

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MAYTAG AIRCRAFT CORPORATION**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA,**

**AFL-CIO, CLC**

THIS AGREEMENT, dated as of the 1st day of September, by and between Maytag Aircraft Corporation (hereinafter referred to as "the Company") and the Communications Workers of America, AFL-CIO, CLC (hereinafter referred to as "the Union").

WITNESSETH that

WHEREAS, the Union is the exclusive bargaining agent of certain employees of the Company, and

WHEREAS, the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours and other conditions of employment, and

WHEREAS, the parties desire to reduce the agreement to writing,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

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## **ARTICLE 1 RECOGNITION**

Section 1.1 The Company recognizes the Communications Workers of America, AFL-CIO, CLC as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all regular full-time and regular part-time employees covered by this agreement.

Section 1.2 The Company and the Union agree that the employees covered by this agreement shall consist of the following: Truck Driver / Tractor Trailer, Truck Driver / Heavy, Fuel Distribution System Operator, Motor Vehicle Mechanic, Computer Operator / FAS/ Dispatcher employed by the Employer at Marine Corps Air Station, Yuma, AZ location .

Section 1.3 This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment, or any other disposition of the Employer herein, or by any change geographical or otherwise, in the location of the Employer herein. The Employer agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full terms hereof regardless of any change of any kind in management, location, form of business organization or ownership.

Section 1.4 .All procedures and duties performed within the facilities that are considered duties of the Bargaining Unit, shall not be subcontracted to circumvent the conditions of this Agreement.

Section 1.5 Whenever the word "Employee" is used in this Agreement, it means the Employees in the Bargaining Unit covered by the Agreement.

## **ARTICLE 2 RIGHTS OF MANAGEMENT**

2.1 Except as specifically addressed in this Agreement, the Union recognizes and agrees that the supervision, management, and control of the Company's business, operations, work force, and facilities are exclusively vested in the management of the Company. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct, and control the Company's business, methods, operations, and work force; to hire, promote, transfer, and lay off employees; and lawfully terminate employee for just and proper cause, to demote, discipline, suspend, or discharge employees; and the right to determine the hours and schedules of work, methods, or facilities; or to introduce new or improved materials and services from such sources as deemed necessary by the Company, is vested exclusively in the management of the Company. Further, the Company retains the sole and exclusive right to determine the levels and volumes of services; add or drop service lines; sell or lease the business; contract out services; modify and enforce practices, policies, or procedures; to determine the number and qualifications of persons employed or assigned specific jobs; to assign work to such employees; and to take such measures as management may determine to be necessary. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered herein under the procedures provided in this Agreement.

2.2 The above-mentioned management rights are not all-inclusive, but rather indicate the type of rights, which are reserved to management. All other rights traditionally exercised by management are also expressly reserved, even though not enumerated above. The failure of the Company to

exercise any function or right reserved to management, or the exercise of any function or right in a particular way, shall not constitute a waiver of the Company's authority to exercise such right.

### **ARTICLE 3 UNION AND COMPANY RELATIONS**

Section 3.1 Union Activity During Working Time. Solicitation of Union membership, collection or checking of dues will not be permitted during working hours. The Company and Union agree not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during working time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Company and the Union, is subject to disciplinary action.

Section 3.2 Strikes and Lockouts. The Union, its officers, agents, representatives and members agree that for the duration of this Agreement there shall be no strikes, sit downs, slowdowns, stoppages of work or any acts of any nature which would slow down or interfere with production and no picketing of any kind on or near MCAS Yuma, whether predicated upon economic issues, grievances, contract violations whether real or alleged. The Company agrees that for the duration of this Agreement, there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons. If the Union escalates a grievance to arbitration regarding an alleged violation of this section, it is understood and agreed that the arbitrator will have the authority to determine the severity of the violation and mitigate the discipline.

3.2(a) In the event of any violation of this section, 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 about an end to such misconduct.

#### Section 3.3 Union Security

3.3(a) Membership in the Union is not compulsory. Employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay Union dues or pay an Agency fee to the Union, but not both. If such condition of employment is not met, the employee's employment shall be terminated and such discharge shall be deemed to be for just cause as in compliance with standards permitted by the N.L.R.B. and court decisions relating to Agency shop requirements. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

3.3(b) Each employee in the bargaining unit shall, beginning on the 31ST day following the execution of this agreement or the 31ST day following his/her employment, rehire, reinstatement, reemployment, recall, transfer, or regression into the bargaining unit shall elect to either, as a condition of continued employment in the bargaining unit, execute and deliver to the company (with a copy to the Union) a Dues/Agency Fees Deduction Authorization as provided for in this Article that shall authorize the Company to deduct from the employee's pay an amount of money equal to the Union's regular, uniform and usual monthly Union dues / Agency fees to be remitted to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO,CLC as set forth in this Article. It is understood that Union dues / Agency fees are due and payable on the first payday of each month. Employees must use the Union Dues / Agency Fees Deduction Authorization and shall be deemed to have met their obligation under this Article when the Company properly deducts dues from their paycheck on the first pay period of each month.

3.3(c) Any employee within the bargaining unit who is required to contribute to the Union as provided for in Section 3.3(b) of this Article and who is subsequently transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.

3.3(d) No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Company's active payroll including layoff.

3.3(e) An employee within the bargaining unit shall be considered in good standing for the purpose of this Article when such employee pays through authorized payroll deduction the Union's regular uniform and usual monthly Union dues or Agency fees as are authorized by the employee to be withheld in accordance with this Article. Once the Union becomes aware of the employee's delinquency and the Union notifies the employee of the delinquency the employee will have fifteen (15) calendar days to resolve the delinquency. If the delinquency is not resolved the Union shall notify the Company and the employee and the Company shall discharge the employee on the fifteenth (15th) calendar day after said notification, if the delinquency is not resolved.

3.3(f) Deductions shall be made for the accrued regular monthly Union dues or Agency fees of each employee in the bargaining unit for whom the Union Dues or Agency Fees Deduction Authorization has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that such sufficient earnings remain to cover Union dues or Agency fees after all deductions required by law are made, and such Union dues or Agency fees deductions shall continue in like manner monthly thereafter, except as qualified in this Article.

