29 (2) To job classification to which the employee had
30 displacement rights in accordance with Section (2) of this
31 Article but could not exercise solely because of insufficient
32 seniority.

33 (3) To a job classification for which the employee is able to
34 perform work or for which the employee was previously
35 qualified to perform the work or to a job classification to
36 which the employee previously held at any time prior to the
37 time the employee was laid off.

1 Employees who have been laid off shall retain the recall
2 rights mentioned herein for a period not to exceed twelve
3 (12) consecutive months from the date of layoff. Employees
4 demoted to a lower paid position due to a reduction in force
5 shall retain the recall rights mentioned herein as long as they
6 remain on the active payroll in a lower paid position.

7 (B) Employees who are laid off from the service of the Company
8 due to a layoff for a period not to exceed twelve (12)
9 consecutive months shall retain and continue to accrue
10 seniority.

11 (C) Recall Notification. In the event there is a recall from layoff,
12 the Company shall mail a registered or certified (return
13 receipt requested) notice of recall to the appropriate
14 employee. Recalled employees must respond within three
15 (3) working days after receipt of notification, and must report
16 for work within ten (10) working days unless extended by the
17 Company.

18 (D) Address on File. All notices required under the provisions of
19 this Article shall be sent to the employee at the last address
20 filed by the employee with Human Resources.

21 (E) Address Requirement. Each laid-off employee shall keep
22 Human Resources informed in writing of the employee's
23 current mailing address. Notice by the Company to the
24 employee's mailing address listed with Human Resources
25 shall be considered as fulfilling the recall notice
26 requirements. An employee failing to comply with the
27 provisions of this Section shall be considered as having
28 voluntarily resigned from the service of the Company if a
29 recall notice is mailed to the employee's last known address
30 on file with Human Resources and the employee failed to
31 notify the Company of a change of address within fifteen (15)
32 calendar after the change of address.

33 (F) Layoff - Recall Listings. Layoff listings and recall
34 notifications will be copied to the Business Representative/or
35 his/her designee of the Union.

36 **Section 4 - Employees Entering Armed Forces**

37 Employees who enter the Armed Forces of the United States shall
38 be granted a leave of absence for the period of such service, and
39 upon honorable discharge shall have reinstatement rights under

1 Article VI, Employee Privileges, Section 5 – Leaves Without Pay,
2 paragraph (E) of this Agreement.

3 **Section 5 - Loss of Seniority**

4 Seniority shall be lost and employees shall have their names stricken
5 from the seniority list under any of the following circumstances:

6 (A) Discharge for just cause.

7 (B) Resignation.

8 (C) Failure to respond to recall notification within the time frame
9 established in this Agreement.

10 (D) Failure to be recalled from layoff within twelve (12) months after
11 such layoff.

12 (E) Failure to report to work upon expiration of an approved leave of
13 absence. Exceptions shall be limited to circumstances beyond
14 the employee's control.

15 (F) Accepting other employment while on an approved leave of
16 absence.

17 (G) When an employee is absent from work for a period of three (3)
18 consecutive days without providing notification to the Company
19 of sufficient reasons to warrant the absence.

20 (H) Refusal to take a drug test directed by management, as required
21 by Company policy.

22 (I) Failure to return to active payroll for a continuous period of
23 twelve (12) months due to non-occupational physical or mental
24 impairment.

25 **Section 6 – Promotions**

26 (A) Promotions. A promotion means the advancement of an
27 employee from one job classification to another job classification
28 with a higher rate of pay.

29 (B) Job Vacancies. The Company and the Union clearly recognize
30 the Company's right to determine staffing levels within the
31 Company. The Company therefore maintains the right to assign
32 personnel within the Company and to determine when there is a
33 permanent job vacancy. When the Company determines that a
34 permanent job vacancy exists, the Company will post the
35 vacancy prior to hiring from outside the bargaining unit. The

1 Company will post all job vacancies within the unit provided no
2 employee has recall rights to the open position as defined in
3 Article IV Section (3)(A). The job vacancy will be posted for five
4 (5) working days. The posting notice shall state the job
5 classification, the pay rate, special training, experience or
6 certification required (if any) and the closing hour and date of the
7 posting period. The posting notice will be posted on the Union
8 bulletin board and the Union Business Representative shall be
9 notified. Employees who desire to bid for the posted vacancy
10 may do so by completing a mutually agreed to form and
11 submitting it to the Site Manager prior to the close of the posting
12 period.

13 Part-time employees shall have the right to bid on full-time job
14 vacancies (excluding lead position). If no current full-time
15 employee is granted the vacancy, part-time employees shall be
16 given preference for the open position in seniority order, prior to
17 the Company considering applicants from outside the bargaining
18 unit.

19 (C) Selection

20 (1) Within five (5) working days after the close of the posting
21 period, the Site Manager shall determine which of the
22 bidders are qualified to perform in the posted position. The
23 position will be awarded to the senior qualified bidder using
24 site seniority.

25 (2) The successful bidder shall be assigned to his/her new job
26 within ten (10) working days after the job has been awarded.