3.3(f) 1 Deductions shall be remitted to the Secretary-Treasurer of Communications Workers of America, AFL-CIO,CLC within ten (10) days following the first payday of each month. The Company will furnish the Secretary- Treasurer, at the same time, a list compiled in alphabetical order of those employees for whom deductions have been made and the amount of each deduction.

3.3(f) 2 When ceasing to deduct Union dues or Agency fees for any reason, the Company will submit the name(s) of such employee(s) in alphabetic order, and the reason for no deduction to the Secretary- Treasurer of Communications Workers of America, AFL-CIO,CLC at the same time the monthly dues deduction list is remitted.

3.3(f) 3 When ceasing to deduct Union dues or Agency fees for any reason, the Unit President will be notified to the stoppage within one (1) business day of the stoppage.

3.3(f) 4 Collection of any back dues owed at the time of starting deductions for any employee and collection of the dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deduction.

3.3(g) At the time this agreement becomes effective, the parties agree to begin to use the following Dues Deduction Authorization Card for all new dues deduction. In addition, each individual authorization card signed and dated prior to the date of the contract ratification shall, upon ratification, have its effective date changed to reflect the ratification date and initial irrevocable period shall run one (1) year from the date of the ratification of the Collective Bargaining Agreement. Thereafter, dues authorization shall conform to the terms of the Dues Authorization Card.

3.3(h) The Union Dues or Agency Fees Deduction Authorization Card for the deduction and check-off of Union dues or Agency fees is included in this Agreement as Attachment A.

3.3(i) The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article provided the Company has met its obligations under the terms of this Article.

Section 3.4 International Representative - Access to Work Site. Subject to Marine Corps Air Base, Yuma, AZ and other national level security restrictions and requirements, the International Representative of the Union shall have access to the Company work sites during working hours for the purpose of conducting legitimate Union business pertaining directly to this Agreement for the investigation and advisement in the handling of grievances. The Union shall keep the Company Manager of Human Resources currently informed in writing of the name of the accredited International Representative. Upon advance notice of at least two days, the Company will arrange for facility access for the International Representative during working hours. All visits by the Union will be coordinated with the Project Manager and the Project Manager may limit visits during high workload periods. The Company will not arbitrarily preclude Union rep. visits.

3.5 Shop Stewards. A Shop Steward will represent all employees in the bargaining unit and may process a grievance only concerning matters affecting the bargaining unit. The Union may select not to exceed, except by mutual agreement, one (1) Chief Steward, and one (1) Steward. The Union shall keep the Company currently informed in writing of the names of the Chief Steward and the Steward. Except as otherwise provided under the Company's Management Rights an employee, while serving as Steward, shall not be removed from his/her job, so long as other employees remain in his/her job, and area.

Section 3.6 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance. Each steward shall notify and obtain permission from his supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the International Representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, International Representative, or his designee, relating to a complaint or grievance.

3.6(a) The scope of the Steward's activities shall include the following:

3.6(a)(1) To confer with an employee and gather facts and information about an alleged complaint or grievance covering this Agreement before presentation to management.

3.6(a)(2) To present a complaint or grievance concerning this Agreement to an employee's immediate supervisor in an attempt to settle the matter for an employee.

3.6(a)(3) To meet with appropriate supervision or other designated representatives of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

Section 3.7 Bulletin Boards. The Union agrees to provide a bulletin board for the exclusive use of the Union at an appropriate Company designated location in the operation. The purpose of the bulletin board is for the posting of information as follows: (a) notices of Union meetings, (b) notices

of official Union elections and results, (c) notices of Union appointments, and (d) any other official Union notices which shall be specifically approved in writing by the Project Manager or his designee.

Section 3.8 Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the work place, including but not limited to, the employee's job performance. An employee may request the presence of a union steward, if he believes that disciplinary action may result,.

Section 3.9 Joint Meetings. This Section is intended to provide a free avenue of communication between the Union and the Company. Suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints. Should either party desire to discuss with the other any matter affecting the relationship of the parties, a meeting of Union and Company representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Company time for attendance at such meetings shall be arranged in advance with mutual agreement and with consideration of operational concerns.

#### Section 3.10 DISCIPLINE AND DISCHARGE

3.10 (a) All employees are required to comply with the Company's regulation, policies, and standards of behavior and performance. The Company has established a progressive discipline policy in which it attempts to provide employees with notice of deficiencies and opportunity to improve. The Company reserves the right to discipline and discharge any employee for just cause and the determination of just cause shall be subject to the grievance procedure of this agreement. No employee shall be discharged, except as hereinafter provided, unless he shall have been given warning notices, in writing. Such notice shall state the complaints of the Company. If a disciplinary infraction that involves safety/security, notwithstanding the language in 3.12 (c), then a suspension may occur for the first offense.

- 1st Offense – Verbal Warning
- 2nd Offense – may involve Written Warning
- 3rd Offense - may involve Suspension
- 4th Offense – may involve Discharge

3.10 (b) All formal disciplinary notices and warnings, shall be reduced to writing. Employees shall sign and receive a copy of all disciplinary notices. It shall be understood that their signature shall not be construed as an admission of guilt, but only as acknowledgement of receipt of the notice.

3.10 (c) No warning notice shall be given to an employee before he is discharged if the cause of the discharge is: for serious misconduct, such as but not limited to, disclosure of confidential trade information, theft of property, direct insubordination (refusal to take orders or refusal to work on the job assigned subject), possession of, or under the influence of alcoholic beverages or non-prescribed drugs while on company property or time, (including breaks and lunch periods), falsification of Company, State or Federal documents, assault of fellow employees, supervisors, suppliers, Company customers, or customer's representatives while on duty or company time or premises. All official disciplinary warnings against an employee shall be in writing and a copy thereof shall be given to the Union.

#### **ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION**

Section 4.1 Establishment of Grievance and Arbitration Procedure. Grievance or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to the terms of this Article relating to cases of suspension or dismissal for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance procedure.

Section 4.2 Employee Grievances. In the case of grievances on behalf of employees and subject to the further provisions of Section 4.3 below, relating to cases of layoff or suspension or dismissal for cause or involuntary resignation:

STEP 1. Oral Discussion. The employee first shall discuss his grievance with the Steward and if the Steward considers the grievance to be valid the employee and the Steward will contact the employee's supervisor and will attempt to reach a settlement of the complaint within 5 workdays of the occurrence or discovery of the alleged grievance. This procedure, however, will not prevent an employee from contacting his supervisor if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present .

STEP 2. Grievance Reduced to Writing. Handling at Supervisory Level. If no settlement is reached in Step 1, the Steward may within 5 workdays reduce to writing a statement of the grievance or complaint to which the shop steward must sign and it shall contain the following:

(a) The facts upon which the grievance is based and the date of occurrence or discovery of the alleged grievance.

(b) Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of suspension or dismissal for cause or for involuntary resignation).

(c) The remedy sought. The Steward shall sign and submit the written statement of grievance to the supervisor for his consideration, with a copy to the designated representative of the Company. After such submission, the supervisor and the Steward may, within the next five (5) workdays, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made. Otherwise, promptly after the expiration of such five (5) workday period, or agreed extension, the supervisor and the Steward shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance Handling at International Representative and Company Director of Business Operations Level. If no settlement is reached in Step 2 within the specified or agreed time limits, the International Representative or his designee may at anytime thereafter submit the grievance to the Company's Director of Business Operations. After such submission, the Director of Business Operations and the International Representative or his designee may, within the next ten (10) workdays, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the designated representative of the Company and the International Representative, or his designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 4. Written Grievance Handling at International Representative and Company Vice President Level. If no settlement is reached in Step 3 within the specified or agreed time limits, the International Representative or his designee may at anytime thereafter submit the grievance to the Company's Vice President. After such submission, the designated representative of the Company

and the International Representative or his designee may, within the next ten (10) workdays, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the Vice President and the International Representative, or his designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 5. Mediation: If no agreement has been reached within ten (10) working days, per Step 4, either party may submit the grievance or dispute to the Federal Mediation and Conciliation Service (FMCS) for resolution.

STEP 6. Arbitration: If federal mediation is unsuccessful in resolving the grievance, it may be presented for Arbitration to the American Arbitration Association.

Precedents. A final decision, made with respect to any grievance on the first or second step, shall apply to all similar grievances and shall become a binding precedent in the case of other grievances. All settlements must be consistent with the terms and conditions of this Agreement

Section 4.3 Suspensions, Dismissals, Layoff, etc. With the exception of the below list of non-grievable terminations, in cases of layoff, dismissal or suspension for cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Company within ten (10) workdays after the date of layoff, suspension or dismissal for cause, or involuntary resignation, or within ten (10) workdays after the date of the mailing of the copy of the slip. The written grievance then may be processed through subsequent steps.

No warning is required and discharge may be immediate in cases, which include, but are not limited to, the following:

Drunkenness or under the influence of drugs on the job or when reporting to work.

Fighting on the job.

Insubordination.

Leaving the job without relief or permission.

Negligence resulting in major or costly damage.

Stealing Company or Government property or using without permission, unless work related.

An employee is absent for three (3) days without previously notifying the Company, except in cases of justifiable extenuating circumstances.

An employee fails to return to work within five (5) calendar days of notice of recall given by the Company or by Registered or Certified mail.

An employee overstays a leave of absence without notifying the Company, except in cases of justifiable extenuating circumstances as determined by the Company.

An employee engages in other employment during a leave of absence without obtaining prior permission of the Company.

An employee gives false reasons for obtaining a leave of absence.

An employee loses his clearance or other "condition of employment" certification or qualification, such as a CDL.

An employee has been in layoff status or is absent because of sickness or injury or similar cause for more than twelve (12) months; extension may be granted upon written request.

An employee who causes sabotage, theft, inflicting or the intent to inflict bodily harm on another employee or agent of the Company or other job-related personnel that is not in performance of the job.

Sleeping on the job.

A significant safety violation as determined by the Company or the Government.

Section 4.4 Union Versus Company. Processing of grievances which the Union may have against the Company shall begin with step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the Company, and shall contain the following:

(a) Statement of the grievance setting forth the facts upon which the grievance is based.

(b) Reference to the section or sections of the Agreement alleged to have been violated.

(c) The correction sought.

The grievance shall be signed by the designated representative of the Union. If no settlement is reached within ten (10) workdays (unless mutually extended) from submission of the grievance to the designated representative of the Company, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. If desired, the grievance steps following Step 3 may be implemented by Union provided each step is followed and not skipped.

Section 4.5 Retroactive Compensation. Grievance claims properly submitted under the provisions of Article 4 involving retroactive compensation shall be limited to thirty (30) calendar days; prior to the written submission of the grievance to Company representatives, provided, however, that this thirty (30) day limitation may be waived by mutual consent of the parties.

Section 4.6 Selection of Arbiter - From Federal Mediation and Conciliation Service.

The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbiters. Such requests shall state the general nature of the case and ask that the nominees, be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The remaining person shall be the arbiter.

Section 4.7 Arbitration - Rules of Procedure. Arbitration pursuant to Step 6 shall be conducted in accordance with the following

4.7(a) The arbiter shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.

4.7(b) The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

4.7(c) The arbiter shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.

4.7(d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment

and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

4.7(e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

4.7(f) The compensation and necessary expenses of the arbitrator, mutually approved in advance, shall be borne equally by both parties.

4.7(g) The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

Section 4.8 Extension of Time Limits by Agreement. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent. No step of the grievance process can be skipped and if the stipulated timeframes are not met the grievance will be considered resolved and may not be reopened or re-grieved.

Section 4.9 Agreement Not to be Altered. In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 4.10 Conference During Working Hours. All conferences resulting from the application of provisions contained in this Article may be held during working hours on a not-to-interfere basis with the performance of the Government contract.