27 (3) If there are no qualified bidders, the Company has the right
28 to fill job vacancies by new hires or rehires. If the job
29 vacancy is not filled within sixty (60) days after the posting is
30 closed, the vacancy will be re-posted in accordance with (B)
31 herein.

32 (4) If an employee bids on a job posting, and is deemed by the
33 Site Manager to not be qualified for the posted job opening,
34 the bidder may request an interview with the Site Manager
35 where the reasons for not being qualified shall be explained
36 to the bidder. The Site Manager is to conduct this interview
37 within ten (10) working days of the request.

- 1 (D) New Job Performance. When an employee is awarded a posted
2 job, and fails to satisfactorily perform the duties of the position
3 within thirty (30) days after assuming the position, the employee
4 will be returned to the position last held prior to award of such
5 promotion.
- 6 (E) Temporary Vacancies. Employees promoted or temporarily
7 assigned to a job classification at a higher rate shall receive the
8 higher rate immediately upon reporting to work in the higher
9 classification.

10 **ARTICLE V**
11 **EMPLOYMENT CONDITIONS**

12 **Section 1 - Sanitary, Safety and Health Conditions**

- 13 (A) General. The Company agrees to maintain sanitary, safe and
14 healthful conditions in all its operations and working
15 establishments in accordance with Federal law and the laws of
16 the State, County and City of its place of operation.
- 17 (B) Safety Rules and Regulations. Employees shall be required to
18 comply with all safety rules and regulations established by the
19 Company and government agencies, and to wear such
20 protective clothing or use such safety equipment as may be
21 required and furnished by the Company.
- 22 (C) Clothing and Safety Equipment. As directed by the Company,
23 protective clothing and safety equipment will be utilized by the
24 employee during his/her performance of jobs requiring such
25 equipment usage.
- 26 (D) Acts of Sabotage. Employees will use their best efforts to
27 prevent any acts of sabotage or willful damage to Company
28 property or employee property or materials. To that end, all
29 employees will immediately report to their supervisor any acts of
30 sabotage or willful damage to property or materials, or any threat
31 to sabotage or willfully damaging such property.
- 32 (E) Medical Examinations
33 (1) Should the Company have reason to believe an employee
34 covered hereby is physically or mentally unable to
35 satisfactorily perform the duties of his/her job classification,
36 such employee shall be required to take such medical
37 examination as may be directed by the Company. The
38 Company shall pay for such examination. The employer will

1 select the physician that will conduct the medical
2 examination.

3 (2) Employees entitled to free physical examinations as a
4 condition of employment will receive the examination during
5 their normal duty hours without loss of pay. The Company
6 will provide a copy of the results to the employee upon
7 written receipt.

8 (3) All examinations related to employment, whether required by
9 virtue of employment with the Company or
10 requested/directed by the Company, (medical exams,
11 respiratory exams, chest x-rays, physical exams, hearing
12 tests, CDL license renewal testing, license exams, etc.) shall
13 be at the Company's expense and the employee shall be
14 paid by the Company for all time spent while submitting to
15 any examination. The Company shall make provisions for all
16 exams to be taken during the employee's normal hours of
17 work.

18 (F) Training

19 (1) Training and certification for hazardous material handling will
20 be accomplished in accordance with applicable Federal and
21 State guidelines.

22 (2) The Company will pay for the CDL license renewal to include
23 background checks required by the Government or issuing
24 agency, drug testing and CDL physical for employees.

25 (3) The employee will pay for the initial CDL license in order to
26 qualify for any job vacancy or initial hire.

1 (8) Part-time employees accrue vacation based upon the
2 number of hours they worked in the year prior to their
3 anniversary date and their years of service, and are paid out
4 their vacation the first pay period of the month in which it is
5 accrued. The vacation ratio shall be based on two thousand
6 eighty (2080) hours constituting a full year. For example, a
7 part-time employee working five hundred twenty (520) hours
8 in the previous year would receive one-fourth of the vacation
9 allotment given to a full-time employee who has the same
10 seniority as of the anniversary date.

11 (C) Vacation Benefits for an Employee who terminates or is
12 terminated, laid off, or who entered the Armed Forces pursuant
13 to Article IV, Section 4 of this Agreement.

14 (1) Employees terminating employment for any reason are
15 entitled to payment for all accrued, unused vacation.

16 (D) Scheduling of Vacation for Full-Time Employees
17 Vacations may be taken during weekly periods or as individual
18 days as long as the periods chosen meet with the Site Manager
19 approval. A leave request will be submitted to the Site Manager
20 at least two (2) weeks before the start of the scheduled vacation.
21 At the beginning of each calendar year, a master vacation
22 schedule will be posted and employees will schedule proposed
23 vacation times.

24 (1) Earned vacation may be taken in consecutive weeks or in
25 one (1) week increments. In addition, with prior approval,
26 vacations may be taken in one (1) hour increments provided
27 the vacation requested is approved at least twenty-four (24)
28 hours in advance.