Section 4.11 International Representative, When Not Available May Authorize Designee. For any period that the International Representative is unavailable to serve in that capacity under this Article 4, he may designate an accredited Union representative to act for him, as his designee. As to each such period of unavailability, authorization of the designee will be accomplished by the International Representative informing the appropriate Company representative of the expected period of International Representative's unavailability to perform his duties under this Article 4, he shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

Section 4.12 Signing Grievance Does Not Concede Arbitral Issue. The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance procedure under the terms of this Article.

## **ARTICLE 5 SENIORITY**

Both parties hereto agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to his employer, and that length of service should be one criterion in receiving recognition in case of promotion. Both parties further agree, that the principle of seniority, where qualifications, productivity and dependability are reasonably equal, provided that an employee is not considered to be in a "disciplinary status," shall be used for promotion or for retention in case of a reduction in force.

Section 5.1 Probationary Employees.

5.1(a) For the first one-hundred and twenty (120) days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be established as of one-hundred and twenty (120) days prior to the completion date of his probationary period.

5.1(b) During such one-hundred and twenty (120) day period, probationary employees may be laid off or terminated at the discretion of the Company. It is understood those employees hired who do not satisfactorily pass either the pre-employment medical test or the security background check will be considered probationary employees under this section. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

Section 5.2 Establishment of Seniority. The seniority date of each employee, who, as of the effective date of this agreement, is in the unit defined in Article 1, Recognition, on authorized leave of absence from the unit or acting in a supervisory capacity over employees in the unit shall be in conformance with the date carried on the Company's service records. The seniority date of each employee, who, subsequent to the effective date of this agreement is hired or rehired into the unit shall be the effective date of such hire or rehire.

Section 5.3 Employees With Identical Seniority Dates. When two or more employees have the same seniority date as herein provided, the employee having the lowest last four (4) digits of one's social security number shall be considered as having the highest seniority for tie breaking purposes.

Section 5.4 Accumulation Seniority. Seniority shall accumulate to:

5.4(a) Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1, Recognition, of this Agreement:

5.4(b) Employees who are promoted to positions supervising bargaining unit employees, shall retain and continue to accumulate seniority for a period of one hundred and eighty (180) calendar days, while they remain in a supervisory position;

5.4(c) Time spent on authorized leave of absence for Union business in accordance with Article 8, Leave of Absence;

5.4(d) Employees while on active military service and reinstated in compliance with applicable law;

5.4(e) Time lost by reason of industrial injury, or industrial illness incurred during employment as part of this CBA and with the Company not to exceed the time limits on layoff status provided in Section 5.4(h);

5.4(f) Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;

5.4(g) The first 30 days of any other authorized leave of absence;

5.4(h) Time spent on layoff for a period not to exceed (1) year.,

5.4(i) Part-time Employees will accrue seniority on a pro rata basis; two (2) years part-time equals one (1) year full-time.

Section 5.5 Promotion and Transfers. It is the preference of the Employer to promote from within the Bargaining Unit based on the skill and ability necessary to do the work and every effort will be made to promote from within. However, nothing contained herein precludes the Employer from hiring outside the existing organization. It is understood that the Employer only will decide from the Employees, who submit job bids for promotions, based on the job qualifications and job performance. Where Employee qualifications and job performances are determined to be equal, seniority shall be the determinant, as long as an employee is not considered to be in a disciplinary status. Employees who are pending or undergoing disciplinary measures (e.g., a suspension, or a performance improvement period) imposed as a result of an official Company counseling action, regardless of seniority, does not have to be considered for promotion.

5.5(a) Posting - The Employer will announce job openings and will post the openings for a period of five (5) work days, unless due to unusual circumstances the Employer needs to fill the slot earlier, in which case, the positions may be filled temporarily pending the outcome of the posting. The successful bidder must have the skill and ability necessary to perform the duties of the job being bid; however, when the Employer determines two or more Employees not pending or undergoing disciplinary measures who bid for a job are equally qualified and their job performance is equal, then seniority shall be the determining factor.

5.5(b) Bidding -Employees desiring to bid on a job vacancy may do so by submitting a completed Job Posting Application prior to the close of the posting period. Copies of the completed applications may be made available to the designated steward for inspection to ascertain who bid on available positions but not to challenge hiring process or individual qualifications.

5.5(c) Advance Bidding - An Employee who desires a transfer or promotion shall notify the Employer by submitting an advance Job Posting Application for the desired job classification. The Job Posting Application will be maintained in the Employer's office. Advance bids will be considered with the bids submitted at the time of the posting.

5.5(d) The bidding Employees shall be notified as to the bid results.

## **ARTICLE 6 WORK WEEK, HOURS OF WORK, SHIFTS**

Section 6.1. Workweek. The workweek for full-time Employees shall consist of forty (40) hours per week for five (5) consecutive days.

6.1(a) Regular full-time and regular part-time Employee. A full-time Employee is an Employee who regularly works forty (40) or more hours per week on a regular recurring basis throughout the year. Part-time Employees work a regularly scheduled workweek and less than forty (40) hours per week on a regular recurring basis throughout the year.

Section 6.2 Starting Time. The starting time of the various shifts and work hours will be determined by Management given Contract Performance Work Statement (PWS) requirements.

Section 6.3 Shift Preference. The Company shall have the exclusive right to assign Employees to any shift. Subject to the foregoing, senior employees not in a disciplinary status who have a shift preference on file shall be given preference over other employees and new hires for placement in an available job in their classification in their work center. Under no circumstances will the provisions of this Section be construed to enable an employee, at his instance and request, to displace a less senior employee from his job and shift.

## **ARTICLE 7 OVERTIME**

Section 7.1 Overtime. The Company will attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the work on a straight time basis by seniority, qualifications, and disciplinary status; however, in cases of selective overtime, new hires or rehires may be excluded for the first ninety- (90) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime. A reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Company.

Section 7.2 Time Worked. Time worked within an assigned shift period shall be compensated at straight time rates.

Section 7.3 Overtime Calculation. Overtime shall be paid at one and one-half (1.5) times an employee's base rate, for all hours worked in excess of forty (40) hours in the workweek.

7.3(a) There shall be no pyramiding of overtime pay or any other differential.

7.3(b) Overtime, to the maximum extent possible, will be rotated by seniority among qualified Employees.

7.3(c) If an emergency exists, the Employer shall offer the overtime to those qualified Employees currently on the time clock by seniority if feasible.

7.3(d) No Full Time Employee shall have his/her schedule changed during the actual workweek to avoid the payment of overtime.

Section 7.4 Wage Payment Basis. Employees shall be paid for time worked computed to the nearest quarter hour.

## **ARTICLE 8 LEAVE OF ABSENCE**

Section 8.1 Authorized Leaves of Absence. For the time period indicated in each instance, leaves of absence (without pay except to the extent vacation credit or sick leave credit can be used and is used under and in accordance with Articles 16, Vacations, and Article 17, Sick Leave,) may be granted to an employee on the active payroll.

8.1(a) In case of accident or illness, and under the guidelines and terms of the Family Medical Leave Act (FMLA), for the period of time the injury or illness requires that the employee be absent from work. The Company may require satisfactory proof of such illness. Alcoholism may be the basis for granting medical leave to individuals while under treatment at a recognized and accepted treatment center or hospital if such treatment is requested prior to the employee being terminated for unsatisfactory attendance or violation of other Company rules.

8.1(b) In pregnancy cases, and under the guidelines and terms of the FMLA, upon request of the employee or at such time as leave shall be mandatory under any applicable law. The Company must be notified upon medical confirmation that a pregnancy exists.

8.1(c) For the period of time necessary to serve in the Armed Forces of the United States.

8.1(d) Leaves of absence without pay for Union business will be granted to employees of the Company who have been selected by the Union to attend such functions as conferences, conventions, and union educational courses, not to exceed ten (10) days provided the Union notifies the Company in writing seven (7) days in advance and receives concurrence from the

Project Manager or his designee. No more than two (2) employees may be on such leave at any one time. Deviations to the advance notice and numbers of employees on Union leave will be handled on a case by case exception basis. Due to operational requirements such requests may be denied.

8.1(e) The Company may grant leaves of absence without pay for other reasons that the Company considers valid, such as Family Leave or for personal reasons.

8.1(f) Requests for leaves of absence must be made in writing to the Company and specify the reason for the absence.

Section 8.2 Return from Leave of Absence. An employee who applies for return from leave of absence on or before the expiration date of his leave will be returned in accordance with the following:

8.2(a) When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job which was last held,

8.2(a)(1) The employee will be returned to that job if this does not conflict with Article 12, Workforce Administration,

8.2(a)(2) If this does conflict with Article 12, Workforce Administration, the employee will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to procedures with Article 12, Workforce Administration.

8.2(b) When an employee returns from a leave of absence described in paragraph 8.1(a) and is not able to perform the job last held due to medical limitation, he will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to Article 12 procedures

8.2(c) When an employee returns from a leave of absence that was granted due to non-industrial injury or illness incurred working under this CBA or because of pregnancy, and the period of the leave has not exceeded one year, and the employee is able to perform the job last held, the steps and procedures of Subparagraphs 8.2(a)(1) and 8.2(a)(2), limitation will apply.

8.2(d) When an employee returns from a leave of absence described in paragraph 8.1(c) and is medically not able to perform the job which he last held due to medical limitation, he will be considered for any job which he is qualified and able to perform; otherwise, he may be placed on layoff, in accordance with Article 12.

8.2(e) If leave was granted due to non-industrial injury or illness and the period of leave is in excess of one year, the employee may be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, he may be placed on layoff.

8.2(f) If leave was granted for military service, the provisions of applicable laws shall apply.

8.2(g) If leave, irrespective of length, was granted for any reason other than those stated in paragraphs 8.2(a) to 8.2(f), the employee will be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, the employee may be placed on layoff.

## **ARTICLE 9 SAFETY**

Section 9.1 The Company shall comply with applicable Federal, State and Local laws and regulations regarding safety and health, relative to its operations at MCAS, Yuma, AZ. The Company will minimize and/or eliminate known hazards by reasonable safeguards. However, nothing in this article is intended to conflict with the Company's contractual requirements to the U. S. Marine Corps (USMC) or the Defense Energy Support Center (DESC). Should a conflict arise, stipulations of the Government Contract will prevail.

Section 9.2 The Company shall provide employees with required safety apparel and equipment as required by the Government Contract and PWS. Additionally, the Company will determine and provide employees the tools necessary for the performance of their duties. The Company will also provide first aid and medical services to treat victims of accidents/health hazards on its premises.

Section 9.3 If an employee believes that a condition on the job presents a clear and present hazard endangering life, limb, health, or property, the employee will immediately inform the Project Manager or if unavailable the representative on duty to further evaluate the situation and determine a proper course of action.

Section 9.4 Requirement of Medical Examination. In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee returning to work following a Medical Leave of Absence or extended medical leave or documented substantial inability to perform the majority of the employees assigned duties and responsibilities, may be required through Government regulations or by the Company to undergo a medical examination by a doctor of the Government's or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from his own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for his analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute.

## **ARTICLE 10 SEPARABILITY**

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

## **ARTICLE 11 MISCELLANEOUS**

Section 11.1 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 whom the cognizant Security Agency, in the interest of security refuses to give access to classified information and/or work. However, the Company will give consideration to assigning an employee in his job title to an area for which he is qualified and a clearance is not required

Section 11.2 Non-Discrimination. All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of Federal laws, such administration shall not be considered discrimination under this Section.

Notwithstanding any other provision of Section 11.3 of this Agreement, a grievance alleging a violation of this Section 11.3 shall be subject to the grievance procedure and arbitration of Article 4, Grievance Procedure and Arbitration, only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section shall not be subject to the grievance procedure and arbitration under this Agreement.

Section 11.3 Successor and Assigns. This Agreement shall be binding upon and shall insure 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 1, Recognition, the Company shall be released from all obligations on the project(s) so affected under this Agreement. In the event that any other unit of the Company takes over any part of the business, as defined in the recognition Article of the agreement, this agreement shall remain in full force and effect.

Section 11.4 Employees who are injured at work under this CBA and sent for medical treatment will be paid for the treatment time, and if directed, will be paid up to the end of their shift for time lost during that work day. Employees who have returned to work after a workplace injury or work related illness and are required to receive treatment or therapy for the workplace injury or illness, which is scheduled during their regular work, will be paid for the lost time.