29 (2) The Company will approve scheduled vacations when they
30 least interfere with production. Consideration will be given to
31 the employee's personal plans and preference for a suitable
32 time which is acceptable and in keeping with his/her
33 seniority, except that no more than one (1) preferred
34 vacation period or date per employee may be scheduled on
35 the basis of seniority in any one (1) calendar year. The
36 Company shall endeavor to honor vacation requests as
37 scheduled. If a conflict exists, the appropriate Supervisor
38 shall use his/her best efforts to solve them.

1 **Section 2 - Sick Leave**

2 (A) Definitions

3 (1) The term "seniority" and "full-time employee," as used in this
4 Section shall have the meaning defined in Subsection (A) of
5 Section 1 of this Article.

6 (2) Pay for one (1) day's sick leave for a full-time employee
7 means pay for eight (8) hours at the employee's applicable
8 rate of pay as defined in Article VII, Section 1, for all hours
9 paid at the time sick leave is used.

10 (3) Employee's hourly rate of pay for purposes of sick leave
11 payments shall be the employee's applicable rate of pay.

12 (B) Sick Leave Benefits for an Employee on the Active Payroll of the
13 Company:

14 (1) Sick leave is accrued monthly for full time employees at four
15 (4) hours per month and part-time employees do not earn
16 sick leave. The use of sick leave is provided to cover
17 incidences of sickness and personal emergencies.
18 Employees have to be actively working for sick leave to
19 accrue. Sick leave will be credited to the employee's sick
20 leave account on the last day of the month in which it is
21 accrued. Employees can accrue a maximum of ninety-six
22 (96) hours of sick leave. Once an employee's sick leave
23 account reaches ninety-six (96) hours, the employee will not
24 accrue any more sick leave until his/her balance falls below
25 ninety-six (96) hours. Accrued sick leave not taken by the
26 end of the Government contract shall be carried over to a
27 successor.

28 (2) Should an illness or injury require absence from work in
29 excess of three (3) days, for treatment or convalescence, the
30 Company may require a certificate of fitness from a medical
31 doctor prior to the employee's return to work.

32 (C) Verification and Notification:

33 (1) Employees requesting sick leave will notify the Site Manager
34 or the Assistant Site Manager at the Doss Site Office or
35 Manager's cell phone as soon as practicable.

36 (2) Paid sick leave will not be permitted except in lieu of normal
37 work shift hours.

1 (3) An employee who voluntarily terminates and requests sick
2 leave pay for any of the five (5) working days immediately
3 preceding the last day worked or date of termination must
4 submit, upon the Company's request, a written statement
5 from his/her personal physician verifying treatment for such
6 illness or injury.

7 **Section 3 - Military Reserve Training Leave**

8 (A) The Company will grant a military leave of absence if an
9 employee is absent from work because of serving in the U.S.
10 uniformed services in accordance with the Uniformed Services
11 and Employment and Reemployment Rights Act (USERRA).
12 Advance notice of upcoming military service is required, unless
13 military necessity prevents advance notice or it is otherwise
14 impossible or unreasonable. Upon receipt of orders, an
15 employee must forward copies to the Site Manager. Reservist
16 employees are requested to schedule their active duty period
17 when possible with Company contractual commitments and
18 workload in mind.

19 (B) Generally, an employee will not be paid for military leave. One
20 may, however, use any available accrued paid time off to help
21 pay for the leave. Seniority will continue to accrue while an
22 employee is on a military Leave of Absence. Continuation of
23 health insurance benefits, if applicable, is available as required
24 by USERRA based on the length of the leave and subject to the
25 terms, conditions and limitations of the applicable plans for which
26 you are otherwise eligible. Employees returning to work at the
27 Company after taking a military Leave of Absence may have
28 additional rights, depending on the length of their military service.
29 For additional information about military leave, contact your Site
30 Manager or Corporate Headquarters.

31 **Section 4 - Bereavement Leave**

32 All employees shall be allowed time off, with pay, in the event of a
33 death in their immediate family as follows:

34 (A) Three (3) workdays in the event of the death of the employee's
35 father, mother, spouse, sister, brother, children, grandchildren,
36 mother-in-law, father-in-law, brother-in-law, sister-in-law,
37 grandparents, and step-relationships to include child, mother,
38 father, brother or sister. "Children" includes a foster child who
39 dies while placed in the employee's home by a State Agency.

1 (B) For part-time employees who are scheduled to work, and suffer
2 the death of a family member referenced in (A) above, such part-
3 timer shall be granted the bereavement for the actual time that
4 they will miss their scheduled work, not to exceed three (3)
5 workdays.

6 **Section 5 – Leaves Without Pay**

7 (A) The Site Manager may grant Leaves of Absence without pay.
8 The length of time approved will vary with circumstances;
9 however, Leaves of Absence should not exceed three (3)
10 months. A written request must be submitted to the Site
11 Manager. The request should include the reason for the Leave
12 of Absence and date of return to work. Employees are required
13 to use their accrued vacation and, (in the case of a medical or
14 sickness leave) accrued sick leave before unpaid leave is taken.
15 Sick leave allowance, vacation time, paid holidays and other
16 benefits do not accrue during a Leave of Absence. Failure to
17 return from Leave of Absence on the date of return stated in the
18 request will normally result in termination of employment and be
19 considered a voluntary resignation.

20 (B) In the case of emergency such as death, serious illness, or injury
21 of a member of the employee's family, a Leave Request may be
22 processed without the employee's signature and subsequent to
23 the employee's departure; however, such emergency leave must
24 be promptly reported, approved by the Site Manager and
25 forwarded to the Human Resources Office.

26 (C) For good and sufficient reason, the Company may extend the
27 period of the leave. The leave of absence, properly approved,
28 shall not in any way jeopardize the employee's standing with the
29 Company.

30 (D) Leaves of absence without pay may be granted by the Company
31 on two (2) weeks written request of the Union to persons
32 designated by the Union for Official Union business or to attend
33 conventions, educational or other functions of the Union.
34 Seniority and benefits will accumulate during such leave.

35 (E) Extended military Leaves of Absence will be administered in
36 accordance with the Uniformed Member Employment Rights Act.
37 Upon return from extended military Leaves of Absence, the
38 employee will be reinstated.

1 (F) Employees who take a Leave of Absence have the option under
2 C.O.B.R.A to pay for group health insurance premiums due
3 during their leave.

4 **Section 6 – Holidays/Family Days**

5 (A) Employees shall be granted the following holidays yearly during
6 the life of the Agreement:

- 7 New Year's Day
- 8 Martin Luther King Jr. Birthday
- 9 Presidents' Day
- 10 Memorial Day
- 11 Independence Day
- 12 Labor Day
- 13 Columbus Day
- 14 Veteran's Day
- 15 Thanksgiving Day
- 16 Christmas Day

17 (B) Full pay for eight (8) hours at the applicable rate shall be paid to
18 employees for each of these holidays regardless of the day of
19 the week upon which the holiday falls or for any day for which
20 holiday pay is due under this Article.

21 (C) In order to be eligible for holiday pay, an employee must have
22 worked or have been on vacation or authorized paid leave on the
23 last workday before or the first workday after the holiday; except
24 that when the holiday falls on the day before employment or the
25 day after termination, the employee shall not receive holiday pay.

26 (D) Whenever one of the above holidays falls on Sunday, the
27 Monday immediately following shall be observed, if officially
28 declared a legal holiday and generally observed by the Military at
29 the respective site. Whenever one of the above holidays falls on
30 Saturday, the Friday immediately preceding shall be observed,
31 if officially declared a legal holiday and generally observed at the
32 respective site.

33 Said holiday falling on Saturday or Sunday, and observed on the
34 preceding Friday or following Monday, shall be considered the
35 regular holiday.

36 (E) Should a holiday fall upon the sixth (6th) or seventh (7th) day of
37 the standard workweek of an employee assigned to an odd

1 workweek, the preceding or the following day, respectively, shall
2 be considered a holiday for such employee.

3 (F) If one or more of the above holidays occurs while an employee is
4 on an authorized vacation, holiday pay will be substituted for a
5 vacation day.

6 (G) Employees shall receive holiday pay whenever the facility is
7 closed or flight operations are cancelled due to government
8 shutdowns or family days when approved by the government
9 and the authorized representative at the Corporate Office.

10 (H) Part-time employees will receive holiday pay based on their
11 hours worked the week prior to the holiday. For example, a part-
12 time employee who worked twenty (20) hours the week prior to
13 the holiday would be entitled to four (4) hours of holiday pay.

14 **Section 7 - Rest and Lunch Periods**

15 (A) Each employee shall be given a fifteen (15) minute rest period
16 during each half of the standard day and night shifts at such
17 times as are designated by the Company.

18 (B) In the event that overtime is worked before or after the
19 employee's regular shift, the Company will continue the fifteen
20 (15) minute rest period with pay immediately prior to the start of
21 or immediately after the end of their regular shift whichever is
22 applicable provided that such overtime has or is anticipated to
23 exceed two (2) hours. Also, employees working overtime shall be
24 permitted to observe any regular rest periods with pay or lunch
25 periods without pay that occur during the following shifts.

26 (C) Due to the nature of the work performed by members of this
27 bargaining unit, and the demand for immediate response to
28 customer needs, no specific lunch periods are outlined during
29 workshifts. Employees are to work an eight (8)-hour shift, which
30 includes a lunch period that will be taken as the needs of the job
31 allow.

32 **Section 8 - Jury Duty**

33 (A) All full-time employees will receive their regular rate of pay for all
34 hours served on Jury Duty, serve as a witness in the court of law
35 to which he/she is not a party, either directly or as a member of a
36 class action suit and such absence is in response to a legal valid
37 subpoena up to eight (8) hours a day, to a maximum of five (5)
38 work days. The combination of Jury Duty time and hours worked

1 will not exceed eight (8) hours per day. Employees shall turn
2 over to the Company the amount of pay received from the court
3 for jury duty for each day they receive their regular pay.

4 (B) In no case will payment be made for jury duty or service as a
5 witness performed on the sixth (6th) or seventh (7th) day of an
6 employee's standard work week or for hours in excess of the
7 employee's normal eight (8)-hour work day.