Section 11.5 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

Section 11.6 Bargaining Unit Status Report. An annual seniority list will be provided to the Union. The report will include the following information:

- (a) Employee name
- (b) Employee Identification Number
- (c) Job title and number
- (d) Seniority date

Section 11.7 Masculine - Feminine References. In construing and interpreting the language of this Agreement, reference to the masculine such as "he", "him", or "his" shall include reference to the feminine.

Section 11.8 This Contract represents complete collective bargaining and total agreement by the parties regarding wages, rates of pay, working conditions, hours and conditions of employment for the duration of this Contract. Any aspect of hours, rates of pay, wages, conditions of employment, and any other matters not covered in this Contract are declared to have been eliminated or waived for the term of this agreement. This Contract shall not be modified, altered, changed or amended in any respect, except by mutual agreement set forth in writing and signed by both parties.

## **ARTICLE 12 WORK FORCE ADMINISTRATION**

Section 12.1 Layoff. If a reduction in the number of Employees should become necessary because of lack of work, such reductions shall be on the basis of the least amount of seniority within the job classification and qualifications. The Employee with the most seniority, within the job classification, who was laid off or reduced, who has the qualifications, skills and ability to do the work at once shall be recalled first.

12.1(a) Full-time Employees laid off because of lack of work shall be offered part-time work within the department if part-time work is available and the full-time Employee is qualified to perform the part-time work even if this means replacing part-time Employees. Employees who accept such part-time work shall be regularly available for the scheduled hours on a continuing basis.

12.1(b) When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Union shall endeavor to meet to discuss the application of the provisions set forth in this Article prior to any reductions or layoffs.

12.1(c) Providing that the Government Contract reduction provisions allow for it, notification of layoff for all Employees subject to such action shall be two (2) weeks notice or two (2) weeks pay in lieu of notice. Otherwise, contract terms will apply.

Section 12.2 Recall. The Employer shall mail a Registered or certified notice of recall to the appropriate Employee. It is the Employee's responsibility to respond within two (2) workdays after receipt of notification and must report for work within five (5) calendar days of the date of receipt of mailing, unless extended by the Employer. All notices required under the provisions of this Article shall be sent to the Employee at the last address filed with the Employer.

12.2(a) Notice by the Employer to the last address filed, as outlined. above, shall be considered as fulfilling the recall notice requirements. An Employee failing to comply with the provisions of this Article shall be considered as having voluntarily resigned from the service of the Company.

Section 12.3 Temporary Assignment. The Company may temporarily assign employees to perform work assignments described for other job classifications.

Section 12.4 Performance of Work. Supervisors and other non-bargaining unit employees will not normally perform the duties of employees in the bargaining unit, except in emergency situations or for the purpose of instructing employees.

## **ARTICLE 13 JURY DUTY**

Section 13.1 A full time employee absent from work due to required jury duty will be paid for such lost hours at his current straight time base rate up to a maximum of eight hours. Employees will be paid three (3) days jury duty pay maximum and will be excused from their scheduled shift if they serve more than four (4) hours on each day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (one (1) hour of this time will be considered as travel preparation time). Fees received for jury duty will be deducted from such pay. Such payments shall be limited to three (3) days in one calendar year. The employee will furnish to the Company evidence satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section.

## **ARTICLE 14 SHORT-TERM MILITARY DUTY**

An employee who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services duty as documented and verified by a superior officer, shall be paid his normal straight time earning. The amount due to the employee under this Article shall be computed and paid upon receipt of the employees Earnings and Leave statement, reduced by the amount received from the government body identified with such training duty or services for the period of such duty. Such items as subsistence (does not include allowance for quarters), uniform and travel allowance shall not be included in determining pay received from state or federal government. The calendar year maximum is 80 hours.

## **ARTICLE 15 RATES OF PAY**

Section 15.1 Base Rate Structure. Current Job classifications and wage rates that are in effect from February 1 ,2004 through January 31, 2005 are listed in Appendix D. Revised job classifications and base rates effective February 1, 2005, as negotiated, are set forth in Appendix D.

Section 15.2 Reassignments. When an employee is downgraded for any reason their hourly rate will be reduced to the hourly rate of the employee's classification. When an employee works in a higher classification, as directed by the Company, they shall receive the higher rate of pay.

Section 15.3 Paydays. Paydays for employees under this agreement on all shifts shall be on or before Friday of every second week, at which times they will be paid through the Sunday of the preceding week, except when circumstances intervening beyond the Company's control make such practice impossible.

Section 15.4 Night Differential. An employee assigned to the second shift shall receive a shift differential of two percent (2%) per hour between 1800 and 0600 hours which shall be added to his base rate and made a part thereof.

Section 15.5 Report Time/Call-In Time. If a regular full-time employee reports for work in accordance with instructions he shall receive a minimum of two (2) hour pay at his base rate (excludes part time employees). Report time will not apply in case of emergency shut down arising out of any condition beyond the Company's control. An employee who leaves work because of incapacity (other than industrial injury), or leaves work of his/her own volition, and that absence is approved by his supervisor, or who is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee that leaves work because of incapacity due to industrial injury incurred while working under this CBA will be paid eight hours pay at this base rate.

Section 15.6 Effective Date of Increases. The actual date of all increases as identified in this section will be the beginning of the first pay period following the effective date of change.

## **ARTICLE 16 VACATIONS**

Section 16.1 General. It is the policy of the Company to grant vacation to full time and part-time employees after each year of service. It is believed that a reasonable period of time away from the job is conducive to good health and well being and can have a refreshing effect that is to the advantage of the Company as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a vacation each year .

Every effort will be made to ensure that each employee uses all his vacation credits for time off within the period of time available to him.

### Section 16.2 Vacation

16.2(a) Paid vacation for full-time employees will be awarded as follows:

- (1) An employee with one (1) year of service, but less than five (5) years of service, will be awarded eighty (80) hours of vacation time annually.
- (2) An employee with five (5) years of service, but less than ten (10) years of service will be awarded 120 hours of vacation annually.
- (3) An employee with ten (10) years of service, will be awarded 160 hours of vacation annually.