8 (C) An employee must promptly notify his/her Site Manager of any
9 notice the employee receives to report for jury duty or as a
10 witness and must provide the Company with a statement filed by
11 an official of the court certifying the employee's service as a juror
12 or appearance in court for that purpose, or as a witness and the
13 compensation paid, excluding transportation allowance.
14 Certification from the court clerk must be obtained and turned
15 into the Site Manager for all dates the employee is required to
16 appear.

17 (D) In no event shall payment under this Article be paid during any
18 leave of absence, layoff, or absence due to a sickness or any
19 injury covered under the Company's Short-term Disability plan or
20 Worker's Compensation provisions.

21 **Section 9 - Employee Benefits**

22 The benefits provided and/or offered to employees covered by this
23 Agreement are detailed in Appendices B and D, of this Agreement.
24 Appendix B outlines the Health and Welfare Insurance benefit as
25 well as the Company 401(k) Deferred Compensation Plan. Appendix
26 D outlines the IAM National Pension Plan.

27 **Section 10 - Temporary Duty Assignments (TDY)**

28 (A) Employees who are temporarily assigned away from the site, to
29 which they are permanently assigned to perform work for the
30 Company, will have their transportation provided. Such
31 employees will be reimbursed for travel expenses in accordance
32 with the Joint Travel Regulations provided the employee
33 complies with said regulations. The Joint Travel Regulations will
34 be made available to the Union upon request. The Company will
35 pay any additional cost for reasonable lodging above the rates
36 listed in the JTR, if the employee has obtained approval from the
37 Site Manager prior to incurring such expense.

38 (B) While an employee assigned to such Temporary Duty
39 Assignment (TDY) is traveling to that TDY assignment and

1 returning to his/her regular workstation from such assignment,
2 he/she shall be paid, at the regular rate for all travel in
3 accordance with the following. If traveling by commercial
4 airlines, the employee shall be allowed actual travel time from
5 home to the destination worksite or quarters. Upon return, the
6 employee will be allowed actual travel time from the worksite or
7 quarters to home. The Company reserves the right to determine
8 the reasonableness of travel time. If the employee travels by
9 personally-owned vehicle (POV) or Company-provided vehicle,
10 and the use of such conveyance is Company-directed, the actual
11 time of travel from departure to arrival at the worksite or quarters
12 will be used for the travel time. For travel by POV or Company-
13 provided vehicle, travel shall not exceed twelve (12) hours in a
14 twenty-four (24) hour period. Travel time is considered time
15 worked for the purpose of computing overtime.

16 (C) Employees on TDY assignment will be paid their normal
17 classification rate.

18 (D) Employees will be afforded a minimum twelve (12) hour rest
19 period from the time he/she returns to home, before returning to
20 his/her regularly scheduled shift, without being charged vacation
21 or sick leave. Full-time employees have the option of using
22 vacation time or altering their work schedule with approval of the
23 Site Manager to account for forty (40) hours paid in the
24 workweek.

25 **ARTICLE VII**
26 **PAY PROVISIONS**

27 **Section 1-Wages**

28 (A) Definitions

29 (1) An employee's "base rate", for purpose of this Agreement,
30 shall be the straight time hourly rate of pay applicable to that
31 employee's classification provided for in Appendix A.

32 (2) An employee's "applicable rate", for purpose of this
33 Agreement, shall be the straight time hourly rate of pay, plus
34 any premiums for shift differential, lead, or other adjustments
35 that would have been due the employee for any hours
36 worked.

- 1 (B) All bargaining unit employees currently classified in the
2 classifications as identified in Appendix A shall receive the
3 wages as listed in Appendix A.
- 4 (C) Employees who work on the second (2nd) shift shall receive a
5 shift premium of \$0.45 per hour above their classification rate of
6 pay.
- 7 (D) Employees who work on the third (3rd) shift shall receive a shift
8 premium of \$0.75 per hour above their classification rate of pay.

9 **Section 2 – Overtime**

- 10 (A) The Site Manager must authorize overtime. Overtime is
11 computed at one and one-half (1½) times the employee's
12 applicable rate of pay after forty (40) hours of work in a work
13 week for all employees that are covered by the Collective
14 Bargaining Agreement.
- 15 (B) Employees working a holiday will be paid for all hours worked at
16 one and one-half (1½) times their applicable rate of pay in
17 addition to any applicable holiday pay.
- 18 (C) There shall be no pyramiding or duplication of premium/overtime
19 pay.

20 **Section 3 - Hours and Days of Work**

- 21 (A) The purpose of this Article is to define the normal hours of work,
22 but nothing in this Agreement shall be construed as a guarantee
23 of work for any period.
- 24 (B) The standard workday will consist of twenty-four (24)
25 consecutive hours beginning at 0001 hours and ending at 2400
26 hours (the calendar day).
- 27 (C) The normal work day for each shift shall consist of eight (8)
28 hours, and shall include a paid period of one-half (1/2) hour for a
29 lunch break, which shall be taken so as not to interfere with
30 customer requirements.
- 31 (D) Five (5) days, Monday through Friday, shall constitute the normal
32 week. However, the Company reserves the right to engage,
33 alter, or rotate personnel to work five (5) consecutive days other
34 than those constituting the normal work week for the purpose of
35 seven (7) day coverage.

1 (E) Determination of starting time and hours of work shall be
2 made by the Company and such schedules may be changed
3 from time to time to suit varying conditions of the business and to
4 assure efficient and timely operations within the various shifts set
5 forth in Section G below.

6 (F) For purposes of determining which shift a person is assigned to,
7 the starting times of each shift are as follows, but may be
8 adjusted by up to two (2) hours in order to meet customer
9 requirements or emergencies:

10 (1) First shift begins at 0700.

11 (2) Second shift begins at 1500.

12 (3) Third shift begins at 2300.

13 (G) Employees tardy solely because of the gates being closed by the
14 military will not be counted as tardy and will be allowed to
15 complete eight (8) hours of work.

16 (H) Flex Time. The parties agree that work schedules may need to
17 be temporarily altered to meet the needs of employees from time
18 to time. To accommodate absences that are anticipated an
19 employee may request to alter his/her regularly scheduled hours
20 of work within a workweek. For example, an employee may plan
21 to work two (2) extra hours on Monday in order to leave two (2)
22 hours early for a personal commitment on Tuesday. Work
23 schedule modifications may only occur with notification and
24 approval of the Site Manager. Request for non-emergency
25 flextime shall not be unreasonably denied if the employee
26 provides Site Manager with twenty-four hour (24) notice.

27 (I) Employees will be afforded a minimum twelve (12)-hour rest
28 period from the time he/she returns to home, before required to
29 return to his/her regularly scheduled shift, without being charged
30 vacation or sick leave.

31 **Section 4 - Pay Period**

32 (A) The workweek runs from Saturday to Friday. A pay period is
33 comprised of two (2) work weeks. Employees are paid biweekly
34 on the Friday following the completion of a pay period. Special
35 pay days may be established, at the Company's option, when
36 recognized holidays fall on a regular pay day. Direct Deposit pay

1 is mandatory for all employees. Pay stubs are issued on the
2 Friday following the completion of a pay period.

3 (B) Payday will customarily be on the Friday following the pay period
4 ending date.

5 (C) In the event the Company accounting department changes pay
6 periods, the Company will provide its employees and the Union
7 with thirty (30) days of notice.

8 (D) The pay week shall begin at 0001 hours on Saturday and end at
9 2400 hours on Friday. In the event the pay week is changed by
10 the Company, the Company will provide its employees and the
11 Union with thirty (30) days' notice. The standard pay week is
12 Saturday through Friday; however, for overtime purposes, the
13 overtime week begins on Monday and ends on Sunday.

14 **Section 5 - Report Time and Call-Back Time**

15 In some special circumstances an employee will be required to come
16 to work on a day off or at a time different than his/her shift. In such
17 cases, the employee will be paid for a minimum of three (3) hours at
18 their applicable rate of pay.

19 **Section 6 – Uniforms**

20 (A) The Company will provide uniforms (eleven (11) shirt and pant
21 sets for full-time employees and five (5) shirt and pant sets for
22 part-time employees). Uniforms will be provided and replaced
23 on an as needed basis. The Company will also provide rain
24 gear, jackets, coveralls and cold weather bibs to be replaced as
25 needed.

26 (B) The Company will provide laundering service for uniforms

27 (C) Terminated employees will be required to return all uniforms

28 (D) Employees will pay for lost/destroyed uniforms unless uniforms
29 were damaged during the performance of employee's duties.

30 (E) In addition, at the beginning of each contract year, the Company
31 will reimburse the cost for safety boots of up to one-hundred-fifty
32 dollars (\$150.00), and provide gloves that are approved for use
33 around hazardous materials (fuel, etc). Employees will provide
34 receipts to the Company in order to receive the reimbursement.

1 **Section 7 - Placement in Lower-Rated Classifications**

2 When an employee is placed in a classification with a lower rate of
3 pay as the result of a demotion or displacement due to a reduction in
4 force, he/she will receive the applicable rate of his/her new job
5 classification.

6 **Section 8 – Stand-by**

7 (A) When employees are required to be available to respond to any
8 means of communication, (i.e. pagers, cell phones, etc.), for
9 stand-by duty as they cover hours beyond their normal shift, they
10 shall be deemed to be “On Stand-by” and shall be paid two
11 (\$2.00) per hour for each hour they are required to be “On
12 Stand-by”.

13 (B) If an employee “On Stand-by” is called in to work during their
14 assigned “On Stand-by” hours, they shall receive a minimum of
15 three (3) hours pay at their applicable rate.

16 (C) If an employee “On Stand-by” has been called in to work, and
17 subsequently returns to “On Stand-by” status, they shall continue
18 to receive the two dollar (\$2.00) per hour “On Stand-by” pay.
19 The employee shall not receive the two dollars (\$2.00) per hour
20 “On Stand-by” pay during any period where they are receiving
21 their applicable hourly rate due to being called in for work.