16.2(b) Vacation will not be earned during period on layoff, strike, or leave of absence. The reduction will be in proportion of 1/365th for each day of absence, rounded to the nearest one-

quarter hour, of the hours applicable to the employee per the vacation schedule outlined above in this Section.

Section 16.3 Eligibility Conditions. The vacation eligibility date will be the date of last hire by the Company or predecessor contractor when service was continuous, or the most recent rehire date following a termination.

16.4 Regular part-time employees are entitled to a prorated amount of vacation based on their earned hours. Continuous service includes the whole span of continuous service with the current Employer or its predecessor(s). Vacation will be calculated by dividing the total number of hours worked in the previous benefit year by 2080, then multiplying that percentage result by the full time earned vacation entitlement and rounding to the nearest one-quarter hour.

Section 16.5 Use of Vacation Credits. Between benefit dates, an employee shall use his earned vacation with pay at the rate in effect at the time his vacation begins, subject to the following conditions:

16.5(a) He shall request vacation dates on forms provided by the Company and the Company will endeavor to schedule his vacation as requested.

16.5(b) In instances where Company management believes the awarding of vacations as requested would interfere seriously with production requirements, the scheduling of vacations shall be as near to the dates requested as possible.

16.5(c) All vacation requests submitted by February 1 of each year will be scheduled based on seniority basis within job classifications. Employees who do not submit their vacation choices by February 1 shall be scheduled for vacation leave in the order in which it is requested (first come first served). During the first year of the Collective Bargaining Agreement, all vacation requests must be submitted by February 1 to be scheduled on seniority within job classification.

16.5(d) There will be no pay-in-lieu of time off for vacation. The intent of this provision is to cause each employee to use the vacation credits awarded for time off.

16.5 (e) When a holiday, as defined in this agreement, falls within an Employee 's vacation such holiday shall not be charged as vacation hours.

16.5 (f) Vacation must be scheduled from each Employee' s anniversary date to anniversary date. The time earned by Employees must be utilized between this timeframe, from anniversary year to anniversary year or it shall be lost. Employees must utilize earned vacation time, as time off from work, and may not receive monetary compensation for vacation time.

16.5 (g) In the event the Employer is unable to accommodate a vacation request with the Employee' s anniversary dates, due to the needs of its operations and business, carryover of vacation time will be allowed. The carried over vacation will be utilized by the Employee upon mutually agreeable date(s) between the Project Manager and the Employee affected but not in conjunction with the new year' s vacation entitlement.

16.5 (h) The Employer shall refund all earned vacation to an Employee who resigns. Employees are required to give two (2) weeks notice. This gives the Employer an opportunity to secure replacement.

16.5 (i) An Employee may elect to carryover one week of his/her earned vacation maximum per year.

16.5 (j) Vacation time may be taken in two (2) hour increments with a twenty-four (24) hour notice, subject to Management approval.

## **ARTICLE 17 SICK LEAVE**

17.1(a) Full time employees covered by this Agreement, who have completed their initial probation period, shall earn sick leave of 8 hours maximum per year of continuous service with the Company to be used during the year without carry over nor payment of unused sick leave (regardless of tenure, 8 hours is the maximum sick leave an employee may earn and hold per year). Sick leave may be used, provided proper notification has been given to the Company. The Company reserves the right to require proof of illness for any period of sick leave.

17.1(b) An employee who passes his sick leave eligibility date with unused sick leave credits available will continue to earn such sick leave up to a maximum of two times his current earning rate. No additional sick leave will be earned or awarded until the number of hours in the account drops below the maximum.

17.1(c) Sick leave hours will not be earned during period on layoff, strike, or a leave of absence. Sick leave shall not be paid out to an employee upon termination.

Section 17.2 Eligibility conditions.

17.2(a) The sick leave date is the date on which sick leave hours are earned each year. The sick leave date of an employee shall be the date of last hire by the Company, with the exception of former employees who are rehired with reinstatement rights following military service or recalled from active layoff status, who will retain their previous sick leave eligibility dates.

17.2(b) An employee's sick leave eligibility date will not be affected by time spent on an approved leave of absence or other payroll classification.

## **ARTICLE 18 HOLIDAYS**

Section 18.1 Holidays. The following holidays shall be observed by the bargaining unit personnel:

New Years Day  
Floating Holiday (with Project Management approval and without operational impact)  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

The actual date of observance will be determined by the customer. When changes to the above named holiday dates are contemplated, there will be mutual agreement between the parties.

Section 18.2 Un-worked Holidays. Full-time employees shall receive eight (8) hours pay for un-worked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs. Part time employees are entitled to a prorated holiday pay based on the number of hours worked in the week prior to the holiday.

Section 18.3 Worked Holidays. Full-time and part-time employees required to work on the above-named holidays shall receive the pay due them for the holidays plus pay at their base rate, including shift differential where applicable, for all hours worked on such holiday (part time employees are entitled to a prorated holiday pay).

Section 18.4 Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 18.5 Holiday Observance When Occurring on a Scheduled Day of Rest. When a holiday falls on an employee's scheduled day of rest, the holiday will be moved in accordance with the following:

18.5(a) If the holiday falls on the first day of rest, the last workday immediately preceding the holiday will be observed as the holiday.

18.5(b) If the holiday falls on the second day of rest, the first workday immediately following the holiday will be observed as the holiday.

Section 18.6 Employees on Non-Regular Workweek. For those employees who regularly work Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday," in that order, for the purpose of this Article 18. Should any of the holidays observed by the Company occur on such a "Sunday," the following day shall be considered as a holiday for such employees: Should any of the holidays observed by the Company occur on such a "Saturday," the preceding day shall be considered as a holiday for such employees.

**ARTICLE 19  
GROUP BENEFITS**

Section 19.1 Eligibility

All Bargaining Unit Employees effective immediately upon their date of hire shall have the option to participate in the health insurance and non-health insurance cafeteria options offered by Maytag in accordance with the specific provisions of the plans (i.e. 401 k, medical, dental, life, vision plans and etc.).