22 **Section 9 – Effective Date of Economic Improvements**

23 Unless otherwise specified, the effective date of all economic
24 improvements shall be October 1, 2009.

25 **ARTICLE VIII**
26 **JOB DESCRIPTIONS**

27 **Section 1 - Application of Job Descriptions**

28 The job descriptions included in Appendix C describe typical and
29 normal requirements. These requirements are characteristic of the
30 job and illustrate a level of difficulty of work and are not intended to
31 list or describe all work operations or tasks done within the
32 classification. These requirements do not fit all specific individual
33 work assignments, and the description when written was stated so
34 as to be broad enough to include all variations of work in the
35 classifications.

36 If, during the term of this Agreement, it becomes necessary for the
37 Company to establish new job classifications within the bargaining
38 unit, the Company and the Union shall mutually agree upon the

1 proper rate range for the new position. Operations shall not be
2 delayed through failure to immediately agree upon a wage rate
3 applicable to such job classification. In the event the parties fail to
4 come to an agreement on the wage rate of a new job, the matter
5 shall be submitted to binding arbitration under the applicable Article
6 of this Agreement and the Arbitrator shall have the authority to
7 establish the rate of pay for any new job classification challenged
8 under this Article.

1
2
3
4
5

APPENDIX A

Base Hourly Pay Rates	10/1/2009	10/1/2010
Accounting Clerk III	\$19.63	\$20.42
Aircraft Servicer	\$26.03	\$27.07
Fuel Distribution System Mechanic	\$27.48	\$28.58

Lead Pay Additive is seventy five cents (\$0.75) per hour above any classifications led during first shift.

1 **APPENDIX C**

2 **OCCUPATION DESCRIPTIONS**

3
4 **Accounting Clerk III**

5 The Accounting Clerk III maintains journals or subsidiary ledgers of
6 an accounting system and balances and reconciles accounts.
7 Typical duties include one or both of the following: 1) reviewing
8 invoices and statements verifying information, ensuring sufficient
9 funds have been obligated, and if questionable, resolving with the
10 submitting unit determining accounts involved. The review will
11 include coding transactions, and processing material through data
12 processing for application in the accounting system; 2) analysis and
13 reconciliation of computer printouts with operating unit reports
14 (contacting units, researching causes of discrepancies, and taking
15 action to ensure that accounts balance). Supervisor provides
16 suggestions for handling unusual or non-recurring transactions.
17 Conformance with requirements and technical soundness of
18 completed work are reviewed by the supervisor, or are controlled by
19 mechanisms built into the accounting processes.

20 **Fuel Distribution System Mechanic**

21 Maintains and repairs fuel storage and distribution systems, using
22 hand and power tools and testing instruments. Inspects fuel
23 receiving, storage, and distribution facilities to detect and correct
24 leakage, corrosion, faulty fittings, and malfunction of mechanical
25 units, meters, and gauges such as distribution lines, float gauges,
26 piping valves, pumps, and roof sumps. Inspects electrical wiring,
27 switches, and controls for safe-operating condition, grounding, and
28 adjustment. Lubricates and repacks valves. Lubricates pumps,
29 replaces gaskets, and seals and corrects pumping equipment
30 misalignment. Cleans strainers and filters, services water
31 separators, and checks meters for correct delivery and calibration.
32 Overhauls system components such as pressure regulating valves
33 and excess valves. Disassembles, adjusts, aligns, and calibrates
34 gauges and meters or replaces them. Removes and installs
35 equipment such as filters and piping to modify system or repair and
36 replace system component. Cleans fuel tanks and distribution lines.
37 Removes corrosion and repaints surfaces. Overhauls vacuum and
38 pressure vents, floating roof seals, hangers, and roof sumps.
39 Maintains record of inspections and repairs.

1 **Aircraft Servicer**
2 Services aircraft, performing any combination of the following tasks.
3 Directs incoming and outgoing aircraft near terminal area to assist
4 pilot's maneuvering of the aircraft on ground, using hand or light
5 signals or drives light truck with guiding sign. Secures aircraft in
6 parking position with blocks and stakes. Operates service vehicles to
7 replenish fuel, oil, water, waste system chemicals, oxygen, hydraulic
8 fluid, and to remove waste. Checks for fuel contamination by draining
9 sumps and fuel drains. Operates ground support equipment such as
10 electrical power supply and engine starting units. Examines tires for
11 specified air pressure and condition. Removes and replaces
12 defective tires. Positions and removes boarding platforms to unload
13 or load aircraft passengers. Unloads and loads luggage, mail, freight,
14 and other cargo, using tow truck with luggage carts. Cleans exterior
15 or interior of aircraft, using portable platform ladders, brushes, rags,
16 water hose, and vacuum. May deice aircraft wings and assemblies,
17 using glycol mixture. May load and unload containers of food,
18 beverages, and dishes for in-flight meal services. May trace lost
19 luggage for customers and prepare lost baggage claims. May install
20 drag chutes or retrieve them and send them to parachute shop for
21 re-packing.

1 **APPENDIX D**

2 **IAM NATIONAL PENSION PLAN**

3 I.A.M. NATIONAL PENSION FUND
4 NATIONAL PENSION PLAN
5 STANDARD CONTRACT LANGUAGE
6

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

12
13 \$1.00 per hour effective October 1, 2009

14 \$1.25 per hour effective October 1, 2010
15

16 If the employee is paid only for a portion of an hour/day,
17 contributions will be made by the Employer for the full hour/day.
18

- 19 B. The Employer shall continue contributions based on a forty (40)
20 hour work week while an employee is off work due to paid
21 vacations or paid holidays. The Employer shall also make
22 contributions whenever an employee receives severance pay,
23 vacation pay at termination, or vacation pay in lieu of time off.
24

- 25 C. Contributions for a new, temporary, probationary, part-time and full-
26 time employee are payable from the first day of employment.
27

- 28 D. The I.A.M. Lodge and Employer adopt and agree to be bound by,
29 and hereby assent to, the Trust Agreement, dated May 1, 1960, as
30 amended, creating the I.A.M. National Pension Fund and the Plan
31 rules adopted by the Trustees of the I.A.M. National Pension Fund
32 in establishing and administering the foregoing Plan pursuant to
33 the said Trust Agreement, as currently in effect and as the Trust
34 and Plan may be amended from time to time.
35

- 36 E. The parties acknowledge that the Trustees of the I.A.M. National
37 Pension Fund may terminate the participation of the employees
38 and the Employer in the Plan if the successor Collective Bargaining
39 Agreement fails to renew the provisions of this pension Article or
40 reduces the Contribution Rate. The parties may increase the

1 Contribution Rate and/or add job classifications or categories of
2 hours for which contributions are payable.

3

4 F. This Article contains the entire agreement between the parties
5 regarding pensions and retirement under this Plan and any
6 contrary provisions in this Agreement shall be void. No oral or
7 written modification of this Agreement shall be binding upon the
8 Trustees of the I.A.M. National Pension Fund. No grievance
9 procedure, settlement or arbitration decision with respect to the
10 obligation to contribute shall be binding upon the Trustees of the
11 said Pension Fund.

1 **APPENDIX E**

2 **DUES CHECK-OFF**

3 Upon receipt of a signed authorization from the employee involved,
4 the Company shall deduct from the employee's pay an amount
5 necessary to satisfy his/her financial obligations to the Union during
6 the period provided for in said authorization. The amount will be
7 certified by the Financial Secretary of the Local Lodge. Deductions
8 shall be made from the first pay of the employee after receipt of the
9 authorization and monthly thereafter from the first pay of the
10 employee in each month.

11 Deductions provided in above shall be remitted to the Financial
12 Secretary of the Union no later than the tenth (10th) day of the month
13 following the month in which the deduction was made and shall
14 include all deductions made in the previous month. The Company
15 shall furnish the Financial Secretary of the Union, monthly, with a
16 record of those for whom deductions have been made and the
17 amounts of the deduction, and the names of those employees for
18 whom deductions were not made and the reasons they were not
19 made.

20 The parties agree that check-off authorization shall be in the
21 following form:

22
23 **DUES DEDUCTION AUTHORIZATION**

24 I hereby authorize and direct the Company to deduct from wages
25 due me each month, commencing with the month of
26 _____, _____, the appropriate amount to
27 maintain my membership in, and/or financial support of, said District
28 Lodge in accordance with the Constitution of the International
29 Association of Machinists and Aerospace Workers and
30 communicated to said Company, and all amounts as provided for
31 during any month by the Collective Bargaining Agreement or
32 amendments between the Company and the Union then in effect.
33 This assignment and authorization shall also include an initiation fee
34 or uniformly imposed payment as specified by the Financial
35 Secretary of the Union, which is to be deducted from wages due me
36 in the month of _____, _____. These
37 deductions shall be made payable to, and be remitted to the
38 Secretary-Treasurer of said District Lodge.

1 This assignment and authorization shall be irrevocable for a period of
2 one year from the date hereof or until the termination date of any
3 applicable Collective Bargaining Agreement, whichever occurs
4 sooner, and shall automatically be renewed as an irrevocable
5 assignment and authorization for successive yearly or applicable
6 Collective Bargaining Agreement periods thereafter, whichever is the
7 lesser unless I give written notice, by certified mail, of revocation to
8 the Company and the Union not more than twenty (20) and not less
9 than five (5) days prior to the expiration of each yearly period or of
10 each applicable Collective Bargaining Agreement, whichever comes
11 sooner.

12 I expressly agree this assignment and authorization is independent
13 of, and not a quid pro quo for, Union membership, but recognize the
14 value of the services provided by the Union. It shall continue in full
15 force and effect even if I resign my membership in the Union, except
16 if properly revoked in the manner prescribed above.

17 _____
18 Employee Signature

19

20 If, due to illness or being on vacation, an employee's dues are not
21 checked off, such deduction will be made no later than the tenth
22 (10th) day of the month following his/her return to work.