Section 19.2 FRINGE PER HOUR

All Bargaining Unit Employees are eligible to participate in a benefits package. The fringe benefit will be on a per hour basis computed at all hours paid up to forty (40) hours per week.

19.2(a) Employees will have the option to take a cash equivalent of fringe which shall be set at the fringe rate less 25%.

TOTAL FRINGE RATE ALLOWANCE

Current	2/1/05	2/1/06	2/1/07	2/1/08
\$2.36	\$2.64	\$2.72	\$2.80	\$2.88

Employees who elect the cash equivalent fringe must demonstrate that they have medical insurance.

19.2(b) Employees who elect not to participate in the Health Insurance or Cash Equivalent Fringe, but who can demonstrate coverage through other means, will have the fringe benefit entitlement directed into the Employer's 401 (k) Plan.

### Section 19.3 FAMILY AND MEDICAL LEAVE

The Employer operates in accordance with the Family and Medical Leave Act (FMLA) and will provide leave of absence benefits to those Employees eligible for leave as defined under the Act.

19.3(a) Under the Act, Employees are eligible for:

Up to twelve (12) weeks of unpaid leave in a twelve (12) month period. Leave of absences covered under this article are as follows:

Birth or care of a newborn child

2. Adoption or foster care placement of child and care of newly placed child

3. When Employee is unable to work due to a serious health condition

4. To care for family member (as defined by Section 17.4 of this agreement) with a serious health condition

5. Leaves may be taken all at once or intermittently.

6. During said FMLA leaves, the Employer will maintain health insurance provided the Employee pays his share of the premium costs.

7. At the conclusion of their leaves, Employees will be restored to the same or equivalent job with equivalent pay, benefits, no loss in seniority and other employment terms.

8. Employees will be required to substitute earned paid leave for unpaid leave.

9. In cases of extended medical leave absences not covered by applicable Federal and/or State law, the Employer will provide an affected Employee (released due to expiration of allowable leave) priority placement for open positions upon release to full work duty by a licensed Doctor. This priority placement shall not extend beyond one hundred and eighty (180) days from the full duty release. The Employee must have the qualifications to perform the job duties of the open position to be given the priority placement right.

### Section 19.4 Cobra

Continuation of health, dental and vision care insurance after termination of employment will be administered according to law.

Section 19.5 Federal or State Programs. If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Company will comply with the provisions for the furnishing of such program to the extent required by law. No question or issue regarding the level of benefits under the state or federal program will be subject to the grievance and arbitration procedure of Article 4.

## **ARTICLE 20 DURATION**

This Agreement shall become effective on 1 September 2004, with compensation and fringe benefits effective 1 February 2005, and shall remain in force through 31 January 2009. This Agreement shall automatically renew itself from year to year thereafter, unless either party shall notify the other in writing by registered mail, not more than ninety (90) calendar days nor less than sixty (60) days prior to 31 January of the year in which contract termination is desired. Notice shall

be served on the Director of Business Operations for the Company and the International Representative for the Union. If proper notice is made of the desire to change this Agreement and agreement on such requested change is not reached by the expiration (31 January, 2009), then either party at any time thereafter may terminate this Agreement by giving seven (7) days advance notice to the other no earlier than 31 January, 2009.

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their authorized representatives.

Maytag Aircraft Corporation

Communications Workers of America

(s)

(s)

\_\_\_\_\_  
William L. Silva (President)    date

\_\_\_\_\_  
Larry R. Larson (CWA Rep)    date

(s)

(s)

\_\_\_\_\_  
David D. Nelson (Vice-President)

\_\_\_\_\_  
Dennis B. Nielsen (Local President)

(s)

\_\_\_\_\_  
Harold W. Simpson, Jr. (Unit President)

**APPENDIX A**

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
PRINT NAME (LAST, FIRST, MIDDLE)

\_\_\_\_\_  
WORK LOCATION ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

**AUTHORIZATION OF DEDUCTION FROM SALARY  
EQUIVALENT OF UNION DUES – CWA**

I hereby authorize MAYTAG AIRCRAFT CORPORATION to deduct each month from my salary or wages, sickness or accident disability payments, or vacation payments, except 60% pay disability payment, the amount equal to regular monthly Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditional on my present or future membership of the Union, nor is it to be considered as a quid pro quo for membership. Each amount so deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or their duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. This authorization shall continue in effect until cancelled by written notice signed by me, and individually sent by certified or registered mail to the Company and to the Union, postmarked during the ten (10) calendar day period prior to each

anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the ten (10) calendar day period prior to the termination date of the current or any subsequent Collective Bargaining Agreement.

Effective: \_\_\_\_\_ 20\_\_\_\_\_

Union membership dues and agency fees are not deductible as charitable contributions for federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by Internal Revenue Code.

\_\_\_\_\_  
EMPLOYEE SIGNATURE (IN INK) DATE

opeiu #56, afl-cio

**APPENDIX B**  
**WAGE RATES AND CLASSIFICATIONS**

Job Title	Current	2/1/05	2/1/06	2/1/07	2/01/08
Truck Driver/ Tractor Trailer	\$14.25	\$16.02	\$16.50	\$17.00	\$17.51
Truck Driver/ Heavy	\$14.25	\$16.02	\$16.50	\$17.00	\$17.51
Fuel Dist/ System Operator	\$16.06	\$16.46	\$16.95	\$17.46	\$17.98
Motor Vehicle Mechanic (Part Time)	\$18.43	\$18.80	\$19.27	\$19.75	\$ 20.24

Computer Op/ FAS/Dispatcher	\$20.05	\$20.25	\$20.66	\$21.07	\$21.49
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**LETTER OF UNDERSTANDING #1**  
**DRUG AND ALCOHOL FREE WORKPLACE**

The Union recognizes the Company's policy to maintain a drug- and alcohol-free workplace, and to comply with laws and regulations addressing that subject. The Company will implement drug and alcohol testing (a) to the extent necessary to comply with said laws and regulations and (b) to the extent the Company otherwise believes it necessary to achieve a drug- and alcohol-free workplace pursuant to the company handbook .

